

To: Harris County Commissioners Court
Russell A Poppe
Through: Russell A. Poppe, P.E., Executive Director, Harris County Flood Control District
 ..prepared
Prepared By: Matthew K. Zeve, P.E., Deputy Executive Director, Harris County Flood Control District

Subject: Interlocal Agreement with City of Jersey Village
 ..end
Project ID (If applicable): E127-00-00-E001

Purpose and Request:

..title
 Authorization to execute an interlocal agreement with the City of Jersey Village for a partnership project for the reduction of flood damage along HCFCD Unit E127-00-00. Funds are available in the amount of \$1,500,000. (White Oak Bayou Watershed, Bond ID CI-010, Project ID E127-00-00-E001, Agreement No. 2021-101, Precinct 4).
 ..end

Background and Discussion:

Partnership Project with the City of Jersey Village to provide flood damage reduction along E127-00-00 and possible recreational amenities. This project will consist of an Interlocal agreement between HCFCD and CoJV where Jersey Village will take the lead in managing the project.

Fiscal Impact:

This proposed partnership project with the City of Jersey Village will be led by the City. The Flood Control District will contribute a maximum of \$1.5M to the cost of the project. The funding is included in the 2018 Bond Program.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: <i>[Please provide service or division where expenditure will be used]*</i>			
Existing Budget	\$0	\$0	\$0
Additional Appropriation Requested	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0
Funding Sources	\$0	\$0	\$0
Existing Department Budget	\$0	\$0	\$0
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)	\$0	\$0	\$0
2018 HCFCD Bond Program CI-010*	\$0	\$1,500,000	\$0
Total Sources	\$0	\$1,500,000	\$0

Alternatives:

The alternative would be to not enter into this agreement with the City of Jersey Village. However, this partnership project was planned in 2018 as part of the Bond Program and is mutually beneficial to the City and the Flood Control District.

Alignment with Strategic Objective:

SO1.1 - Continuously plan CIP projects to improve conveyance capabilities of Harris County through addition of assets to FCD infrastructure and improving existing assets within FCD's existing infrastructure.

SO2.1 - Reducing flooding risks across Harris County by completing projects in the 2018 Harris County Flood Control District Bond Program by 2030.

SO3.1 - Reducing flooding risks across Harris County by continuing to be aggressive in pursuing funding from grants, state and federal partnerships, and other sources of funding for flood damage reduction projects.

Attachments: Agreement

INTERLOCAL AGREEMENT
(Drainage Improvements along E127-00-00)
(HCFCD Unit E127-00-00, from Jones Road to the confluence of E100-00-00)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV'T CODE, ch 791) by and between the **City of Jersey Village**, hereinafter referred to as "City", which is a city in Harris County, Texas, and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "HCFCD" or "District" or (each, a "Party", and collectively, the "Parties").

WITNESSETH

WHEREAS, the City has an established need to improve HCFCD Unit E127-00-00 ("Channel") for improved channel conveyance and flood damage reduction benefits with appropriate regard for community and natural values ("Project"); and

WHEREAS, the Project would improve efficiency of the District's nearby infrastructure and is consistent with the District's desire to support flood damage reduction efforts county-wide; and

WHEREAS, the Parties therefore desire to increase their efficiency and effectiveness by cooperating on the design and construction of the Project; and

WHEREAS, the City agrees to design, determine the right-of-way, acquire the permitting, and construct the Project; and

WHEREAS, the District agrees to contribute \$1,500,000.00 funding set forth in the 2018 Bond Election to the City towards the effort to acquire the necessary right-of-way, and to design, permit and construct the Project;

WHEREAS, the City agrees to contribute \$1,500,000.00 toward the effort to acquire the necessary right-of-way, and to design, permit, and construct the Project;

WHEREAS, the Project is a mutual benefit to the Parties and consistent with their authority and mission; and

WHEREAS, each Party will pay for the performance of these governmental functions or services from its current revenues so that the performing Party will be fairly compensated.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, the Parties agree as follows:

I.

The City at its sole discretion may develop, design, determine the right-of-way, and acquire appropriate permits to construct the Project. The City will ensure that the District has the same rights as the City within the State and County right-of-way for all work required in this Agreement.

II.

The City shall design and construct the Project in compliance with the current District Policy, Criteria, and Procedure Manual and incorporate the City's requirements needed to provide flood reduction benefit to the surrounding area. The City shall provide engineering services and related support services necessary for the preliminary engineering report ("PER"), and preparation of the plans, specifications, and estimates for the construction of the Project ("Construction Documents"). The City shall submit the PER and the Construction Documents to the District for the District's review and comment when approximately 50% and 100% complete, and the District shall provide written comments or approval, as appropriate, to the City within 30 calendar days of the receipt of such submittal.

III.

The District, at the concurrence of both Parties, may provide additional technical or non-technical assistance in support of the Project.

IV.

The City shall determine the right-of-way required for the Project. The District shall acquire in fee simple the right-of-way needed for the Project. Title to the property will be acquired in the District's name. Once the Project is complete, the District agrees to maintain it at its cost with its own equipment and personnel. The cost to acquire the right-of-way will be applied to the District's maximum contribution of \$1,500,000.00 noted under section VI in this Agreement.

V.

Either Party may terminate this Agreement by giving ninety (90) days written notice to the other Party. In the event of termination, the City shall refund to the District any unexpended funds received pursuant to this Agreement.

VI.

The City will contribute \$1,500,000.00 of its own funding toward right-of-way acquisition and completion of this Project.

The District shall contribute up to \$1,500,000.00 from the monies set aside under the 2018 Bond ID CI-010 toward right-of-way acquisition and completion of the Project.

Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the Parties' contributions may be allocated as needed among the activities described herein as necessary to acquire right-of-way and complete the Project, but neither Party is obligated to expend more than the maximum sum of \$1,500,000.00 to satisfy its obligations under this Agreement. The City may, but is not obligated to, encumber additional funds to complete the Project if the maximum contributions of the Parties as contemplated herein is not sufficient. The District is not obligated under any circumstances to expend more than the maximum sum of \$1,500,000.00 to satisfy its obligation under this Agreement.

VII.

If the sum paid by the District exceeds the amount necessary to acquire Project right-of-way and complete the Project, the City shall return such overage to the District within sixty (60) days of the completion of the Project.

VIII.

The District and its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to the City's performance under this Agreement during the period of performance of this Agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this Agreement, whichever time period is longer.

IX.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

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

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the City at the following address:

City of Jersey Village
16327 Lakeview Drive
Jersey Village, Texas 77040
Attn: City Manager

X.

This Agreement is not intended to and shall not create a joint enterprise between the District and the City. It is understood and agreed that the District and the District's personnel shall not be considered employees, agents, partners, joint ventures, or servants of the City. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose.

XI.

Neither Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

XII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by all Parties hereto.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:
Mitzi Turner
27D876F21B1047A...
By: _____
MITZI TURNER
Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

APPROVED AS TO FORM:

CITY OF JERSEY VILLAGE

DocuSigned by:
Justin Pruitt
1882E4D1388140D...
By: _____
Justin Pruitt
City Attorney

DocuSigned by:
Austin Bless
9BFB502F42D04C3...
By: _____
AUSTIN BLEESS
City Manager

DocuSigned by:
Lorri Coody
766C555C64CC47C...
By: _____
LORRI COODY
City Secretary

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:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	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 THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF JERSEY VILLAGE

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. R. Jack 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:

WHEREAS, the City has an established need to improve HCFCF Unit E127-00-00 ("Channel") for improved channel conveyance and flood damage reduction benefits with appropriate regard for community and natural values; and

WHEREAS, the District desires to support flood damage reduction efforts county-wide; and

WHEREAS, the Parties desire to improve conveyance and provide flood damage reduction in the Channel ("Project"); and

WHEREAS, the City agrees to design, determine the right-of-way, acquire the permitting, and construct the Project; and

WHEREAS, the District agrees to contribute funding set forth in the 2018 Bond Election to the City towards the effort to determine the right-of-way, design, permit and construct the Project;

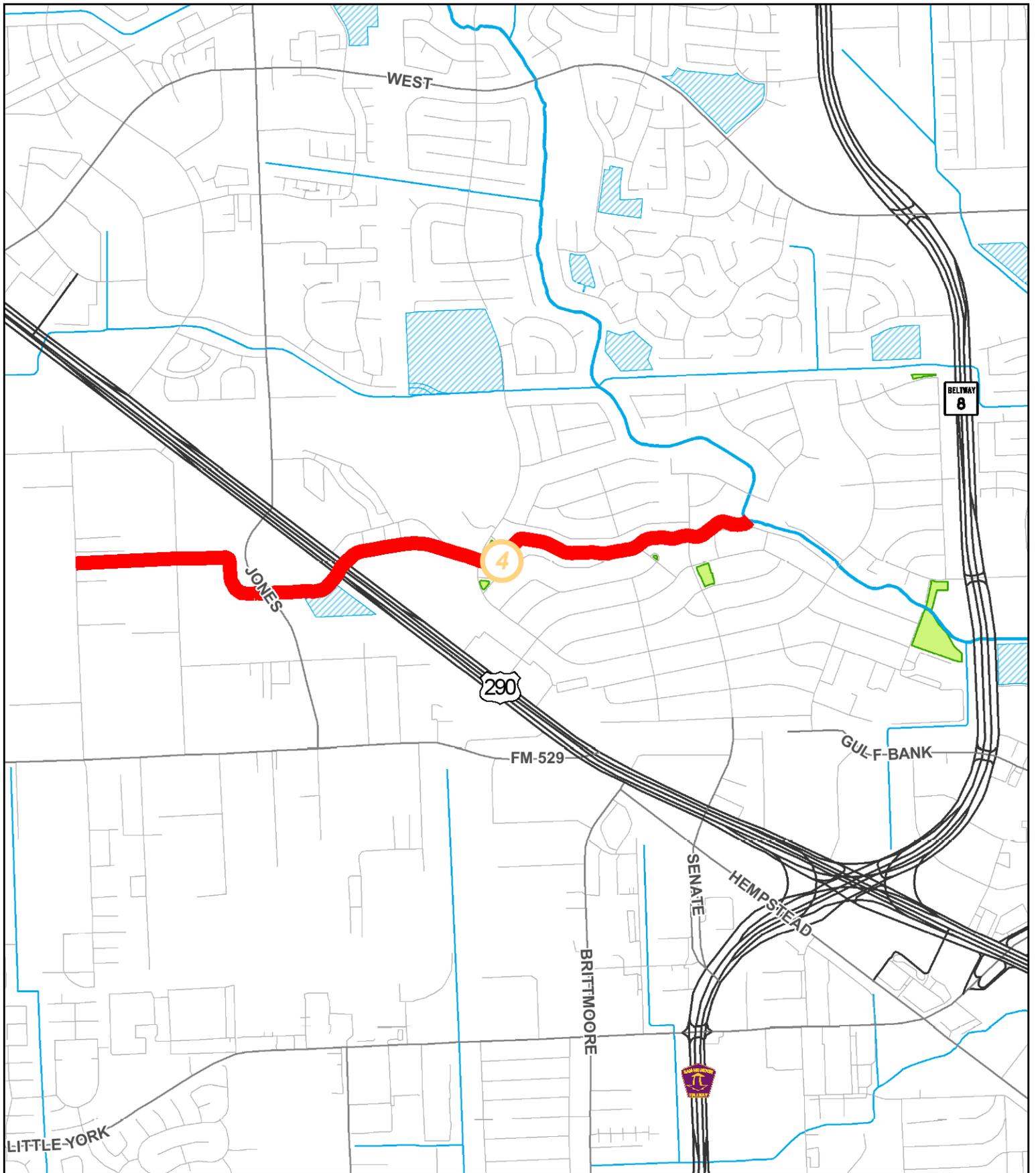
WHEREAS, the City agrees to contribute joint funding for the effort to acquire the right-of-way, design, permit, and construct the Project;

WHEREAS, The Project is a mutual benefit to the Parties and consistent with the authority and mission of the Parties.

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 Agreement by and between the Harris County Flood Control District and City of Jersey Village, for a fee to be paid by the District in the amount of \$1,500,000.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



Project ID: E127-00-00-E001
Watershed: White Oak Bayou
Precinct: 4

Pct No

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-  2
-  3
-  4

