

INTERLOCAL AGREEMENT BETWEEN CITY OF HOUSTON AND HARRIS COUNTY FLOOD CONTROL DISTRICT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

THIS Interlocal Agreement ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV'T CODE ANN. Ch. 791) by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, (the "District"), and the **City of Houston**, a municipal corporation and home-rule municipality under the laws of the State of Texas, principally located in Harris County, Texas, acting by and through its City Council (the "City"). The District and the City are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties." This Agreement shall become effective when signed by both Parties (the "Effective Date").

WITNESSETH:

WHEREAS, the District and the City desire to partner on the design and construction of three stormwater detention basins on City property located along Brays Bayou, as shown on attached Exhibit A, to reduce the risk of flooding to Harris County residents; and

WHEREAS, the City has acquired 3 repetitive flood loss apartment complexes, and shall relocate the tenants, and design detention basins on the three properties at an estimated cost of \$18,900,000.00 and (ii) allocate any additional funds to cover any project costs exceeding the District's maximum \$7,600,000.00 contribution for the projects described below; and

WHEREAS, the City has acquired a repetitive flood apartment complex known as Appian Way located at 3200 North MacGregor Way, completed relocation of the tenants and desires to design and construct a detention facility that would mitigate storm sewer drainage improvements to the Southland Neighborhood; and

WHEREAS, the District agrees to (i) demolish the apartment complex and provide funds for construction of a stormwater detention basin on the property ("Project One") and (ii) contribute \$2,000,000.00 ("District Contribution to Project One") toward the demolition and construction costs; and

WHEREAS, the City also desires to design and construct a stormwater detention basin to mitigate proposed storm sewer drainage improvements in the Westbury neighborhood on property located at 11810 Chimney Rock Road ("Project Two"), and the District agrees to contribute \$2,500,000.00 toward the construction costs ("District Contribution to Project Two"); and

WHEREAS, the City also desires to design and construct a stormwater detention basin on vacant property located at 9100 Fondren Road to mitigate storm sewer drainage improvements in the Sharpstown Neighborhood ("Project Three"), and the District agrees to contribute \$3,100,000.00 toward the construction costs ("District Contribution to Project Three"). The City has already acquired the property in which Project Three shall be constructed and will complete the design of the project; and

WHEREAS, the City desires to convey fee title to the property in which Project One shall be constructed to District prior to the demolition of the apartment complex, subject to the permitted encumbrances stated in the deed conveying said property, and the District agrees to maintain said property; and

WHEREAS, after the completion of the construction of each basin for Projects Two and Three, the City desires to convey fee title to the properties in which Projects Two and Three shall be constructed to the District, subject to the permitted encumbrances stated in the deed conveying said property, and the District agrees to maintain said properties.

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

Article 1 **Funding**

District's Funding Obligation. Within forty-five (45) days of the Effective Date of this Agreement, the District will have available a maximum of \$7,600,000.00 ("Total District Cost") to contribute to the City for the projects described in this Agreement, and shall, upon receipt of a written request for payment for a project, pay the City the District's Contribution for that project. This Total District Cost includes \$2,000,000.00 to fulfill its obligation to pay the District's Contribution for Project One, \$2,500,000.00 to pay the District's Contribution to Project Two and \$3,100,000.00 to pay the District's Contribution to Project Three. The District shall make a payment for a project no later than forty-five (45) days from the receipt of the request for payment. The Total District Cost will go toward the demolition costs in Project One, including any excess costs over the contracted amount of \$200,000.00 for the demolition but not to exceed \$2,000,000.00, and the design and construction of the detention basins for all three projects. No District funds shall be used to acquire any right-of-way that may be needed or any environmental remediation. The costs of each project will be allocated separately and funds from one project cannot be used for costs incurred in another project.

The City has been advised by the District and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement. Any additional costs of the projects will be paid by the City.

City's Funding Obligation. The City has acquired 3 repetitive flood loss apartment complexes, and shall relocate the tenants, and design detention basins on the three properties at an estimated cost of \$18,900,000.00 and (ii) allocate any additional funds to cover any project costs exceeding the Total District Cost ("Total City Cost"). It is expressly understood that the City may not obligate itself by contract to pay more money than the amount the City of Houston City Council ("City Council") appropriates to fulfill the City's obligations under this Agreement, and that the City may, but is not required to, appropriate or allocate additional funds for the completion of the Project. The City's duty to pay money for any purpose under this Agreement is limited, in its entirety, by the provisions of this section and City Council approval, if required.

Article 2

Plans and Specifications

The City will design and construct the projects in accordance with the District's Policy Criteria and Procedures Manual. The City shall provide the District with 30 percent, 60 percent and 90 percent plans for review and approval and the District shall have access to and the right to be furnished with, at any time and upon request, documents relevant to the completion of the feasibility and preliminary engineering documents and design and permitting activities, including, but not limited to, relevant drawings, specifications, agreements, permits, approvals, permissions, letters, denials, and any other relevant documents and correspondence concerning the completion of the projects.

Article 3

Audit

The City will provide the District with monthly reports detailing each project's costs and monthly project activities. The District may request an audit at the completion of the Project for the expenditure of funds from the Total District Cost and should the District disagree with an expenditure paid with funds from the Total District Cost, the District shall alert the City of such disagreement, and allow the City fifteen (15) business days to review the expenditure and respond accordingly. Should the District and the City agree an expenditure paid with funds from the Total District Cost was erroneous or unauthorized, the City will refund to the District said funds and pay the cost of the audit.

Article 4

Title to the District

Project One: Prior to the demolition of the apartment complex on the property, the City shall convey fee title to the property to the District using a form similar to the document attached hereto as Exhibit B. Such conveyance shall occur no later than 30 days from the date of the countersignature of the City Controller allowing access to the City to design and construct the Project. The City has advised the District that it is not the recipient of any federal funds for the purpose of designing or constructing Project One and that the District is not restricted in the future from using federal funds for projects on the property. The District will provide the City a Certificate of Completion when the apartment complex has been demolished. The District will give the City a temporary right of entry and a 36-month temporary construction easement to complete Project One.

Projects Two and Three: After completion of the construction of a project, the City shall convey fee title to the property where the project was built to the District. The City shall convey the property to the District using a form similar to the document attached hereto as Exhibit B. The City has advised the District that it is not the recipient of any federal funds for the purpose of designing or constructing Projects Two and Three and that the District is not restricted in the future from using federal funds for projects on the property. The City will be responsible for removing all environmental contamination, including lead and asbestos, as required by law prior to conveying the property to the District.

Article 5

Term and Termination

The term of this Agreement shall be from the Effective Date until the completion of each project. Should the City terminate any project prior to its completion, it will refund to the District the District

Contribution to that project. Nothing herein obligates the City to construct any of the projects described herein, but if a project has no plans or specifications within three years after the Effective Date, the City will refund to the District the District Contribution for that project. If the District terminates this Agreement for any reason other than set out herein, the City may keep the District Contribution for the project. Each project is terminated on its own and has no effect on the remaining projects.

Article 6 **Notice**

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
Attention: 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 Houston
Houston Public Works
611 Walker, 25th floor
Houston, Texas 77002
Attention: Director

Article 7 **Indemnification**

The City will cause to be inserted in the construction contract for each project an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the project or any associated improvements, or on account of any act of omission by the contractor. The City will require its contractors to name the District as an additional insured.

Article 8 **Public Release of information**

The Parties will endeavor to give each other at least 72-hours-notice of release of information regarding the Project to the news media, private citizens or community organizations; however, this article shall have no application to any release of information based upon approval of this Agreement or any amendment thereto by the governing bodies of the Parties.

Article 9
Assignment

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.

Article 10
Miscellaneous

- 1) The recitals set forth in this Agreement are, by reference, incorporated into and deemed a part of this Agreement.
- 2) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.
- 3) Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- 4) One or more waivers of any covenant, term or condition of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by the other Party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- 5) All remedies of the Parties under this Agreement are cumulative, and the election of any remedy by a Party shall not foreclose that Party from pursuing any other equitable or legal remedy.
- 6) This Agreement is not intended to and shall not create a joint enterprise between the City and the District. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. It is also understood and agreed that the City and the City's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District.
- 7) 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.
- 8) Notwithstanding anything contained in the Agreement to the contrary, it is expressly understood and agreed that in the execution of this Agreement, neither Party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9) This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- 10) 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 both Parties hereto. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

11) Should any provision of this Agreement require judicial interpretation, the Parties hereto stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of any rule or conclusion that a document should be construed more strictly against the Party who prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____, 2022.

APPROVED AS TO FORM

CHRISTIAN D. MENEFEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By: 
D9FE318CE1BA4BE...
Laura Fiorentino Cahill
Senior Assistant County Attorney

By: _____
Lina Hidalgo
County Judge

CITY OF HOUSTON

By: _____
SYLVESTER TURNER, Mayor

ATTEST/SEAL:

COUNTERSIGNED BY:

By: _____
Pat Jefferson-Daniel, City Secretary

By: _____
City Controller

DATE COUNTERSIGNED:

APPROVED:

APPROVED:

By: _____
Director, Housing Public Works

By: _____
Director, Housing and Community
Development Department

APPROVED AS TO FORM:

By: _____
Senior Assistant City Attorney

LD#: 0292100545001

EXHIBIT A

Brays Bayou map

3200 MacGregor



11810 Chimney Rock



9100 Fondren

Detention Location approx 105 ac-ft

Map showing the location of a detention facility (approx 105 ac-ft) in the 9100 Fondren area, near Braeburn Valley Dr and Braeswood Blvd. The map includes surrounding streets, schools (Sharpstown High School, McNamara Elementary School, Fondren Middle School), and parks (Stein Family Park).

EXHIBIT B**When recorded, return to:****THE CITY OF HOUSTON****2100 Travis, 9th Floor****Houston, TX 77251-1562****Attention: Real Estate Manager-Ms. Rupa Sen, Housing and Community Development Department**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

_____, 2022

STATE OF TEXAS §
 §
 COUNTY OF _____ §

CITY OF HOUSTON, TEXAS, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, by these presents does hereby Grant, Bargain, Sell, and Convey, unto the **HARRIS COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic under the laws of the State of Texas ("**Grantee**"), for itself and its successors and assigns (i) all that real property situated in the County of Harris, State of Texas, and more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes, and (ii) together with all improvements now or hereafter situated thereon (collectively, the "**Property**"), TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining thereto.

This Deed is made and accepted expressly subject to the matters set forth in **Exhibit B** attached hereto and made a part hereof for all purposes ("Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through or under Grantor, but not otherwise.

COVENANTS RUNNING WITH THE PROPERTY

WHEREAS, Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funding for this Agreement is appropriated to the United States Department of Housing and Urban Development (“HUD”) under the Continuing Appropriations Act, 2017 (Pub. L. 114-223) for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5301 *et. seq.*) related to disaster relief long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from the 2016 Tax Day Flood or May 2016 Flood Events, under Federal Emergency Management Agency designations “DR-4269-TX” or “DR-4272-TX”, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §5121, *et. seq.*);

WHEREAS, additional CDBG-DR funding for this Agreement is appropriated to HUD under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Pub. L. 115-56) for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5301 *et. seq.*) related to disaster relief long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from Hurricane Harvey, under Federal Emergency Management Agency designation “DR-4332”, which is a Presidentially declared major disaster area under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §5121, *et. seq.*);

WHEREAS, supplemental CDBG-DR funding was appropriated to HUD under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Pub. Law 115-123) (together with Pub. L. 114-223, Pub. L. 115-56, the “Appropriation”);

WHEREAS, through the publication of 81 Fed. Reg. 83254 (Nov. 21, 2016), 83 Fed. Reg. 5844 (Feb. 9, 2018) and 83 Fed. Reg. 40314 (Aug. 14, 2018), HUD allocated, from the Appropriation, \$5,721,590,000.00 in CDBG-DR funding (the “State Allocation”) to the Texas General Land Office (“GLO”);

WHEREAS, from the State Allocation, the Grantee has received a direct allocation from the GLO of \$1,299,364,739.00 of CDBG-DR development and implementation of programs that directly benefit the residents of the City of Houston, Texas;

WHEREAS, Grantee has created the Multi-family Voluntary Buyout Program (“MVB Program”) to acquire residential properties located in a floodway or floodplain to reduce the risk of future flooding by converting the properties to greenspace or detention basins in areas in the City of Houston with at least a 51% Low- to Moderate-Income (“LMI”) population; and

WHEREAS, properties acquired by Grantee pursuant to the MVB Program must be dedicated and maintained as greenspace or detention in perpetuity;

NOW, THEREFORE, in accordance with and in furtherance of the requirements set forth in 81 Fed. Reg. 83254, the conveyance of the Property is made by Grantor and accepted by Grantee subject to the following:

1. The Property shall be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.

2. No new structure will be erected on property acquired, accepted, or from which a structure was removed under the acquisition or relocation program other than: (a) a public facility that is open on all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (b) a rest room; or (c) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure.

3. No subsequent application for additional disaster assistance for any purpose or to repair damage or make improvements of any sort will be made by the recipient to any Federal entity in perpetuity.

4. The foregoing covenants and agreements are adopted for, and placed upon the Property, and shall run with the land, be binding upon all parties, now and at any time hereafter, having or claiming any right, title or interest in or to the Property or any part thereof, their heirs, legal representatives, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired and any conveyance of any interest in the Property by Grantee or a subsequent owner must reference and incorporate the foregoing covenants and require the Property to be dedicated and maintained for compatible uses in perpetuity. The foregoing covenants may be enforced by Grantee, GLO or HUD, jointly or severally; however, failure, refusal or inability by either Grantee, GLO or HUD, jointly or severally, to enforce any of the foregoing covenants shall in no event be deemed a waiver or release of the right to do so thereafter. If one or more of the foregoing covenants shall be held unenforceable, invalid or illegal in any respect, such unenforceability, invalidity or illegality shall not affect any other provision of said covenants, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

IN WITNESS WHEREOF, the parties have executed this Special Warranty Deed to be effective as of the date first written herein.

GRANTOR:

CITY OF HOUSTON, TEXAS, a
municipal corporation

ATTEST:

City Secretary_____
Sylvester Turner
Mayor

APPROVED AS TO FORM:

Senior Assistant City Attorney
L.D. File Number: 0292100545001 _____THE STATE OF TEXAS§
§
§COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of _____, 2022, by Sylvester Turner, Mayor of the City of Houston, Texas, a municipal corporation, on behalf of said municipal corporation.

Notary Public

Grantor's Address:

City of Houston
2100 Travis, 9th Floor
Houston, TX 77251-1562
Attention: Real Estate Manager-Ms. Rupa Sen, Housing and Community Development
Department

EXHIBIT A

Legal Description

[to be inserted at time of conveyance]

EXHIBIT B

Permitted Encumbrances

[to be inserted at time of conveyance]

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except _____.

A quorum was present. 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 HOUSTON, TEXAS**

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
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 District and the City desire to partner on the design and construction of three stormwater detention basins on City property located along Brays Bayou, as shown on attached Exhibit A, to reduce the risk of flooding to Harris County residents; and

WHEREAS, the City has acquired 3 repetitive flood loss apartment complexes, and shall relocate the tenants, and design detention basins on the three properties at an estimated cost of \$18,900,000.00 and (ii) allocate any additional funds to cover any project costs exceeding the District's maximum \$7,600,000.00 contribution for the projects described below; and

WHEREAS, the City has acquired a repetitive flood apartment complex known as Appian Way located at 3200 North MacGregor Way, completed relocation of the tenants and desires to design and construct a detention facility that would mitigate storm sewer drainage improvements to the Southland Neighborhood; and

WHEREAS, the District agrees to (i) demolish the apartment complex and provide funds for construction of a stormwater detention basin on the property ("Project One") and (ii) contribute \$2,000,000.00 ("District Contribution to Project One") toward the demolition and construction costs; and

WHEREAS, the City also desires to design and construct a stormwater detention basin to mitigate proposed storm sewer drainage improvements in the Westbury neighborhood on property located at 11810 Chimney Rock Road ("Project Two"), and the District agrees to

contribute \$2,500,000.00 toward the construction costs ("District Contribution to Project Two"); and

WHEREAS, the City also desires to design and construct a stormwater detention basin on vacant property located at 9100 Fondren Road to mitigate storm sewer drainage improvements in the Sharpstown Neighborhood ("Project Three"), and the District agrees to contribute \$3,100,000.00 toward the construction costs ("District Contribution to Project Three"). The City has already acquired the property in which Project Three shall be constructed and will complete the design of the project; and

WHEREAS, the City desires to convey fee title to the property in which Project One shall be constructed to District prior to the demolition of the apartment complex, subject to the permitted encumbrances stated in the deed conveying said property, and the District agrees to maintain said property; and

WHEREAS, after the completion of the construction of each basin for Projects Two and Three, the City desires to convey fee title to the properties in which Projects Two and Three shall be constructed to the District, subject to the permitted encumbrances stated in the deed conveying said property, and the District agrees to maintain said properties.

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 an Interlocal Agreement between the Harris County Flood Control District and the City of Houston for the design and construction of three detention basins along Brays Bayou for a maximum amount of \$7,600,000.00 to be paid to the City by the District, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.





