



Harris County, Texas

1001 Preston St., Suite 934
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 22-0095

Agenda Date: 1/4/2022

Agenda #: 99.

Department: Flood Control District

Department Head/Elected Official: Alan R. Black, P.E., Interim Executive Director

Regular or Supplemental RCA: Regular RCA

Type of Request: Interlocal Agreement

Project ID (if applicable): B112-03-01-E001

Vendor/Entity Legal Name (if applicable): City of Deer Park

MWDBE Participation (if applicable): N/A

	YES	NO	ABSTAIN
Judge Lina Hidalgo	☒	☐	☐
Comm. Rodney Ellis	☒	☐	☐
Comm. Adrian Garcia	☒	☐	☐
Comm. Tom S. Ramsey	☒	☐	☐
Comm. R. Jack Cagle	☒	☐	☐

Request Summary (Agenda Caption):

Request for approval of an interlocal agreement with the City of Deer Park in the amount of \$3,352,879 for a partnership project for drainage improvements to College Park Subdivision. (Armand Bayou Watershed, Bond ID Z-02, Project ID B112-03-01-E001, Agreement No. 2022-50, Precinct 2).

Background and Discussion:

This partnership project will address flooding problems identified within the College Park subdivision neighborhood, which has reported repetitive flood losses in several homes from separate rainfall events. The proposed project, which entails storm sewer system improvements, right-of-way and easement acquisition, and a new detention basin, will provide the minimum 2-year conveyance capacity as well as alleviate structural flooding in the 100- year rainfall event. Along with the drainage improvements, the associated streets, sanitary sewer lines, and sidewalks will be reconstructed.

Expected Impact:

Proposed improvements are intended to allow for passable roadways and alleviate flooding of homes within the neighborhood during the 2- and 100-year rainfall events, respectively. The proposed project, along with the subsequent phases, is expected to result in the reduction of risk of inundation associated with the 100-year storm event for: 71 parcels, 27 structures, 1.31 miles of roadway, and 14.79 acres.

Alternative Options:

To not participate in the cost-sharing which would delay the realization of benefits for the area.

Alignment with Goal(s):

- ☐ Justice and Safety
- ☐ Economic Opportunity
- ☐ Housing
- ☐ Public Health

Presented to Commissioners Court

January 4, 2022

Approve: R/G

- ☐ Transportation
☒ Flooding
☐ Environment
☐ Governance and Customer Service

Prior Court Action (if any): N/A

Date	Agenda Item #	Action Taken

Location: N/A

Address (if applicable):

Precinct(s): Precinct 2

Fiscal and Personnel Summary			
Service Name	4.a.3 - Engineering Services		
	FY 21-22	FY 22	Next 3 FYs
Incremental Expenditures (do NOT write values in thousands or millions)			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$3,352,879	\$	\$
Total Incremental Expenditures	\$3,352,879	\$	\$
Funding Sources (do NOT write values in thousands or millions)			
Existing Budget			
Bonds	\$3,352,879	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$3,352,879	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
Total Funding Sources	\$3,352,879	\$	\$
Personnel (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
Total Personnel	-	-	-

Anticipated Implementation Date: January 4, 2022

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Alan R. Black, P.E., Interim Executive Director
Matthew K. Zeve, P.E., Deputy Executive Director

Attachments (if applicable): Agreement and Map

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into pursuant to Texas Government Code Ann. 791.001, et seq. (the Interlocal Cooperation Act), by and between **City of Deer Park**, a body corporate and politic under the laws of the State of Texas, located within Harris County, and hereinafter referred to as the "City," and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," or "HCFCD," each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the City desires to improve its storm sewer system drainage components and construct a detention basin for the College Park subdivision, hereinafter referred to as the "Project", as shown in the attached Exhibit A; and

WHEREAS, the District is willing to acquire the detention storage right-of-way, prepare the bid documents, permit, bid, design and construct the ("Project"), and

WHEREAS, the District's mission is to provide flood damage reduction projects that work, with appropriate regard for community and natural values, and desires to contribute to the Project to reduce the flood risk to City residents; and

WHEREAS, when the District completes the Project, it will convey the property it acquired for the detention storage to the City for the City to maintain; and

WHEREAS, the Parties estimate the Project will cost \$6,598,231.00 ("Total Project Cost") shown in attached Exhibit B, and

WHEREAS, the City is willing to contribute \$3,245,352.00 ("City Contribution") toward the Total Project Cost; and

WHEREAS, the District is willing to contribute a maximum of \$3,352,879.00 ("District Contribution") toward the Drainage Components of the Total Project Cost, as defined hereinbelow; and

WHEREAS, it is to the mutual covenants, agreements and benefits to the Parties to enter into this Agreement for the use and benefit of the Public.

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

I.
PAYMENTS

Within forty-five (45) days of the execution of this Agreement, by both Parties, the City shall pay the District the City Contribution. The District will contribute the District Contribution toward Drainage Components of the Total Project Cost, as defined herein below.

II.
REVIEWS

The District shall provide the City design plans for the Project at thirty (30), sixty (60) and ninety (90) percent complete for its review. The City shall provide comments to the District within twenty (20) days after receipt or the plans will be deemed approved. In the event (i) the changes or amendments result in a change in the cost of the Project the District shall obtain City approval prior to proceeding with the change. The District, upon approval by Harris County Commissioners Court, will pay half of any costs related to Drainage Components of the Project that exceed the amount of the District Contribution. The City, upon approval of the City Council of the City of Deer Park, will pay half the cost of any Drainage Components overruns and pay the full cost of any non-drainage element overages. Such payment shall be made by the City to the District within thirty (30) days after the approval by the City Council.

III.
PROPERTY ACQUISITION

Once the initial design is complete and the Parties have identified the property needed for the Project, the District will acquire the property in its name using its acquisition procedures. After the Project is complete, the District will convey all Project property, to the City, for the City to own and maintain.

Where the storm sewer improvements will be constructed, the City herein gives the District a temporary right of entry and construction easement to City property, to complete the Project.

IV.
BIDS

The District will award Project in accordance with competitive bidding laws applicable to the District.

The District's determination of the lowest responsible bidder for the Project's construction shall be final. If the District encounters environmental contamination or other issues, during work on City property for the storm sewer improvements, that make it impossible to continue the Project's construction, it shall immediately halt until the Parties have discussed how to proceed. Under no circumstances shall the District be responsible for any remediation costs or any costs associated with contamination on City property. If this Agreement is terminated by the City because of the contamination, the City will be responsible for the full (one-hundred percent) cost of the Project to the point of termination. If the District discovers environmental contamination on the property it acquires for the Project in its name, the Parties will share the cost of remediation or sell the property and share the proceeds.

V.
SITE ACCESS

The City shall have access at all reasonable times to the Project construction site and to all relevant drawings, specifications, contract documents, and records to verify that the Project is constructed in compliance with this Agreement. The District will include the City in all Project design and construction progress meetings.

VI.

PROJECT ACCOUNTING

The City has been advised by the District and the City clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of THREE MILLION THREE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-NINE AND ZERO/100 DOLLARS \$3,352,879.0 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the District must first be approved by Harris County Commissioners Court and certified as available by the County Auditor.

The District Contribution will go toward the Drainage Component(s) of the Project as defined as: property acquisition, site preparation, pavement and sidewalk reconstruction, designing and constructing the Project, utility adjustments, and additional services related to the listed components.

The District will conduct an accounting of all monies expended and distinguish which monies were spent on drainage and non-drainage components of the Project following the completion of the Project. The District will refund to the City its portion of any amount not spent as stated in this Agreement or any amendment to this Agreement.

VII.

TERMINATION

The City or the District may terminate this Agreement, except as stated in Paragraph IV above, without cause, by a thirty (30)-days' written notice to the other Party until such time as the District starts the property acquisition process. In this instance, the District will refund to the City any unspent portion of the City Contribution.

Except for Paragraph IV above, if the City terminates this Agreement after the District has started the property acquisition process, the District may: a) dismiss any lawsuit associated with the property acquisition and the City shall pay any costs associated with the dismissal or b) acquire the property for its use. In these instances, the District will refund to the City any remaining funds in the City Contribution.

If the City terminates this Agreement during Project construction, the District will keep the property ownership and any remaining funds in the City Contribution. In this scenario, the District will have no obligation to the City to complete the Project.

For this Agreement, the Parties agree that the property acquisition process has started when Harris County Commissioners Court has officially declared the acquisition of the property a public necessity.

VIII.
PROJECT COMPLETION

Within thirty (30) days of completion of the construction of the Project, the District shall provide the City with record drawings of the Project. The City will maintain the completed Project to the extent, and in the same manner, as other like facilities within the City.

IX.
(RESERVED)

X.
INDEMNIFICATION

The District will cause to be inserted in the construction contract for the 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 District will require its contractors to name the District and the City as additional insureds.

XI.
RELEASE OF INFORMATION

The Parties agree to give each other at least seventy-two (72) hours' notice of release of information regarding the Project to the news media, private citizens or community organizations.

XII.
NOTICES

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 addresses:

City of Deer Park
Attn. Mayor
710 East San Augustine Street
P.O. Box 700
Deer Park, Texas 77536-4258

XIII.
CONSENT

No Party hereto shall make, in whole or in part, any assignment of the Agreement or any obligation hereunder without the prior written consent of the other Parties.

XIV.
RIGHTS

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 the Parties hereto.

XV.
SEVERABILITY

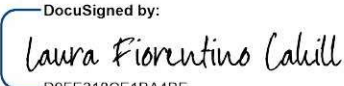
If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.

EXECUTED on January 4, 2022.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
Harris County Attorney

**HARRIS COUNTY FLOOD CONTROL
DISTRICT**

By: 
D9FE318CE1BA4BE...
LAURA FIORENTINO CAHILL
Senior Assistant County Attorney

By: 
LINA HIDALGO,
County Judge

ATTEST:

CITY OF DEER PARK

By: 
099C5263978A48F...
Shannon Bennett
City Secretary

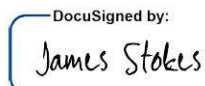
By: 
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James Stokes
City Manager



EXHIBIT B**College Park Subdivision Drainage Improvement
Estimated Project Cost**

Items	Totals
Construction	\$4,766,198
Engineering	\$611,506
Additional Services (material testing, construction administration, etc)	\$175,527
ROW (Detention Basin & Easement Acquisition)	\$1,045,000
Total	\$6,598,231
City of Deer Park Share (49%)	\$3,245,352
Harris County Share (51%)	\$3,352,879

January 4, 2022

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

Approve: R/G

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 January 4, 2022, 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: none constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BETWEEN CITY OF DEER PARK AND
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT

Commissioner Ramsey introduced an order and made a motion that the same be adopted. Commissioner Garcia 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	☒	☐	☐
NAYS:	Comm. Rodney Ellis	☒	☐	☐
ABSTENTIONS:	Comm. Adrian Garcia	☒	☐	☐
	Comm. Tom S. Ramsey, P.E.	☒	☐	☐
	Comm. R. Jack Cagle	☒	☐	☐

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 City desires to improve its storm sewer system drainage components and construct a detention basin for the College Park subdivision, hereinafter referred to as the "Project", as shown in the attached Exhibit A; and

WHEREAS, the District is willing to acquire the detention storage right-of-way, prepare the bid documents, permit, bid, design and construct the ("Project"), and

WHEREAS, the District's mission is to provide flood damage reduction projects that work, with appropriate regard for community and natural values, and desires to contribute to the Project to reduce the flood risk to City residents; and

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WHEREAS, it is to the mutual covenants, agreements and benefits to the Parties to enter into this Agreement for the use and benefit of the Public.

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 Interlocal Agreement by and through the Harris County Flood Control District and the City of Deer Park, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

