

**INTERLOCAL AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF GAGE STATIONS
BETWEEN BRAZORIA DRAINAGE DISTRICT NO. 4 AND
THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

This interlocal agreement (“Agreement”) is made and entered into pursuant to state law, including Texas Government Code Ann. 791.001, *et. seq.*, by and between the **Brazoria Drainage District No. 4**, a body corporate and politic under the laws of the State of Texas (“BDD4”), and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas (the “District”). The District and BDD4 are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS:

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.

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.

The periodic flows from rainwater have the potential to cause extensive damage to property and loss of life.

Local goals for flood warning, flood damage reduction, and efficient drainage can be better achieved through cooperative management.

BDD4 desires that the District maintain a total of nineteen (19) gage stations that will be owned by BDD4 that measure rainfall amounts and water levels in channels.

The nineteen (19) gage stations will transmit their data to the District’s base station for reporting on the public Harris County Flood Warning System website.

BDD4 may request additional gage stations to be installed and maintained at any time during this Agreement by submitting a written request to the District.

The District has determined that maintaining the BDD4 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 BDD4.

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, BDD4 and the District hereby agree as follows:

TERMS:

1. Gage Stations

BDD4 owns and the District maintains nineteen (19) gage stations installed by the District under the authority of a previous interlocal agreement between the Parties entered into on May 14, 2019. The Parties have agreed upon the terms, provided below, whereby the District will maintain the existing nineteen (19) gage stations.

During the term of this Agreement, the Parties may, but shall not be obligated to, by an exchange of letters between BDD4 and the District, agree to the installation and maintenance of additional gage stations, subject to the encumbrance and payment of additional funds.

2. District Responsibilities

The District will:

- A. Provide preventative maintenance labor to the nineteen (19) 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 District standards. Additionally, recommendations will be provided for future site and system wide upgrades.
- B. Continue to use the sites of the existing gage stations as part of the District's publicly available Flood Warning System (FWS) website. Any additional gage stations agreed to under Section 1 will be added to the District's 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.
- C. Provide BDD4 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.
- D. Review BDD4 gage station data to verify timely and accurate data flow and determine any potential sensor concerns.
- E. 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 will alert BDD4 within forty-eight (48) hours to acknowledge any problem or equipment failure and determine how to correct it. The District will also notify BDD4 of the anticipated course of action for correction and when the gage station is successfully repaired.
- F. Maintain an accurate survey of gage station site elevations using determined benchmark elevations.
- G. Install new gage stations at locations, as jointly agreed to by the Parties pursuant to Section 1, for additional consideration.
- H. Perform these same services for each additional gage station installed by the District at BDD4's request, if any.
- I. Not incur any financial commitment under this Agreement. BDD4 understands and agrees, said understanding and agreement being of the absolute essence of this Agreement, that the District is not appropriating funds under this Agreement for the completion of the work.

3. BDD4 Responsibilities

BDD4 will:

- A. Maintain an inventory of replacement parts for the gage stations at BDD4 and be prepared to provide the District access to the inventory within forty-eight (48) hours of notice. BDD4 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 BDD4 inventory to repair a gage station, BDD4 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 an annual maintenance fee within thirty (30) days of each anniversary of the Effective Date of this Agreement for each BDD4 gage station that will be maintained by the District that year at a cost of \$700.00 per gage station on the first anniversary, but which cost may be adjusted yearly thereafter at the discretion of the District to reflect increased expenses.
- C. 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.
- D. BDD4 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.

4. 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 BDD4 funds provided under this Agreement, if any, less costs incurred by the District for services performed prior to the effective date of such termination.

5. 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 BDD4: Brazoria Drainage District No. 4
4813 W. Broadway
Pearland, Texas 77581
Attn: Adrian Gengo

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

6. 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.
- B. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the District. The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- C. In the event the District fails or refuses to perform any of its obligations herein, BDD4's sole remedy shall be to terminate this Agreement.
- D. 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.
- E. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent

jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

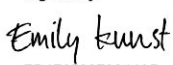
- F. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both Parties.
- G. The District does not agree to binding arbitration, nor does the District waive its rights to a jury trial.
- H. This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
- I. 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 date the Agreement is approved by the Commissioners Court of Harris County ("Effective Date").

Date: _____

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
Harris County Attorney

Signed by:

 By: _____
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 EMILY KUNST
 Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL DISTRICT

By: _____
 LINA HIDALGO
 County Judge

APPROVED AS TO FORM:

Signed by:

 By: _____
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 DIANA MILLER
 Brazoria Drainage District No. 4 Attorney

BRAZORIA DRAINAGE DISTRICT NO. 4

Signed by:

 By: _____
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 JEFF BRENNAN, Chairman

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 all members present, except _____.

A quorum was present. 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 BRAZORIA DRAINAGE DISTRICT NO. 4**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Lesley Briones	<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:

RECITALS:

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.

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.

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BDD4 may request additional gage stations to be installed and maintained at any time during this Agreement by submitting a written request to the District.

The District has determined that maintaining the BDD4 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 BDD4.

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 Brazoria Drainage District No. 4, for the installation of nineteen (19) gage stations and maintenance 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: All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.