

**INTERLOCAL AGREEMENT
CITY OF DEER PARK DRAINAGE AND FLOOD CONTROL STUDY**

**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., Ch. 791) by and between the **HARRIS COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic under the laws of the State of Texas ("District") and the **CITY OF DEER PARK, TEXAS**, a home-rule city of the State of Texas, situated in Harris County, acting by and through its City Council ("the City").

WITNESSETH:

WHEREAS, this Interlocal Agreement is made under the authority granted by V.T.C.A., Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, the City and the District wish to enter into an Interlocal Agreement for the purposes of conducting a drainage and flood control study of the Boggy Bayou watershed (Harris County Flood Control District Unit G105-00-00) within the City of Deer Park (the "Study," as further identified below); the City has contracted with an engineering firm to conduct the Study; and

WHEREAS, it is mutually beneficial to the City and the District to participate in the Study and the parties are willing to commit the funding for the Study; and

WHEREAS, the City and the District desire to proceed with the Study subject to the terms and conditions herein.

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

Section 1. DEFINITIONS OF TERMS. Terms and expressions as used in this Agreement, unless the context shows otherwise, shall have the following meanings:

A. *"Study"* means a drainage and flood control study of the Boggy Bayou watershed (Harris County Flood Control District Unit G105-00-00) within the City of Deer Park, as described in Exhibit "A," which is attached and incorporated into this Agreement..

B. *"Study Cost"* means the fees earned by the engineering firm hired by the City to complete the Study.

Section 2. ADMINISTRATION OF STUDY.

A. The City shall lead the Study and use the engineering firm Cobb, Fendley & Associates, Inc., (the "Consultant") with whom the City has contracted for professional

engineering services. The District will participate in the Study by reviewing and approving the scope of the study, attending the meetings, providing comments, reviewing and approving reports and technical memorandums, and materials to be used at public meetings.

B. The City shall perform all administrative duties associated with contract administration necessary for the Study.

The Consultant and any other consultant retained for the Study shall be required to conduct the Study as agreed by the City and the District and must assign the copyright to the Study to the City and the District for joint ownership.

Section 3. FISCAL PROVISIONS. The total Study Cost is estimated to be \$84,560.00 with percentage shares and estimated contribution amounts established as follows:

City	50.0%	\$42,280.00
District	50.0%	\$42,280.00

The City shall pay for the direct costs of the Study. The District shall reimburse the City for actual costs of the Study up to but not to exceed \$42,280.00 according to the percentage shares in the above table. Upon review and approval of the final Study and final Study Cost by all parties, the City shall send the District an invoice, in a form acceptable to the Harris County Purchasing Agent, assessing the proportionate share to be paid by the District. The District shall forward its share to the City within 45 days of such notice.

The dollar amounts shown in the table above shall not be exceeded unless approved by each party and sufficient funds have been allocated therefor. During the Study, if any additional services or studies are identified and both parties concur, this Agreement shall be amended accordingly and the fee for the additional services or studies shall be shared equally, with the City providing 50% of the cost, and the District providing 50% of the cost.

Under no circumstances or interpretations hereof shall the District's share of expenses exceed 50% of the actual Study Cost.

Section 4. TERM OF AGREEMENT. The Study shall be completed on or before twelve (12) months from the date of signature of the last party to sign this Agreement. The time to complete the Study may be extended upon the agreement of both parties, but no such extension shall be beyond the contract expiration date of the Consultant.

Section 5. NOTICES. All notices or communications provided for herein shall be delivered to the City and the District or, if mailed, shall be sent to the City and the District at their respective addresses. For the purposes of notices, the addresses of the parties, until changed by written notice, shall be as follows:

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

City: City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536
Attention: City Manager

Section 6. IMMUNITY. It is expressly understood and agreed that in the execution of this Agreement, no 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.

Section 7. MISCELLANEOUS.

A. No party hereto shall make, in whole or in part, any assignment of this Agreement without the written consent of all other parties.

B. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

C. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the City (by authority of City Council), and the District. The City Manager is only authorized to perform the functions specifically delegated to him or her under this Agreement.

D. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the City and the District only.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original.

EXECUTED in triplicate originals

DATE SIGNED BY DISTRICT:

APPROVED AS TO FORM:

VINCE RYAN
HARRIS COUNTY ATTORNEY

**HARRIS COUNTY FLOOD CONTROL
DISTRICT**

By: _____
Mitzi Turner
Assistant County Attorney

By: _____
Lina Hidalgo
County Judge

CITY OF DEER PARK
("CITY")

ATTEST / SEAL:

By: _____
James Stokes
City Manager

By: _____
Shannon Bennett
City Clerk

DATE SIGNED BY CITY:

EXHIBIT "A"

SCOPE OF SERVICES

Task 1 - Project Startup

- Collection, Review and Analysis of Existing Plans, H&H Data, Maps and Reports
- Perform field visit
- Meetings/Coordination with City of Deer Park, HCFCFCD, and relevant stakeholders

Task 2 - Existing Condition Analysis

- Analyze LiDAR Data to determine existing condition overland sheet flow patterns
- Review provided TSARP subbasin boundaries and revise as necessary
- Review provided FEMA Effective hydrologic calculations (100-year TP-40 rainfall event) and revise as necessary.
- Review and update existing condition 100-year FEMA HEC-RAS geometry data based upon additional survey data
- Review and update provided SWMM outfall rating curve models as necessary to determine starting WSE for HEC-RAS model
- Create existing condition Un-Steady HEC-RAS model utilizing revised existing condition steady state geometry data
- Map revised existing 100-year floodplain
- Create 100-year flooding structural inventory based upon revised riverine floodplain

Task 3 - Proposed Condition Analysis

- Create alternatives which allow for reduction of hydraulic gradeline within the channel and water surface elevations outside the channel (to include additional/alternative flow paths and regional detention sites)
- Create maps, tables and exhibits necessary to document proposed improvements and reduced water surface elevations
- Determine recommended alternative and create proposed 100-year structural inventory

Task 4 - Project management

- Write preliminary drainage study report for submittal to Deer Park and HCFCFCD
- Prepare cost estimate(s) for recommended alternative drainage related items

Task 5 – Quality Control / Quality Assurance

- QA/QC Submittal
- Address any/all review comments

WHEREAS, it is mutually beneficial to the City and the District to participate in the Study and the parties are willing to commit the funding for the Study; and

WHEREAS, the City and the District desire to proceed with the Study subject to the terms and conditions as follows:

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 between the Harris County Flood Control District and the City of Deer Park, Texas for the purposes of conducting a drainage and flood control study of the Boggy Bayou watershed (Harris County Flood Control District Unit G105-00-00) within the City of Deer Park as defined in the Agreement, for a fee to be paid by the District of \$42,280.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

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