

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between: the State of Texas, acting by and through the Texas Department of Transportation (the State), and the City of Austin (Local Government).

### **A. Purpose.**

The State enters into this Memorandum of Understanding (MOU) with the Local Government (LG) for collaboration on stormwater management and environmental protection on Selected state system highway projects within the LG's city limits or extra territorial jurisdiction. Selected projects are defined as major highway projects that have environmental or stormwater sensitivity as deemed by the State and/or projects where the LG is a funding partner.

Through this MOU, the State implements its authority under Texas Transportation Code §201.103, which authorizes the State to plan and make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads.

Texas Transportation Code, §201.206, authorizes the State to accept, from any source, a donation or contribution in any form, including realty, money, materials, or services, for the purpose of carrying out its functions and duties.

### **A. Roles and Responsibilities of the LG:**

1. The LG will establish a single point of contact to partner with the State on planning, review and potential cost-sharing on stormwater management and environmental protection elements on Selected state system highway projects in the LG's city limits.
2. The LG will work with the State to establish protocols for early and regular consultation on planning and implementation of Selected projects in the LG's city limits.
3. The LG will commit to prompt review of plans, technical reports, and other documents and submit one consolidated set of comments for all city departments. Project reviews by LG shall be no more than twenty working days unless both parties agree to otherwise.
4. The LG may recommend approaches to stormwater management that are consistent with LG regulations that may exceed State minimum requirements.
5. The LG may provide planning and preliminary design services to the State for consideration of environmental protection measures and stormwater management controls that exceed State minimum requirements.

6. The LG may provide funding and construction plans for stormwater management infrastructure that exceeds State minimum requirements.
7. The LG may provide funding and guidance for the purchase of environmentally sensitive land within the planning boundaries of project corridors or the LG may directly acquire environmentally sensitive land within the planning boundaries of project corridors depending on specific circumstances.
8. The LG will use a Comment Response Matrix on reviews for plans, technical reports, and other documents (the template will be agreed to by the LG and the State).

#### **B. Roles and Responsibilities of the State:**

1. The State will establish a single point of contact to partner with the LG on planning, review and potential cost-sharing on stormwater management and environmental protection elements on Selected state system highway projects in the LG's city limits. The State will designate a single point of contact on a per project basis.
2. The State will work with the LG to establish protocols for early and regular consultation on planning and implementation of Selected projects in the LG's city limits.
3. The State will include the LG as a project partner such that the LG has the ability to review and comment on plans and technical reports, provide design deliverables, and arrange for funding on collaborative elements on Selected projects in the LG's city limits, according to the State's project schedule.
4. The State will consider approaches to stormwater management that exceed the States' minimum requirements and implement as feasible. The LG must provide the right-of-way (ROW) in cases where these approaches are not contained within the ROW needs identified by the State's minimum requirements.
5. The State may incorporate approaches to stormwater management that exceed the State's minimum requirements when those elements are funded by the LG. The State may use LG funds to purchase environmentally sensitive land within the planning boundaries of project corridors. An Advanced Funding Agreement (AFA) must be executed in order for the State to incorporate such approaches.
6. The State may use an Environmental Compliance Management Plan on Selected state system highway projects in the LG's city limits (the template for the Environmental Compliance Management Plan will be agreed to by the LG and the State).
7. The State will consider the LG's recommendations for avoiding, minimizing, or otherwise mitigating impacts to critical environmental features on Selected state system highway projects in the LG's city limits.

## **ADMINISTRATIVE PROVISIONS**

- A. Nothing in this MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of the parties.
- B. Nothing in this MOU binds the parties to perform beyond their respective authorities.
- C. Nothing in this MOU may be construed to obligate the LG or the State to spend funds on any particular project, project element or purpose.
- D. Specific activities that involve the transfer of money, services, or property between or among the parties will require execution of separate agreements or contracts.
- E. Nothing in this MOU is intended to, or will, be construed to restrict the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- F. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the State or the LG.
- G. All press releases and public statements issued by the Parties concerning or characterizing this MOU will be jointly reviewed and agreed to by delegated staff representing each of the undersigned signatories.
- H. All participants agree to resolve disputes expeditiously. If a dispute arises among the parties regarding the terms or the implementation of this MOU, the following steps will be taken: The Party that seeks resolution will provide a written statement of its dispute, along with any rationale or supporting documents, to the other party within 5 working days. The LG and the State will engage in discussions in an attempt to arrive at a consensus and resolve the dispute.

**City of Austin**

**Texas Department of Transportation  
Austin District**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

DRAFT