

**INTERLOCAL AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF GAGE STATIONS
BETWEEN THE CITY OF LEAGUE CITY AND
THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

This interlocal agreement ("Agreement") is made and entered into between the **City of League City**, a municipal corporation, organized and existing by virtue of the Laws of the State of Texas ("City"), and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas ("District").

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, the City desires that the District install six (6) gage stations and maintain a total of six (6) gage stations that will be owned by the City that measure rainfall amounts and water levels in channels; and

WHEREAS, the six (6) gage stations will transmit their data to the District's base station for reporting on the public Harris County Flood Warning System website; and

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

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

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

I. Gage Stations

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

II. District Responsibilities

The District 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 the City a brief report of the condition of each new gage location.
- B. Install six (6) new gage stations at locations as jointly agreed to by the parties. The District may install additional gage stations upon request by the City 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 six (6) 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 the District 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 the City 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 City 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. The District has forty-eight (48) hours to acknowledge the problem or equipment failure and determine how to correct it. The District will alert the City 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 the District at the City's request, if any.
- J. Not incur any financial commitment under this Agreement.

III. City Responsibilities

The City will:

- A. Maintain an inventory of replacement parts for the gage stations at the City and be prepared to provide the District access to the inventory within a forty-eight (48) hour notice. The City will provide an inventory status report of the replacement parts to the District quarterly. Should the District require a part that is not within the City inventory to repair a gage station, the City will purchase the required part and provide to the District for installation, within fourteen (14) days of notice by the District of the needed part.
- B. Pay the District Eighteen Thousand Three Hundred and No/100 Dollars (\$18,300.00) within thirty (30) days of the Effective Date of this Agreement as consideration for the District's effort to install six (6) gage stations.
- C. Pay the District an annual maintenance fee within thirty (30) days of each anniversary of the Effective Date of this Agreement for each City gage station that will be maintained by the District that year at a cost of Seven Hundred and No/100 Dollars (\$700.00) per gage station, totaling Four Thousand Two Hundred and No/100 Dollars (\$4,200.00) on the first anniversary, but which cost may be adjusted yearly thereafter at the discretion of the District 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 the District expenses not covered by the prepaid annual maintenance fee.
- E. The City 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 the District access to perform required work and maintenance.
- I. Keep gage sites mowed, free of debris to support proper gage function, and accessible for the District.

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, the District shall return the City funds provided under this Agreement, if any, less costs incurred by the District 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 City: City of League City
500 W. Walker Street
League City, Texas 77573
Attn: Flood Plain Administrator

With a copy to: City of League City
Attn: Mayor
300 W. Walker Street
League City, Texas 77573

For the District: 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

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 District fails or refuses to perform any of its obligations herein, City'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: July 14, 2020

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

DocuSigned by:

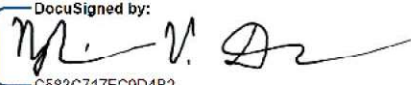
By: 27D876F21B1047A...
MITZI TURNER
Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:

By: AA44FE3917BC441...
LINA HIDALGO
County Judge

APPROVED AS TO FORM:

DocuSigned by:

By: C583C717FC9D4B2...
NGHIEM DOAN
City Attorney

ATTEST:

DocuSigned by:

By: 43740368A832499...
DIANA STAPP
City Secretary

CITY OF LEAGUE CITY

DocuSigned by:

By: AA44FE3917BC441...
JOHN BAUMGARTNER
City Manager

July 14, 2020

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

Approve: E/G

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 July 14, 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 CITY OF LEAGUE CITY**

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, 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 six (6) gage stations will transmit their data to the District's base station for reporting on the public Harris County Flood Warning System website; and

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

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

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 the City of League City, for the installation of six (6) 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.