

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: Renew Interlocal Agreement with the Harris County Soil and Water Conservation District No. 442

..end

Project ID (If applicable): P700-01-00-Y001

Purpose and Request:

..title

Authorization to renew an interlocal agreement with the Harris County Soil and Water Conservation District No. 442 to continue coordinating and supporting the mutual interests and activities of the parties, and for approval of payment in the amount of \$50,000.

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Background and Discussion:

This renewal will allow the District to continue coordinating and supporting the mutual interests and activities of the parties hereto and the efficient use of their respective natural and other resources in carrying out a broad program, including support of the District's Water Quality Compliance, Public Education and Environmental Research Programs, in accordance with Section V of the Interlocal Agreement approved by Commissioners Court on April 19, 2011. This is the final year of a ten-year study of tallow management in the Greens Bayou Wetlands Mitigation Bank.

Fiscal Impact:

The Flood Control District has allocated \$50,000 in the Operations and Maintenance budget for FY 21-22.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: N/A			
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
HCFCD Operations & Maintenance*	\$0	\$50,000	\$0
Total Sources	\$0	\$50,000	\$0

Alternatives:

The alternative is that we do not renew the agreement and terminate the work with the Soil and Water Conservation District No. 442, which includes developing nature-based techniques to address invasive species.

Alignment with Strategic Objective:

SO4.3 - Reducing flooding risks across Harris County by continuing to improve the maintenance and performance of District facilities which includes infrastructure vegetation management completing herbicide applications to all mowed channels.

Attachments:

Copy of original Interlocal Agreement

INTERGOVERNMENTAL AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to Title 7, Chapter 201, Subchapter G, Section 201.152, Subsections (c) and (d) of the Agriculture Code of Texas, as amended, and the Interlocal Cooperation Act (TEX. GOV'T CODE ANN., Ch. 791), by and between the **Harris County Soil and Water Conservation District No. 442**, a soil and water conservation district organized and existing under the laws of the State of Texas, hereinafter referred to as the "HCSWCD," and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "District."

WITNESSETH, that

WHEREAS, the HCSWCD desires to establish a basis for coordinating and supporting the mutual interests and activities of the parties hereto and the efficient use of their respective natural and other resources in carrying out a broad program, including support of the District's water quality compliance, public education, and environmental research programs related to water quality, cooperation with various other agencies and groups, for conserving and improving soil, water, vegetation, wildlife, and related natural resources and for controlling and/or reducing damage caused by floods, sedimentation, erosion, and pollution in Harris County, Texas; and

WHEREAS, the District desires and agrees to pay funds to the HCSWCD for the HCSWCD to use in obtaining all of the matching funds it is eligible to receive from the State of Texas for use in soil conservation and flood control programs and related activities in Harris County, Texas, in a sum not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) during one (1) District fiscal year, beginning with the 2011-2012 fiscal year. The Flood Control District may, but shall not be obligated to, from time to time, encumber additional funds if it desires to continue participation with the HCSWCD for (an) additional year(s), under the terms of this Agreement. Should the Flood Control District choose to renew this Agreement for one or more additional one (1) year periods the Director of the District or his designee ("Director") shall deliver written notice from the District to the Board of Directors Chairman of the HCSWCD of intent to renew the Agreement and shall encumber the necessary funds in an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) per fiscal year, certified as available therefor by the County Auditor.

NOW, THEREFORE, premises considered and in further consideration of the mutual covenants and agreements herein contained and the benefits to be derived therefrom, the parties hereto mutually agree as follows:

1.

The HCSWCD will furnish the District with a copy of a current list of the members of its Board of Directors, including their respective addresses and telephone numbers. The list will be mailed to the District upon the execution of this Agreement and then in March of each subsequent year. Should revisions be made to or changes occur in its Board of Directors, the HCSWCD will provide a revised list to the District within thirty (30) days of the making of such revisions or occurrence of such changes.

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II.

The HCSWCD will furnish the District with a copy of its Long-Range Program and Plan of Work and will keep the District updated as changes or revisions thereto are made. In addition, each year the HCSWCD will furnish the District with copies of its Annual Plan of Work, Annual Budget, Annual Financial Statement, and Annual Report.

III.

To the extent of its reasonable ability to do so, upon request, the HCSWCD will furnish technical assistance to the District and/or residents of Harris County and will assist any unit of the District with the formulation and implementation of a public education plan for storm water quality of sediment and erosion control plans, vegetation maintenance plans, or plans for natural resource management, and flood control programs. In addition, each year one to three additional deliverables related to water quality compliance and environmental research and approved each fiscal year by the Director will be required to be furnished to the District dependent on current funding and resource allocation, subject to prior approval of the Director of deliverables to be furnished and specific funding for each deliverable.

IV.

The HCSWCD will request written approval from the Director before any on-farm drainage systems are installed if such systems would outlet into a drainage facility owned or maintained by the District. Upon request, the HCSWCD shall permit the District to review its engineering notes on structures or works of improvement which outlet into county drainage facilities or facilities owned or maintained by the District.

V.

The District agrees to participate with the HCSWCD in seeking funds for the HCSWCD to use in obtaining all matching funds it is eligible to receive from the State of Texas for use in soil conservation and flood control programs and related activities in Harris County, Texas, in a sum not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) during the current fiscal year; PROVIDED, HOWEVER, that the District may renew this Agreement during one or more succeeding fiscal years; it may do so by delivering to HCSWCD written notice of its intent to renew this Agreement, signed by the Director, not less than thirty (30) days before the expiration of the initial or any renewal term and a payment by the District in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) not more than sixty days after such notice of intent to renew this Agreement

VI.

It is expressly understood and agreed by the parties, such understanding and agreement being of the essence to this Agreement, that the maximum sum the District has available to satisfy its obligations under this Agreement for the current fiscal year is the sum certified as available therefor by the County Auditor and the District shall not be obligated to expend more than said maximum sum during the current fiscal year. The District may, but shall not be obligated to, renew this Agreement as provided in Article V above, using funds to be certified by the County Auditor in succeeding fiscal years to fund such renewal(s), subject to the availability and certification of funds. If the Agreement is renewed for one or more additional one-year periods, the maximum sum the District shall have available to satisfy its obligations under this Agreement for such period shall be the sum certified as available therefor by the County Auditor for the then-current fiscal year.

VII.

District personnel, facilities, priorities of assistance, and working arrangements with other agencies shall remain under the administrative jurisdiction of the District.

VIII.

The term of this Agreement shall be one (1) year commencing on the date of execution hereof by the County Judge of Harris County, Texas, on behalf of the Harris County Flood Control District. The parties hereto may terminate this Agreement with or without cause prior to the expiration of said term upon the giving of at least thirty (30) days prior written notice to the other party hereto. In the event of renewal, such renewal term may be terminated upon the giving of at least thirty (30) days prior written notice to the other party hereto. In the event of termination hereunder by the HCSWCD, the HCSWCD shall return to the District a pro rata portion of the funds paid by the District for that fiscal year. Notice may be given to each party by registered or certified mail, postage prepaid, return receipt requested, addressed respectively as follows:

HCSWCD

Chairman, Board of Directors
Harris County Soil and Water Conservation
District No. 442
10808 Huffmeister Road
Houston, Texas 77065

District

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

The respective parties may designate in writing at any time and from time to time a different address for receiving notices by providing written notice of such address change to the other party, as provided above. All notices shall be considered given upon the proper deposit thereof in the United States Mail as aforesaid.

APR 19 2011

EXECUTED in three (3) original counterparts _____.

ATTEST:

HARRIS COUNTY SOIL AND WATER
CONSERVATION DISTRICT NO. 442

By Meg Rutnick
Secretary

By Sam Heflin
Vice Chairman, Board of Directors

APPROVED AS TO FORM:

VINCE RYAN
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By Paul Taparauskas
Paul Taparauskas
Senior Assistant County Attorney

By Ed Emmett
Ed Emmett
County Judge

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

APR 19 2011

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The Commissioners Court of Harris County, Texas, sitting as the governing body of the Harris County Flood Control District, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on APR 19 2011, with the following members present, to-wit:

Ed Emmett
 El Franco Lee
 Jack Morman
 Steve Radack
 Jerry Eversole

County Judge
 Commissioner, Precinct No. 1
 Commissioner, Precinct No. 2
 Commissioner, Precinct No. 3
 Commissioner, Precinct No. 4

and the following members absent, to-wit: None, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
 HARRIS COUNTY SOIL AND WATER CONSERVATION DISTRICT NO. 442
 AND HARRIS COUNTY FLOOD CONTROL DISTRICT**

Commissioner Morman introduced an order and made a motion that the same be adopted. Commissioner Radack 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 Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. El Franco Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	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. Jerry Eversole	<input checked="" 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 HCSWCD desires to establish a basis for coordinating and supporting the mutual interests and activities of the parties hereto and the efficient use of their respective natural and other resources in carrying out a broad program, including support of the District's water quality compliance, public education, and environmental research programs related to water quality, cooperation with various other agencies and groups, for conserving and improving soil, water, vegetation, wildlife, and related natural resources and for controlling and/or reducing damage caused by floods, sedimentation, erosion, and pollution in Harris County, Texas; and

WHEREAS, the District desires and agrees to pay funds to the HCSWCD for the HCSWCD to use in obtaining all of the matching funds it is eligible to receive from the State of Texas for use in soil conservation and flood control programs and related activities in Harris County, Texas, in a sum not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) during one (1) District fiscal year, beginning with the 2011-2012 fiscal year. The Flood Control District may, but shall not be obligated to, from time to time, encumber additional funds if it desires to continue participation with the

HCSWCD for (an) additional year(s), under the terms of this Agreement. Should the Flood Control District choose to renew this Agreement for one or more additional one (1) year periods the Director of the District or his designee ("Director") shall deliver written notice from the District to the Board of Directors Chairman of the HCSWCD of intent to renew the Agreement and shall encumber the necessary funds in an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) per fiscal year, certified as available therefor by the County Auditor.

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 Ed Emmett is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Intergovernmental Agreement by and between the Harris County Flood Control District and Harris County Soil and Water Conservation District No. 442, relating to services to be furnished by Harris County Soil and Water Conservation District No. 442, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.