

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

**Subject:** Interlocal Agreement with Harris County

..end

**Project ID (If applicable):** N/A

**Purpose and Request:**

..title

Authorization to execute and interlocal agreement with Harris County to utilize the Harris County Engineering Department, Real Property Division consultants and/or in-house staff to perform appraisal, relocation, and other property acquisition services for the Harris County Flood Control District. Funds are available in the amount of \$300,000. (Agreement No. 2022-08, County-wide)

..end

**Background and Discussion:**

*The Real Property Division of the Harris County Engineering Department provides real estate services to the Flood Control District which supports the home buyout program, capital improvement/Bond program, and maintenance program. The Real Property Division assists with getting appraisals on properties, guidance on acquisition negotiations, closing on properties, guidance on condemnation cases, and other tasks associated with real property actions. Due to the high volume of home buyouts and projects, the Real Property Division has had to increase staff and consultant capacity to keep pace with Flood Control District activities.*

**Fiscal Impact:**

*The Real Property Division requests \$300,000 for the current fiscal year for the services described above. The funding is included in the District's approved Operations and Maintenance budget.*

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
<b>Service Impacted:</b> <i>[Please provide service or division where expenditure will be used]*</i>			
Existing Budget	\$0	\$0	\$0
Additional Appropriation Requested	\$0	\$0	\$0
<b>Total Expenditures</b>	\$0	\$0	\$0
<b>Funding Sources</b>	\$0	\$0	\$0
Existing Department Budget	\$0	\$0	\$0
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)	\$0	\$0	\$0
HCFCD Operations & Maintenance*	\$0	\$300,000	\$0
<b>Total Sources</b>	\$0	\$300,000	\$0

**Alternatives:**

*If the District didn't work with the Real Property Division, the District would need to hire staff with the expertise housed within the Real Property Division and/or procure consultants to complete these tasks.*

**Alignment with Strategic Objective:**

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

*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.*

*SO1.3 - Successfully managing the District's Home Buyout Program by purchasing flood prone homes.*

**Attachments:** Agreement

## INTERLOCAL AGREEMENT

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS       §

THIS 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 **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas, (the "County"). The District and the County are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties." This agreement shall become effective as of the date on which it has been executed by both Parties ("Effective Date").

### RECITALS:

**WHEREAS**, on March 31, 2015, an interlocal agreement between the County and the District was approved by Commissioners Court to facilitate more efficient government services by providing a framework for effective collaboration on joint infrastructure projects as well as leveraging each other's capabilities; and

**WHEREAS**, the Party's desire to utilize the Harris County Engineering Department, Real Property Division ("HCED") consultants and/or in-house staff to perform appraisal, relocation, and other property acquisition services for the District ("Project" or "Projects"); and

**WHEREAS**, the District will pay \$300,000.00 to compensate the County for performing the Project during the initial term of this agreement and, prior to the end of each fiscal year, the Parties will agree upon an annual budget for the next fiscal year so the District may fairly compensate the County for HCED's expected services.

**WHEREAS**, the Parties agree that a public purpose will be served by completion of the Projects and all funds used to pay for the Projects will be taken from current fiscal funds.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereby agree as follows:

### Article I Scope of Services

The County agrees to provide, through HCED, management services for each Project requested by the District. Project management services will include planning, organizing and managing resources to bring about the successful completion of specific Project goals and objectives. HCED will provide labor and oversight of experienced contract managers, administrative staff, and appraisal analysts who are assigned to manage third-party vendor performance for appraisal acquisition and relocation services.

## **Article II Budget and Funding**

HCED operational budgetary needs to fulfill the County's obligations under this agreement will be reviewed and approved by both Parties as part of Harris County's fiscal year general fund budget process. Any changes to the annual budget provided by the District to HCED affecting HCED service delivery will be documented to estimate service expectations for the next fiscal year.

For and in consideration of the Project services to be provided by the County, the District shall pay the County \$300,000.00 on or before the 60th day after the Effective Date of this Agreement, and will pay the County the yearly budget amount estimated during the annual budget review for such services each subsequent year within thirty (30) days after the District receives its annual funds each fiscal year (all moneys paid by the District during the Term of this agreement are referred to herein as the "Funds").

The budget review will include an accounting for underpayment or overpayment of Funds by the District the previous year. Such amount will be added to or subtracted from the District's next payment.

## **Article III Personnel**

The Parties have estimated the personnel needs to fulfill the County's obligations for the initial Term of this agreement. Accordingly, the County has agreed to provide, and the District has agreed to pay for, the services (including salary and benefits, mileage reimbursement, training and the cost of any computer hardware and software necessary to carry out their assigned duties) of:

- 1 Project Control Specialist
- 1 Appraisal Analyst, and
- 1 Right-of-Way Coordinator

The cost to provide these personnel is included in the annual payment of Funds. Should the District's needs exceed the projections, additional personnel may be necessary, or the work may slow down. Any additional personnel will be approved by the District prior to hiring by submitting a written request to the District for approval.

## **Article IV Audit**

The County will provide to the District a detailed accounting of use of the Funds quarterly, including records detailing the number of hours each worker spent on each Project, and a description of the Project they worked on. The County will provide descriptions of the work at the same level of detail required by the Federal Emergency Management Agency or applicable partner agency for reporting work completed on grant funded projects.

Within sixty (60) days of termination of this agreement, the County will return all unused Funds and any portion of Funds expended that the District finds were not authorized for a requested Project.

## **Article V Term**

The term of this agreement shall be one year, beginning on the Effective Date, and thereafter renew automatically for one-year periods unless earlier terminated as provided herein. The initial term and any renewal term(s) are individually and collectively referred to as the "Term."

## **Article VI Termination**

Either Party may terminate this agreement without cause with thirty (30) days prior written notice. Any unused Funds shall be returned to the District within sixty (60) days of termination.

## **Article VII Not Joint Enterprise**

This agreement is not intended to and shall not create a joint enterprise between the County and the District. It is understood and agreed that the District and the District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the County. It is also understood and agreed that the County's personnel shall not be considered employees, agents, partners, joint venturers, or 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.

## **VIII 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, TX 77092  
Attention: 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  
1001 Preston Street  
Houston, TX 77002  
Attention: County Engineer

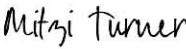
With a copy to:

Harris County Engineering Department  
10555 Northwest Freeway, Ste. 210  
Houston, TX 77092  
Attention: Real Property Division Director

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

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE  
Harris County Attorney

DocuSigned by:  
  
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By: \_\_\_\_\_  
MITZI TURNER  
Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

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, 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  
 HARRIS COUNTY, 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
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**, on March 31, 2015, an interlocal agreement between the County and the District was approved by Commissioners Court to facilitate more efficient government services by providing a framework for effective collaboration on joint infrastructure projects as well as leveraging each other's capabilities; and

**WHEREAS**, the Party's desire to utilize the Harris County Engineering Department, Real Property Division ("HCED") consultants and/or in-house staff to perform appraisal, relocation, and other property acquisition services for the District ("Project" or "Projects"); and

**WHEREAS**, the District will pay \$300,000.00 to compensate the County for performing the Project during the initial term of this agreement and, prior to the end of each fiscal year, the Parties will agree upon an annual budget for the next fiscal year so the District may fairly compensate the County for HCED's expected services.

**WHEREAS**, the Parties agree that a public purpose will be served by completion of the Projects and all funds used to pay for the Projects will be taken from current fiscal funds.

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, Texas, for a fee to be paid by the District in the amount of \$300,000.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.