

**INTERLOCAL AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF GAGE STATIONS
BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND
THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

This interlocal agreement ("Agreement") is made and entered into between **Fort Bend County Drainage District** a conservation and reclamation district created and operating under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapter 6604 of the Texas Special District and Local Laws Code and located in Fort Bend County, Texas ("FBCDD"), and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, ("HCFCD").

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, the natural resources and functions of rivers, streams, bayous and channels help maintain the integrity of natural and manmade systems and provide multiple benefits such as the conveyance and storage of flood waters, recreation, the improvement of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS, the periodic flows from rainwater have the potential to cause extensive damage to property and loss of life; and

WHEREAS, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

WHEREAS, FBCDD desires that HCFCD install and maintain five (5) gage stations that will be owned by FBCDD that measure rainfall amounts and water levels in channels; and

WHEREAS, the five (5) gage stations will transmit their data to HCFCD's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, HCFCD has determined that maintaining FBCDD owned gage stations would increase the efficiency and effectiveness of a HCFCD purpose, and benefit the citizens of Harris County and within the jurisdiction of the Fort Bend County Drainage District.

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, FBCDD and HCFCD hereby agree as follows:

I. HCFCD Responsibilities

HCFCD will:

- A. Within sixty (60) days of the effective date of this Agreement, conduct an initial inspection and assessment of each site, and provide FBCDD a brief report of the condition of each new gage location.
- B. Provide preventative maintenance labor to the five (5) gage stations on a bi-annual schedule (such maintenance to occur approximately six months apart). Preventative maintenance on transmitters, rain gage tipping buckets, water level devices, and solar panels will be to HCFCD standards. Additionally, recommendations will be provided for future site and system wide upgrades.
- C. Install five (5) new gages at locations as jointly agreed to by the parties.
- D. Once the gage stations are operational, HCFCD will add the sites to their publically available Flood Warning System (FWS) website. Data provided by these gages will remain on the FWS website until such time this Agreement is terminated.
- E. Within two (2) work weeks of completing a maintenance cycle, HCFCD shall provide FBCDD with a written summary report of the work performed including items such as problems noted and fixed equipment settings, and calibrations from the preventative maintenance performed.
- F. Review FBCDD gage station data to verify timely and accurate data flow and determine any potential sensor concerns.
- G. Between preventative maintenance, troubleshoot and provide repair as needed upon validation of equipment failure or other problem at the gage stations as weather and site conditions safely permit. HCFCD has forty-eight (48) hours to acknowledge the problem or equipment failure and determine how to correct it. HCFCD will alert FBCDD of the problem, the anticipated course of action for correction, and when the gage station is successfully repaired.
- H. Maintain an accurate survey of gage station site elevations using determined benchmark elevations.
- I. Not incur any financial commitment under this Agreement.

II. FBCDD Responsibilities

FBCDD will:

- A. Maintain an inventory of replacement parts for the gage stations at FBCDD and be prepared to provide HCFCD access to the inventory within a forty-eight (48) hour notice. FBCDD will provide an inventory status report of the replacement parts to HCFCD quarterly. Should HCFCD require a part that is not within FBCDD's inventory to repair a gage station, FBCDD will purchase the required part and provide to HCFCD for installation, within fourteen (14) days of notice by HCFCD of the needed part.
- B. Pay HCFCD a total Fourteen Thousand Five Hundred Dollars and No/100 (\$14,500.00) within thirty (30) days after execution of this Agreement, as consideration for HCFCD's effort to install the gage stations. Within thirty (30) days of the anniversary of the execution of this Agreement on an annual basis, FBCDD shall submit to HCFCD an annual maintenance fee of Three Thousand Five Hundred Dollars and No/100 (\$3,500.00) for the activities provided by HCFCD described herein. FBCDD will remit payment to:

Harris County Flood Control District
 9900 Northwest Freeway
 Houston, Texas 77092
 Attn: Executive Director
- C. Retain full ownership of the five (5) gage stations and provide any necessary replacement parts for lost, damaged, or destroyed gages.
- D. Provide HCFCD access to perform required work and maintenance.
- E. Keep gage sites mowed, free of debris to support proper gage function, and accessible for HCFCD.

III. Term of Agreement

This Agreement shall be for a period of one year beginning on the date this Agreement is executed by both parties. Thereafter, this Agreement shall automatically renew annually for a period of up to ten years for the purpose of maintenance of the gages and posting of the transmitted gage data to the HCFCD FWS website at a cost to FBCDD of Three Thousand Five Hundred Dollars and No/100 (\$3,500.00) per year for additional one-year terms under the terms and conditions provided herein. This Agreement may be terminated by either party, without cause, by sending thirty (30) days' advance written notice to the other party.

Within sixty (60) days of termination of this Agreement by either party, HCFCD shall return FBCDD funds provided under this Agreement, if any, less costs incurred by HCFCD for services performed prior to the effective date of such termination.

IV. Notice

Any notice required to be given by one party to another must be given in writing addressed to the party by: (a) delivering the notice in person; (b) depositing the notice in the U.S. Mail, certified or registered, return receipt requested, postage prepaid; (c) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (d) sending the notice by telefax with confirming copy sent by mail. Notice is deemed effective when received by the party to be notified. Any address for notice may be changed by written notice as provided herein. Notice shall be given to the parties at the following addresses:

For the FBCDD: Fort Bend County Drainage District
P.O. Box 1028
1124 Blume Road
Rosenberg, Texas 77471
Attn: Mark Vogler, P.E.

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

For the HCFCD: Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attn: Executive Director

V. Miscellaneous

- A. It is expressly understood and agreed by the parties to this Agreement that no party shall be held liable for the actions of another party to this Agreement while in any manner furnishing services hereunder. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party.
- B. In the event the HCFCD fails or refuses to perform any of its obligations herein, the FBCDD's sole remedy shall be to terminate this Agreement; provided, however, that before terminating this Agreement for such failure or refusal, the FBCDD shall first notify the HCFCD in writing of its intent to terminate and give the HC District not less than thirty (30) days to remedy such deficiency, and thereafter only terminate this Agreement in the event that the HCFCD fails or refuses to remedy the deficiency.
- C. Each party to this Agreement shall be solely responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs, arising from that party's negligence in the performance of this Agreement in accordance with applicable law.

- D. This Agreement shall be construed under and in accord with the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement will be held in Harris County.
- E. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
- F. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
- G. This Agreement may be amended only by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the last date written below.

Date: SEP 25 2018

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By 
MITZI TURNER
Assistant County Attorney


HARRIS COUNTY FLOOD CONTROL
DISTRICT

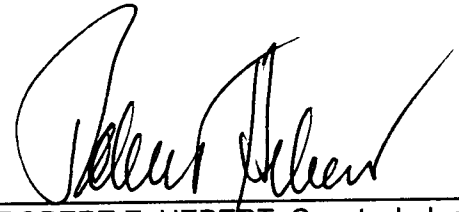

ED EMMETT, County Judge

APPROVED AS TO FORM:

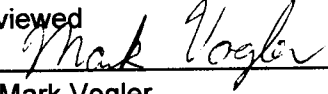
FORT BEND COUNTY DRAINAGE
DISTRICT


ROY CORDES
Fort Bend County Attorney

By 
HUMA AHMED
Assistant County Attorney

By 
ROBERT E. HEBERT, County Judge

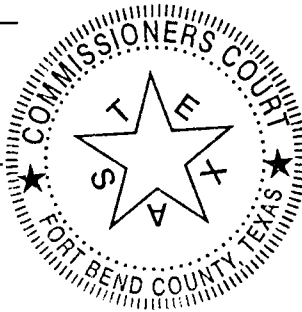
ATTEST:

Reviewed
By 
Mark Vogler
Chief Engineer


Name Laura Richard, County Clerk

Fort Bend County Clerk
Title

8/29/18
Date



Presented to Commissioners' Court

THE STATE OF TEXAS §
COUNTY OF HARRIS §

SEP 25 2018
APPROVE C/m
Recorded Vol. _____ Page _____

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the County of Houston, Texas, on SEP 25 2018, with the following members present, to-wit:

Ed Emmett	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: None, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
FOR INSTALLATION OF GAGE STATIONS
BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
AND THE FORT BEND COUNTY DRAINAGE DISTRICT**

Commissioner Cagle introduced an order and made a motion that the same be adopted. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Jack Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS, the natural resources and functions of rivers, streams, bayous and channels help maintain the integrity of natural and manmade systems and provide multiple benefits such as the conveyance and storage of flood waters, recreation, the improvement of surface water quality, and the provision of habitats for fish and wildlife; and

WHEREAS, the periodic flows from rainwater have the potential to cause extensive damage to property and loss of life; and

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WHEREAS, the five (5) gage stations will transmit their data to HCFCD's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, HCFCD has determined that maintaining FBCDD owned gage stations would increase the efficiency and effectiveness of a HCFCD purpose, and benefit the citizens of Harris County and within the jurisdiction of the Fort Bend County Drainage District.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Ed Emmett is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and between the Harris County Flood Control District and Fort Bend County Drainage District, for the installation of five (5) gage stations to gather, disseminate and relay stream elevation and rainfall data through the Harris County Flood Warning System, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: The Executive Director of the Harris County Flood Control District or his designee is hereby authorized to perform any and all necessary acts within the scope of the terms and conditions of the Agreement to accomplish the purpose of this order.