

STATE OF TEXAS

COUNTY OF DALLAS

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**INTERLOCAL GOVERNMENTAL
AGREEMENT**

This Interlocal Agreement ("**AGREEMENT**") for the joint submission of a Stormwater Management Program to satisfy the requirements of the permit application to the Texas Commission on Environmental Quality (TCEQ) for compliance with Phase II municipal stormwater discharges to waters of the U.S. (hereafter referred to as the "**PROGRAM**") is made and entered into by and between the City of Coppell, Texas, a municipal corporation located in Dallas County, Texas ("**CITY**"), and the Northwest Dallas County Flood Control District as created by the Texas Legislature (H. B. 2390, Act 69th Legislature, Regular Session, 1985) (hereafter referred to as the "**DISTRICT**").

Recitals:

WHEREAS, the **CITY** and the **DISTRICT** mutually desire to enter into an **AGREEMENT** to partner with each other in the joint submission of a Stormwater Management Program to the TCEQ for compliance with Phase II requirements of Section 402(p) of the Clean Water Act; and

WHEREAS, Chapter 791, TEXAS GOVERNMENT CODE, as amended (the "**ACT**"), provides authorization for Local Governments to contract with each other for functions in which both entities are mutually interested; and

WHEREAS, by definition in Chapter 791, Texas Government Code, the **CITY** and the **DISTRICT** are both defined as Local Governments; and

WHEREAS, it has been determined that approval of this **AGREEMENT** will be mutually advantageous to the **CITY** and the **DISTRICT**; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each party, the receipt and sufficiency of which are hereby acknowledged, the **CITY** and the **DISTRICT** hereby contract, covenant, warrant and agree as follows:

Article I

Adoption of Preamble

All of the matters stated in the preamble of this **AGREEMENT** are true and correct and are hereby incorporated into the body of the **AGREEMENT** as though fully set forth in their entirety herein.

Article II

Obligation of the Parties

2.1 The **CITY** and the **DISTRICT** have independently contracted, paid and received for Engineering Stormwater Management Program related to the **DISTRICT** and the **CITY** concerning the storm water management of the NW Flood Control District located within the jurisdictional boundaries of the **CITY**. The **CITY** and the **DISTRICT** agree to a joint submission of a Stormwater Management Program to the TCEQ in compliance with the Phase II requirements related to the flood control district.

2.2 The **CITY** and the **DISTRICT** agree that services related to the inspection and maintenance of District-owned facilities within the **DISTRICT** boundaries will continue to be conducted at the sole cost and the financial responsibility of the **DISTRICT**.

2.3 The **CITY** and the **DISTRICT** agree that the **CITY** will perform the required portions of the Stormwater Management Program in regards to the minimum control measures in accordance with its Stormwater Management Program to include:

1. Public Education, Outreach, and Involvement
2. Illicit Discharge Detection and Elimination
3. Construction Site Stormwater Runoff Control
4. Post-Construction Stormwater Management in New Development and Redevelopment
5. Pollution Prevention and Good Housekeeping for Municipal Operations

2.4 The **CITY** and the **DISTRICT** agree that each respective entity will be responsible within their area of involvement for minimum control measure 5, Pollution Prevention/Good Housekeeping for Municipal Operations.

2.5 The **CITY** and the **DISTRICT** agree that the **DISTRICT** will provide detailed information on activities within the **DISTRICT** boundaries to the **CITY** as needed so that the **CITY** may complete its annual report to the TCEQ.

2.6 The **CITY** and the **DISTRICT** agree that each respective entity will be responsible for record keeping, and submittal of any and all required forms and notifications to the TCEQ under the terms of their permit, or as required by the Stormwater Management Program

Article III
Indemnification and Hold Harmless

THE DISTRICT AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM BY A THIRD PARTY FOR DAMAGES ARISING FROM OR RESULTING FROM THE NEGLIGENCE OR ACTIONS OF EMPLOYEES OR AGENTS OF THE DISTRICT DURING THE IMPLEMENTATION OF THE STORMWATER MANAGEMENT PROGRAM TO THE EXTENT PERMITTED BY LAW. THE CITY AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM ANY CLAIM BY A THIRD PARTY FOR DAMAGES ARISING FROM OR RESULTING FROM THE NEGLIGENCE OR ACTIONS OF EMPLOYEES OR AGENTS OF THE CITY DURING THE IMPLEMENTATION OF THE STORMWATER MANAGEMENT PROGRAM TO THE EXTENT PERMITTED BY LAW. HOWEVER, THE INDEMNIFICATION AND HOLD HARMLESS CONTAINED HEREIN SHALL NOT BE DEEMED A WAIVER OF ANY SOVEREIGN IMMUNITY ALLOWED PURSUANT TO TEX. CIV. PROC. & REM. CODE, SECTION 101.001 ET SEQ., OR OTHERWISE.

Article IV
Notices

4.1 Any notice required to be given under this Agreement shall be deemed to have been adequately given if deposited in the United States mail in an envelope with sufficient postage and properly addressed to the other party as follows:

If to the **DISTRICT**:

Northwest Dallas County Flood Control District
c/o Mr. Pete Eckert
3960 Broadway Boulevard, Suite 220-O
Garland, Texas 75043

If to the **CITY**:

City of Coppell
c/o City Engineer
265 Parkway Blvd.
Coppell, TX 75019

4.2 A change of address may be made by either party upon the giving of ten (10) days prior written notice.

Article V

Miscellaneous Provisions

5.1 This **AGREEMENT** shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.2 This **AGREEMENT** constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

5.4 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

5.5 This **AGREEMENT** may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.6 If, in case, any one or more of the provisions contained in this **AGREEMENT** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.7 The obligations and undertakings of each of the parties to this **AGREEMENT** are and shall be performable in Dallas County, Texas.

5.8 Each party hereto warrants that it has received authority from its governing body to enter into this **AGREEMENT**.

(signature page to follow)

EXECUTED this ____ day of _____, 2019.

**NORTHWEST DALLAS COUNTY
FLOOD CONTROL DISTRICT**

CITY OF COPPELL, TEXAS

By: _____

Wayne Reynolds
President

By: _____

Karen Selbo Hunt
Mayor

ATTEST:

ATTEST:

Christel Pettinos
City Secretary

APPROVED AS TO FORM:

Attorney

APPROVED AS TO FORM:

Robert Hager
City Attorney