

November 19, 2018

Christopher Sims
Director of Engineering
City of League City
300 West Walker Street
League City, Texas 77573

Reference: Interlocal Agreement
Regional Public Education Services Program
Agreement No. 2019-93

Dear Mr. Sims:

The above-referenced agreement between the City of League City and the Harris County Flood Control District (District) is ready for execution. Please have the enclosed three (3) originals executed and return all originals to the District to be placed on the Commissioners Court agenda.

The District has assumed responsibility from Harris County to administer the Regional Public Education Services Program as outlined in the Interlocal Agreement. This continued partnership will provide unified messaging through various means of public outreach. The District looks forward to working with the City of League City and providing the same excellent services as before.

Should you require any additional information, please contact Mr. Herman L. Sanders.

Sincerely,



Keena Tarrant
Agreement and Court Coordinator

'klt
Enclosure: Original Agreement (3)

cc: Contract File

HC STORMWATER EDUCATION LETTERS.DOCX

INTERLOCAL AGREEMENT
(Regional Public Education Services Program)

1. PARTIES

1.1 The Parties to this Interlocal Agreement ("Agreement") are **Harris County Flood Control District** a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," or "HCFCD," 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. Each of HCFCD and the City is individually referred to herein sometimes as a "Party," and they are collectively referred to herein sometimes as the "Parties."

2. PURPOSE

2.1 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 stormwater discharges to waters of the United States. NPDES rules allow States to administer their own MS4 permit programs on behalf of the EPA. The Texas Commission on Environmental Quality (TCEQ), issues Texas Pollutant Discharge Elimination System (TPDES) permits that mirror NPDES requirements. Pursuant to Part III (A)(I) of General Permit No. TXR040000 of the TPDES, subject MS4s are required to implement a public education and outreach program on stormwater impacts. The District and the City are responsible under the regulations and permits applicable to each for public education programs. Therefore, the City and District desire that the District administer, in accordance with this Agreement, a regional public education services program related to stormwater 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 The District shall provide the work, products, services, licenses and/or deliverables required to be provided by the District and as set out in this Agreement and in 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.

3.2 The District 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 TCEQ or for any other purpose, it will be the City's responsibility to determine appropriateness of that usage. The District in no way guarantees that components of the Program will comply with the City's TPDES permit requirements.

4. ADDITIONAL AND SPECIAL REQUIREMENTS

4.1 The District 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. The District 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, the District (as well as any of the District'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. The District 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 sub-recipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. The District and the person executing this Agreement on behalf of the District certify and represent that the District will comply with the requirements of this provision. The District 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 the District. This certification/representation applies to this Agreement and is a material representation of fact upon which the City relied when entering into this transaction. This certification/representation shall be binding on the District (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. The District 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 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, the City shall pay the District \$24,085.32 on or before the 60th day after the Effective Date of this Agreement, and will pay the District the same amount each subsequent year on or before the anniversary of the Effective Date to cover the actual cost to the District. The District may use funds provided by the City under this Agreement to pay costs of the Program.

6. TERM OF THE AGREEMENT

6.1 The term of this Agreement shall be one (1) year, beginning on the date approved in Commissioners Court (Effective Date), and will automatically renew thereafter on an annual basis, unless terminated as hereinafter provided. The initial term and any renewal term(s) are individually and collectively referred to as the "Term."

7. TERMINATION PROVISIONS

7.1 Either Party may terminate this Agreement at any time prior to the expiration of any Term, without cause, by giving thirty (30) days' written notice to the other Party. Upon termination, the District shall deliver an accounting of all funds expended under this Agreement. The District will refund, within ninety (90) days after the date of termination, to the 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 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 Any notice or billing invoice required or permitted to be given ("Notice") by the District to the City may be given by hand delivery, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Pat Hallisey
Mayor
City of League City
300 West Walker Street
League City, Texas 77573

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

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

9.3 Such Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.

9.4 Either Party may change its address for Notice by giving the other Party ten (10) days prior written notice specifying the new address.

9.5 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, 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 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 triplicate 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 _____, 20__, been executed on behalf of Harris County Flood Control District 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 _____ 20__, been executed on behalf of City of League City by its Mayor and attested to by the Director of Engineering.

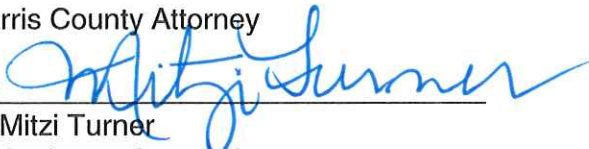
EXECUTED in triplicate originals _____.

APPROVED AS TO FORM:

HARRIS COUNTY FLOOD CONTROL
DISTRICT

VINCE RYAN
Harris County Attorney

By


Mitzi Turner
Assistant County Attorney

By

Ed Emmett, County Judge

ATTEST:

CITY OF LEAGUE CITY

By: _____
John Baumgartner
City Manager

By: _____
Pat Hallisey
Mayor

Attachment A

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

- Development and production of color and black-and-white newspaper advertisements in local newspapers.
- Development and production of full color newspaper inserts focusing on key regional issues related to watershed protection and stormwater 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 Regional Public Education Services Program (formerly Regional Watershed Protection Program) announcements via e-mail.
- Stakeholder group meetings (as needed for special announcements).

The District 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. The District in no way guarantees that components of the Program will comply with the City's TPDES MS4 permit requirements.

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 City of Houston, Texas, on _____, 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: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BETWEEN HARRIS COUNTY FLOOD CONTROL DISTRICT AND
 CITY OF LEAGUE CITY
 FOR STORMWATER QUALITY PUBLIC EDUCATION FUNDING.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ 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 Emmett | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NAYS: | Commissioner Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ABSTENTIONS: | Commissioner Morman | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Commissioner Radack | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Commissioner 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:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Interlocal Agreement with the Harris County Flood Control District and the City of League City for Stormwater Quality Public Education Funding. The attached Agreement may be executed with an electronic or facsimile signature.
2. The Harris County Flood Control District 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.