

**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 five (5) gage stations and maintain a total of ten (10) gage stations that will be owned by FBCDD that measure rainfall amounts and water levels in channels; and

WHEREAS, the ten (10) gage stations will transmit their data to HCFCD's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, FBCDD may request additional gage stations to be installed and maintained at any time during this Agreement by submitting a written request to HCFCD; and

WHEREAS, the 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 FBCDD.

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. Gage Stations

FBCDD owns and HCFCD maintains five (5) gage stations installed by HCFCD under the authority of a previous interlocal agreement between the parties. The parties have agreed upon the terms, provided below, whereby HCFCD will install an additional five (5) gage stations, and will then maintain the existing five (5) gage stations and the newly installed five (5) gage stations.

During the term of this Agreement, the parties may, but shall not be obligated to, by an exchange of letters between the FBCDD and the HCFCD, agree to the installation and maintenance of additional gage stations, subject to the encumbrance and payment of additional funds.

II. HCFCD Responsibilities

HCFCD will:

- A. Conduct an initial inspection and assessment of each installation site within sixty (60) days of the Effective Date of this Agreement, and provide FBCDD a brief report of the condition of each new gage location.
- B. Install five (5) new gage stations at locations as jointly agreed to by the parties. HCFCD may install additional gage stations upon request by FBCDD during the term of this Agreement for additional consideration, as agreed to by the parties and as provided herein.
- C. Provide preventative maintenance labor to the ten (10) 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.
- D. Add the sites to their publically available Flood Warning System (FWS) website once the gage stations are operational. Data provided by these gages will remain on the FWS website until such time this Agreement is terminated.
- E. Provide FBCDD with a written summary report of the work performed within two (2) work weeks of completing a maintenance cycle, 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. Troubleshoot and provide repair as needed between preventative maintenance 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. Perform these same services for each additional gage station installed by HCFCD at FBCDD's request, if any.
- J. Not incur any financial commitment under this Agreement.

III. 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 the FBCDD 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 Fifteen Thousand Two Hundred Fifty and No/100 Dollars (\$15,250.00) within thirty (30) days of the Effective Date of this Agreement as consideration for HCFCD's effort to install five (5) gage stations.
- C. Pay HCFCD an annual maintenance fee within thirty (30) days of each anniversary of the Effective Date of this Agreement for each FBCDD gage station that will be maintained by HCFCD that year at a cost of Seven Hundred Dollars and No/100 per gage (\$700) per gage station on the first anniversary, but which cost may be adjusted yearly thereafter at the discretion of HCFCD to reflect increased expenses.
- D. Pay additional installation fees and maintenance fees as agreed upon by the parties within two (2) weeks of each newly requested gage station being installed to cover all HCFCD expenses not covered by the prepaid annual maintenance fee.
- E. FBCDD will remit all payments to:
 - Harris County Flood Control District
 - 9900 Northwest Freeway
 - Houston, Texas 77092
 - Attn: Financial Manager
- G. Retain full ownership of the gage stations and provide any necessary replacement parts for lost, damaged, or destroyed gages.
- H. Provide HCFCD access to perform required work and maintenance.
- I. Keep gage sites mowed, free of debris to support proper gage function, and accessible for HCFCD.

IV. Term of Agreement

This Agreement shall be for a period of one year beginning on the Effective Date. Thereafter, this Agreement shall automatically renew annually for a period of ten years unless terminated as 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 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.

V. 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
 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 HCFCD: Harris County Flood Control District
 9900 Northwest Freeway
 Houston, Texas 77092
 Attn: Jeff Lindner, Director Hydrologic Operations Division

With a copy to: Harris County Flood Control District
 9900 Northwest Freeway
 Houston, Texas 77092
 Attn: Executive Director, Harris County Flood Control District

VI. 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, FBCDD's sole remedy shall be to terminate this Agreement.
- 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 (Effective Date).

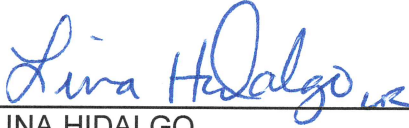
Date: FEB 11 2020

APPROVED AS TO FORM:

HARRIS COUNTY FLOOD CONTROL DISTRICT

VINCE RYAN
Harris County Attorney

By: 
MITZI TURNER
Assistant County Attorney

By: 
LINA HIDALGO
County Judge

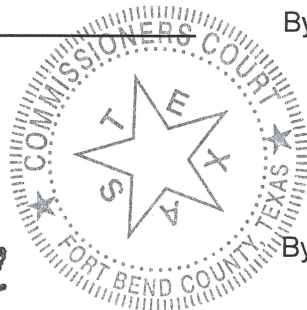
APPROVED AS TO FORM:

FORT BEND COUNTY DRAINAGE
DISTRICT

ROY CORDES
Fort Bend County Attorney

By: HAH
HUMA AHMED
Assistant County Attorney

By: KP George
KP GEORGE, County Judge



ATTEST:
Laura Richard
Name Laura Richard, County Clerk

By: Mark Vogler
Mark Vogler
Chief Engineer

County Clerk
Title

1-07-2020
Date

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 FEB 11 2020, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	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 Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia 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 Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input checked="" 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, local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management; and

Presented to Commissioners Court

FEB 11 2020
APPROVE EIG
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WHEREAS, FBCDD desires that HCFCD install five (5) additional gage stations and maintain a total of ten (10) gage stations that will be owned by FBCDD that measure rainfall amounts and water levels in channels; and

WHEREAS, the ten (10) gage stations will transmit their data to the HCFCD's base station for reporting on the public Harris County Flood Warning System website; and

WHEREAS, FBCDD may request additional gages to be installed and maintained at any time by submitting a written request to HCFCD; and

WHEREAS, the 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 Lina Hidalgo 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 Control District's 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.