



October 17, 2023

Honorable County Judge
& Commissioners

Attention: Commissioner Tom S. Ramsey, P.E.

SUBJECT: Recommendation by the County Engineer and the Harris County Flood Control District (District) Executive Director that Commissioners Court Approve the Joint Funding Structure between Harris County and the District for the Expansion of Cypress Park Stormwater Detention Basin, Precinct 3.

Dear Court Members:

It is recommended that Commissioners Court approve the Joint Funding Structure for the expansion and enhancements of K500-01-00 Stormwater Detention Basin, in accordance with the interlocal agreement framework approved by Commissioners Court on March 31, 2015.

Harris County will continue the design and construction of the basin expansion, gate system and recreation improvements to Cypress Park Stormwater Detention Basin. The District intends to contribute a maximum of \$3,500,000 from Bond ID Z-05 and \$1,500,000 from Bond ID Z-04 towards the cost of design and construction and maintain the facility, excluding the enhancements, upon the completion of the HCED/PCT 3 project.

The joint project and funding structure will facilitate more efficient and cost-effective governmental services.

Sincerely,

DocuSigned by:
A blue ink signature of Tina Petersen.
2B86E69B8F95484...

Tina Petersen, Ph.D., P.E.
Executive Director
Harris County Flood Control District

A blue ink signature of Milton Rahman.

Milton Rahman, Ph.D., P.E., PMP, CFM
County Engineer
Office of the County Engineer

TP:MR:abr
Attachment

cc: Commissioner Tom S. Ramsey, P.E., Pct. 3
Eric Heppen, Pct. 3
Lynn Blue, Pct. 3

Jessica Lazo HCFCD
Melissa Meyer, HCFCD
Brandie Zenon, HCFCD

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, 7th Floor
Houston, Texas 77002
(713) 755-5370

March 31, 2015

Honorable County Judge
& Commissioners

SUBJECT: Recommendation by the County Engineer that Commissioners Court Authorize the County Judge to Execute an Interlocal Agreement between Harris County and Harris County Flood Control District to Facilitate more Efficient Government Services by Providing Framework for Effective Collaboration on Joint Infrastructure Projects as well as Leveraging each other's Capabilities.

HCFCFCD AGREEMENT 2019-146

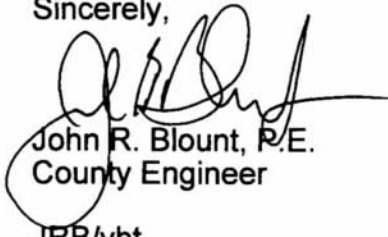
Dear Court Members:

Transmitted for your consideration is an Interlocal Agreement to be entered into by and between Harris County and Harris County Flood Control District to facilitate more efficient government services by providing framework for effective collaboration on joint infrastructure projects as well as leveraging each other's capabilities.

This Agreement has been reviewed and approved as to form by the County Attorney's Office.

Therefore, it is recommended that the County Judge execute three duplicate Agreements on behalf of Harris County and that the County Clerk return two (2) fully executed originals to this office for further handling.

Sincerely,



John R. Blount, P.E.
County Engineer

JRB/vht

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment

cc: Michael D. Talbott, P.E., HCFCFCD

US- org letter + 1 org Asmt

Eng- copy letter + 1 org Asmt

FC- copy

Aut- copy

Lance- copy

Rec'd 2 org Asmts

Presented to Commissioner's Court

MAR 31 2015

APPROVE C/L
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INTERLOCAL CONTRACT
(Joint Infrastructure Project Funding)

1. PARTIES

- 1.1 Parties. The Parties to this Interlocal Contract are **Harris County Flood Control District (DISTRICT)**, a body corporate and politic under the laws of the State of Texas and **Harris County (COUNTY)**, on behalf of Harris County Engineering Department (HCED). This Interlocal Contract is entered into pursuant to Chapter 791 Interlocal Cooperation Act of the Texas Government Code in order to increase the efficiency and effectiveness of local government.

2. PURPOSE

- 2.1 Interlocal Contract Description. It is a public benefit that the COUNTY and DISTRICT pool resources, eliminate duplication of effort, and coordinate their work on projects of mutual benefit to and that further the purposes of COUNTY and DISTRICT (Joint Infrastructure Projects), which often include construction projects. Each Joint Infrastructure Project will provide a quid pro quo or a mutual benefit to both COUNTY and DISTRICT. The purpose of this Agreement is to facilitate more efficient government services by providing a framework for effective collaboration on Joint Infrastructure Projects. This Agreement is intended to facilitate reimbursement of the performing entity by the benefitted entity for costs related to Joint Infrastructure Projects. In addition, each entity will be able to benefit from on-call contractor expertise of the other entity, such as professional services encompassed within Texas Government Code §2254.002(2).

3. PARTIES' REPRESENTATIONS

- 3.1 Work Authorizations. Each party will obtain prior written consent from its on-call service providers who provide work pursuant to this Agreement.

4. SCOPE OF WORK/SERVICES AND DELIVERABLES

- 4.1 Specific work, products, services, licenses and/or deliverables. Subject to specific funding allocation, appropriation, encumbrance, and certification as available by the County Auditor, HCED and DISTRICT are hereby authorized to expend budgeted funds on Joint Infrastructure Projects that meet the following criteria: 1) Commissioners Court, on behalf of both governing bodies, must consider and approve each Joint Infrastructure Project in advance, and such approval may be contained in a written order, such as an order authorizing HCED or DISTRICT to negotiate (or similar written instrument/resolution); and 2) Commissioners Court, on behalf of both governing bodies, must approve the joint funding structure (e.g., percentage) for the Joint Infrastructure Project, as well as the roles and responsibilities of HCED and DISTRICT. In addition, both DISTRICT and COUNTY (through HCED) are hereby authorized to utilize its own on-call contractors for the benefit of the other entity when the other entity fully funds the associated purchase with currently available budgeted funds in compliance with the rules and procedures of the Harris County Auditor and the Harris County Purchasing Agent.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

- 5.1 Applicable Laws. Each party shall comply with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed.

6. FUNDING, COMPENSATION AND/OR BASIS FOR PAYMENT, METHOD, AND LIMITATIONS

- 6.1. Payments/Compensation. Subject to the limitations in this Agreement, each party shall pay the other party without demand within 30 days after receiving documentation of an award of a contract for work pertaining to a Joint Infrastructure Project, an electronic funds transfer (or other appropriate release of funds, such as funding codes) in the amount or percentage previously determined by Commissioners Court and in compliance with the rules and procedures of the Harris County Auditor and the Harris County Purchasing Agent. In addition, both DISTRICT and HCED are hereby authorized to fully fund for its own benefit a purchase from the on-call contractors of the other entity with currently available budgeted funds in compliance with the rules and procedures of the Harris County Auditor and the Harris County Purchasing Agent.
- 6.2. Payments from Current Revenues for Costs. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party, including reasonably anticipated fees. Any payment structure for the performance of governmental functions or services is intended to be a reasonable reimbursement for governmental costs, and if at any time any party believes that the payment structure is either more or less than what would reasonably compensate the government for its costs, the Parties shall use good-faith efforts to revise the payment structure for future transactions.
- 6.3. Funding and Appropriations Limit. Any other provision notwithstanding, neither party shall be liable to pay the other party any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available by the County Auditor.

7. TERM OF THE AGREEMENT

- 7.1 Time Period. The time period for performance (term) of this Agreement shall start March 10, 2015, and continue *year-to-year* until terminated as provided for under the termination provisions of this Agreement.

8. TERMINATION PROVISIONS

- 8.1 Termination Without Cause. At any time during the term of this Agreement, either party may terminate this Agreement without cause by giving 30 days written notice to the other party, specifying the effective end date. HCED is authorized to give notice for COUNTY. Upon the termination's effective date, each party shall discontinue all services and any subcontracts in connection with the performance of this Agreement. However, any financial obligation incurred from contracts awarded pursuant to this Agreement shall survive the termination of this Agreement.

9. IMMUNITY

- 9.1 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.

10. MISCELLANEOUS

- 10.1 Notices to DISTRICT. Any notice (or billing invoice--unless otherwise specified elsewhere in this Agreement) required or permitted to be given by COUNTY or HCED to DISTRICT may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Michael D. Talbott, P.E.
Director
Harris County Flood Control District
9900 NORTHWEST FWY
Houston TX 77092-8601
Fax: 713-684-4102
Email: hcfcd@hcfcd.org

- 10.2 Notices to COUNTY. Any notice (or billing invoice--unless otherwise specified elsewhere in this Agreement) required or permitted to be given by DISTRICT 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.
County Engineer
Harris County Engineering Department
1001 PRESTON ST FL 7
HOUSTON TX 77002-1816
Email: AgreementInfo@hcpid.org

- 10.3 Receipt of Notice. Such notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 10.4 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.

HARRIS COUNTY

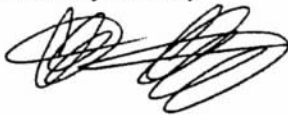
HARRIS COUNTY FLOOD CONTROL DISTRICT

By: Ed Emmett sa MAR 31 2015
Ed Emmett (date)
County Judge

By: Ed Emmett sa MAR 31 2015
Ed Emmett (date)
County Judge

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney



By: _____
Clyde Raymond Leuchtag
Assistant County Attorney

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By: _____
Mitzi Turner (date)
Assistant County Attorney

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 MAR 31 2015, with all members present except none.

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

ORDER AUTHORIZING THE INTERLOCAL CONTRACT WITH HARRIS COUNTY AND HARRIS COUNTY FLOOD CONTROL DISTRICT FOR JOINT INFRASTRUCTURE PROJECT FUNDING

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Lee 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. El Franco Lee	<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 the County Judge is authorized to execute the attached Interlocal Contract between **Harris County** and **Harris County Flood Control District** for **Joint Infrastructure Project Funding**. The Harris County Engineering Department and the Harris County Flood Control District Executive Director or his designee are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order. Subject to specific funding allocation, appropriation, encumbrance, and certification as available by the County Auditor, the Harris County Engineering Department and the Harris County Flood Control District are hereby authorized to expend budgeted funds on infrastructure projects pursuant to the attached Interlocal Contract. Both the Harris County Flood Control District and the Harris County Engineering Department are hereby authorized to fully fund for its own benefit a purchase from the on-call contractors of the other entity with currently available budgeted funds in compliance with the rules and procedures of the Harris County Auditor and the Harris County Purchasing Agent.

Presented to Commissioner's Court

MAR 31 2015

APPROVE

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