

## INTERLOCAL AGREEMENT

**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF HARRIS    §**

**THIS INTERLOCAL AGREEMENT** is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV'T CODE ANN., chapter 791) by and between the **Harris County Flood Control District**, a body corporate and politic of the State of Texas, hereinafter called "HCFCD" or the "District," and **Harris County**, hereinafter called the "County," each referred to herein as a "Party" or collectively as the "Parties."

### WITNESSETH:

The District plans to design and construct a detention basin for mitigation to improve drainage in those areas designated by the report titled "Greens Bayou Mid-Reach Channel Conveyance Improvements Drainage Study", hereinafter called the "Project," which outfalls into the Lauder Stormwater Detention Basin.

The District has determined the Project will provide mitigation for the Harris County Single Family New Construction Program – Connorvale Development (the "Development"), which shall consist of detention storage to serve as offsetting mitigation for future channel improvements in Greens Bayou.

The District and the County have previously participated in partnerships for area-wide drainage and flood control projects in the Greens Bayou watershed that are related to the Project.

The County has quantified the amount of detention necessary to mitigate for the impact of the Development to be 7.4 acre-feet. The District and County previously reached an informal agreement for 4 acre-feet of mitigation for the Development to be included in the Project. Discussions have since determined a need for an additional 3.4 acre-feet of mitigation bringing the total necessary mitigation to 7.4 acre-feet.

The existing storm sewer system going into Greens Bayou is currently at its' limit until the District provides 7.4 acre-feet of detention to mitigate the impact.

The Project capacity is dedicated to projects within the Greens Bayou watershed located north of Lauder Road between Aldine Westfield Rd. and John F. Kennedy Blvd.

Upon completion, the Project will include 7.4 acre-feet of storage in HCFCD Unit P500-06-00 that has not been allocated to any other specific project and may be allocated to the Development.

The value of the storage volume within Unit P500-06-00 basin is Twenty-Eight Thousand Nine Hundred Forty-Eight and 86/100 Dollars (\$28,948.86) per acre foot. The County previously provided the District with a check in the amount of One Hundred Fifteen Thousand Seven Hundred Ninety-Five and 43/100 Dollars (\$115,795.43) to pay for the initially planned four acre-feet of detention volume. The additional 3.4 acre-feet of detention volume is valued at Ninety-Eight Thousand Four Hundred and Twenty-Six and 12/100 Dollars (\$98,426.12). Therefore, the total cost for the detention volume needed as mitigation for the Development is Two Hundred Fourteen Thousand Two Hundred Twenty-One and 55/100 Dollars (\$214,221.55).

The District desires to sell and the County desires to purchase credit for 7.4 acre-feet of the District's 672 acre-feet of detention storage in HCFCD Unit P500-06-00 as partial mitigation for the Project, subject to the terms and conditions set out therein. As noted above, the District and County previously reached an informal agreement for the reservation of 4 acre-feet of mitigation for the Development to be included in the Project. The County provided the District with a check for said 4-acre feet. This Agreement is to formalize the prior understanding and add and pay for the reservation of an additional 3.4-acre feet.

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

1.

Within thirty (30) days after the date of this Agreement, the County shall transmit by check to the District the amount of Ninety-Eight Thousand Four Hundred and Twenty-Six and 12/100 Dollars (\$98,426.12) to reserve the additional 3.4 acre-feet of storage volume in Unit P500-06-00 as partial mitigation for the Project.

The previously provided check by the County for of One Hundred Fifteen Thousand Seven Hundred Ninety-Five and 43/100 Dollars (\$115,795.43) shall be considered payment for the initial reservation of four acre-feet of detention volume. No additional payment is required for the reservation of the 4-acre feet of detention.

Therefore, the total cost for the reservation of 7.4-acre feet of detention volume needed as mitigation for the Development is Two Hundred Fourteen Thousand Two Hundred Twenty-One and 55/100 Dollars (\$214,221.55).

2.

After the reservation of the mitigation volume, the District shall continue to own and maintain the storage volume within basin. The 7.4 acre-feet of storage volume reserved by the County shall be non-transferable. If such storage volume or some portion thereof is subsequently determined to no longer be needed by the County, the District shall have the right to repurchase the reserved storage volume at the original price of \$214,221.55 for the 7.4 acre-feet or \$28,948.86 per acre foot.

3.

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 County at the following address:

Harris County Engineering Department  
1111 Fannin St., 11<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: County Engineer

4.

This Agreement is not intended to and shall not create a joint enterprise between the District and the County. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint ventures, or servants of the County. It is also understood and agreed that the County and County personnel shall not be considered employees, agents, partners, joint ventures, servants of the District. 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. The party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein.

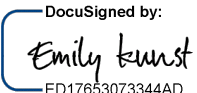
No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED on \_\_\_\_\_

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE  
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

DocuSigned by:  
  
By \_\_\_\_\_  
Emily Kunst  
Assistant County Attorney

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

HARRIS COUNTY

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

**THE STATE OF TEXAS     §**  
**§**  
**COUNTY OF HARRIS     §**

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 \_\_\_\_\_, 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  
HARRIS COUNTY**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. 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:

The District plans to design and construct a detention basin for mitigation to improve drainage in those areas designated by the report titled "Greens Bayou Mid-Reach Channel Conveyance Improvements Drainage Study", hereinafter called the "Project," which outfalls into the Lauder Stormwater Detention Basin.

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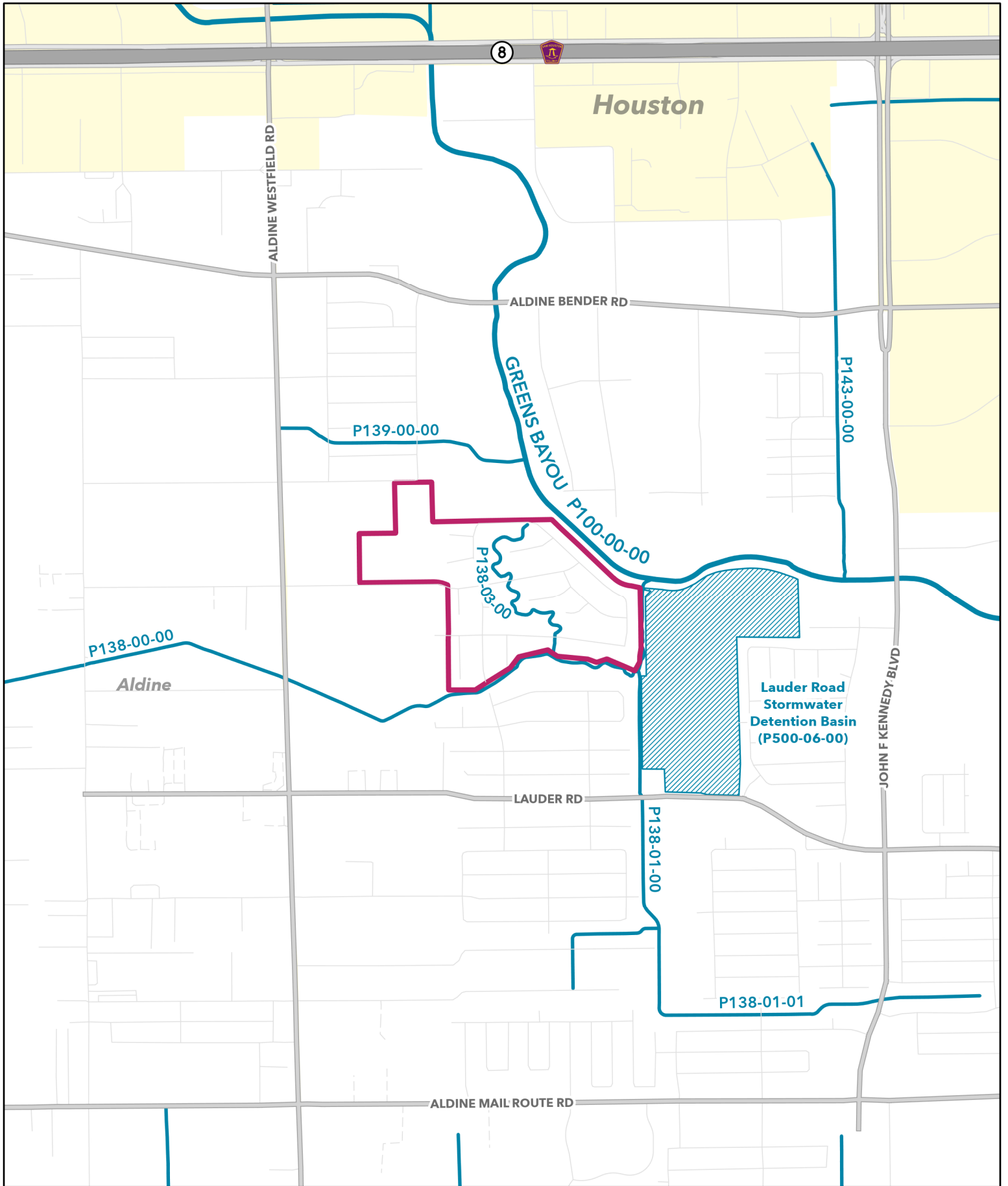
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NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- 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 Harris County, 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 purposes of this order.



**Project ID: P500-06-00-E006**  
**Watershed: Greens Bayou**  
**Precinct: 2**

- Project Boundary
- Harris County Precincts**
- Judge Lina Hidalgo
- 1 - Rodney Ellis
- 2 - Adrian Garcia
- 3 - Tom S. Ramsey, P.E.
- 4 - Lesley Briones

