

HARRIS COUNTY
ENGINEERING DEPARTMENT
General Services

10555 Northwest Frwy., Suite 120
Houston, Texas 77092
(713) 274-3900

October 17, 2017

Mayor Pat Hallisey
City of League City
305 E. Main Street
League City, Texas 77573

SUBJECT: Transmittal of Agreement between Harris County and the City of League City for administration and implementation of a regional watershed protection education program

Dear Mayor Hallisey:

We hope this letter finds you and your city in good health and good spirits as many of us continue to recover from Hurricane Harvey.

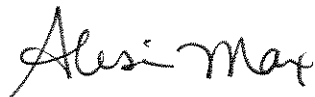
Enclosed please find three court approved original Interlocal Agreements between Harris County Public Infrastructure Department and the City of League City to provide the city with administration and implementation of a regional watershed protection education program.

The agreement and contract is in the amount of \$24,085.32. The term will run for an entire year effective August 22, 2017 through August 21, 2018. This is the standard contract term for all regional partners.

Please sign all three agreements and return two originals to our office. In accordance with the agreement, please forward a check made payable to Harris County in the amount of \$24,085.32.

If you have any questions, please contact Dimetra Hamilton at 713-274-3745.

Sincerely,



Alisa Max, P.E.
Manager, General Services

Attachments – 3 original agreements
cc: Kris Kumar, P.E., CFM
Director of Engineering

INTERLOCAL AGREEMENT

(Storm Water Quality Public Education Funding)

1. PARTIES

- 1.1 Parties. The Parties to this Interlocal Agreement ("Agreement") are **Harris County**, a body corporate and politic under the laws of the State of Texas ("County"), on behalf of its Harris County Engineering Department ("HCED") and **City of League City**, a municipal corporation, organized and existing by virtue of the Laws of the State of Texas ("City"). This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, in order to increase the efficiency and effectiveness of local government.

2. PURPOSE

- 2.1 Description. The United States Environmental Protection Agency ("EPA") has promulgated regulations requiring operators of discharges from certain municipal separate storm sewer systems (MS4s) to obtain National Pollutant Discharge Elimination System ("NPDES") permits for storm water discharges to waters of the United States. Pursuant to Part III (A)(1) of General Permit No. TXR040000 of the Texas Pollutant Discharge Elimination System, subject MS4s are required to implement a public education and outreach program on storm water impacts. The County and the City are responsible under the regulations and permits applicable to each for public education programs. Therefore, the City and the County desire that the County administer, in accordance with this Agreement, a regional public education services program related to storm water quality and other related issues that impact the water quality of our local watersheds in regard to, but not limited to, dissemination of information regarding (a) prevention of litter; (b) proper management of pesticides, herbicides, and fertilizers; (c) public reporting of illicit discharges; (d) proper management of used oil and household hazardous wastes; and (e) proper construction methods.

3. SCOPE OF WORK/SERVICES AND DELIVERABLES

- 3.1 Specific Project, Program, work, products, services, licenses and/or deliverables. HCED shall provide the work, products, services, licenses and/or deliverables required to be provided by HCED and as set out in this Agreement and in any **Attachment A and all other referenced attachments** attached and incorporated in this Agreement (all together referred to as the "Program"). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached proposal.

4. ADDITIONAL AND SPECIAL REQUIREMENTS

- 4.1 Non-Federal Employees Whistleblower Protection Act. HCED shall comply with and be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. HCED shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights, remedies, and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. During the applicable time period, HCED (as well as any of HCED's agents, employees, volunteers, and subcontractors performing work under this Agreement) shall not retaliate against employees (including discharge, demotion, or other discrimination as a reprisal) who discloses information that the employee reasonably believes is evidence of (a) gross mismanagement of a Federal contract or grant, gross waste of, or abuse of authority related to, the use of a Federal contract or grant; (b) a violation of a rule or regulation related to a federal agency contract or grant; or (c) a substantial and specific danger to public health or safety danger or a violation of law, rule, or regulation related to a Federal contract or grant. HCED shall inform the

other Party immediately of any information it receives from any source alleging a violation of this section. Each Party shall comply (and enforce compliance by Each Party's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. HCED and the person executing this Agreement on behalf of HCED certify and represent that HCED will comply with the requirements of this provision. HCED shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of HCED. This certification/representation applies to this Agreement and is a material representation of fact upon which City relied when entering into this transaction. This certification/representation shall be binding on HCED (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. HCED agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5. AMOUNT OF COMPENSATION AND BASIS FOR PAYMENT

- 5.1 Payments/Compensation. For and in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement and during the Term of this Agreement, subject to the limitations in this Agreement, City shall pay County **\$24,085.32** on or before the 60th day after execution of this Agreement to cover the actual cost to County. The County may use funds provided by the City under this Agreement to pay costs of the Program. At the end of this Agreement, the County shall deliver to the City an accounting of all funds expended under this Agreement. If the funds provided by the City are in excess of the costs of the Program, the County shall refund the amount of the excess to the City.

6. TERM OF THE AGREEMENT

- 6.1 Time Period. The time period for performance of this Agreement ("Term") shall begin on August 22, 2017 and end on August 21, 2018.

7. TERMINATION PROVISIONS

- 7.1 Termination. Either Party may terminate this Agreement at any time prior to the expiration of the Term hereof by giving ten (10) days' written notice to the other Party. Upon termination, County shall deliver an accounting of all funds expended under this Agreement. County will refund to City any funds provided by the City that are in excess of the costs of the Program incurred prior to termination of this Agreement.

8. IMMUNITY

- 8.1 No Waiver of Governmental Immunity. Neither Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

9. MISCELLANEOUS

- 9.1 Notices to City. Any notice or billing invoice required or permitted to be given ("Notice") by County or HCED to City may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Patrick Hallisey
Mayor
306 E. Main Street
League City, TX 77573

Phone: 281-554-1005
Email: pat.hallisey@leaguecity.com

- 9.2 Notices to County. Any Notice required or permitted to be given by City to County may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

John R. Blount, P.E.
Harris County Engineer
Harris County Engineering Department
1001 Preston, 7th Fl.
Houston, TX 77002
Fax: 713-755-4459
AgreementInfo@hcpid.org

WITH A COPY OF THE NOTICE TO:
The Harris County Auditor
1001 Preston Street, Ste. 800
Houston, TX 77002
auditor@co.harris.tx.us

- 9.3 Receipt of Notice. Such Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 9.4 Change of Address. Either Party may change its address for Notice by giving the other Party 10 days' prior written notice specifying the new address.
- 9.5 Choice of Law. This Agreement shall be construed according to the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue lies only in Harris County as per Texas Civil Practice and Remedies Code Sec. 15.015, and any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of this Agreement must be brought solely in the courts or locations that are situated in the State of Texas, County of Harris. Both Parties irrevocably waive any claim that any proceeding brought in Harris County has been brought in an inconvenient forum.
- 9.6 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, **this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature.** This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 9.7 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the Party's governing body to execute this Agreement on behalf of the Party.

IN TESTIMONY OF WHICH, this Agreement, in duplicate counterparts, each having equal force and effect of an original has been executed on behalf of the Parties hereto as follows:

- a. It has, on the _____ day of AUG 22 2017, been executed on behalf of Harris County by the County Judge of Harris County, Texas, pursuant to an order of the Commissioners Court of Harris County authorizing such execution.
- b. It has, on the _____ day of _____, 2017, been executed on behalf of the City of League City by its Mayor and attested to by the Assistant City Engineer.

HARRIS COUNTY

By: _____

Ed Emmett
County Judge

CITY OF LEAGUE CITY

By: _____

Pat Hallisey
Mayor

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By: _____

Pegi S. Block
Assistant County Attorney
CAO File Number: 17GEN1287

ACKNOWLEDGED BY:

Kris Kumar, P.E., CFM
Director of Engineering

Attachment A

The County will administer the Program, which may include tasks such as:

- Development and production of color and black-and-white newspaper advertisements in the Houston Chronicle and local newspapers, including ethnic-based news publications.
- Development and production of full color newspaper inserts focusing on key regional issues related to watershed protection and storm water quality.
- Password-protected, web-based access to electronic versions of program related brochures, flyers, direct mail postcards, booklets, newspaper advertisements, newspaper inserts,
- Phase II "hot button" on the front page of the regional website with links to all participating Phase II City homepage(s) or page of their choice.
- Frequent RWPP program announcements via e-mail.
- Stakeholder group meetings (as needed for special announcements).

Harris County will provide the City with a written summary of all regional public education campaign activities provided under this agreement. If the City chooses to use this information to demonstrate permit compliance in their annual report to the Texas Commission on Environmental Quality or for any other purpose, it will be the City's responsibility to determine appropriateness of that usage.

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on AUG 22 2017, with all members present except None.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE INTERLOCAL AGREEMENT WITH HARRIS COUNTY AND CITY OF LEAGUE CITY FOR STORM WATER QUALITY PUBLIC EDUCATION FUNDING

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. 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
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<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 meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Interlocal Agreement with Harris County and **City of League City for Storm Water Quality Public Education Funding**. The attached Agreement may be executed with an electronic or facsimile signature.
2. The Harris County Engineering Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners' Court

AUG 22 2017
APPROVE CIM
Recorded Vol. _____ Page _____