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7-12-18

STATE OF TEXAS

COUNTY OF BRAZORIA

INTERLOCAL AGREEMENT
BETWEEN
BRAZORIA COUNTY DRAINAGE DISTRICT NO. 8
AND
CITY OF DANBURY, TEXAS

This AGREEMENT is made at Danbury, Brazoria County, Texas between the BRAZORIA COUNTY DRAINAGE DISTRICT NO. 8, acting through its Board of Commissioners (hereinafter "the DISTRICT") and the CITY OF DANBURY, TEXAS, acting through its City Council (hereinafter "the CITY") respectively, each being a governmental entity pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, weather events during the recent time frame, involving the deposit of substantial storm-waters, has revealed to the CITY and the DISTRICT, as well as the residents of the DISTRICT and CITY, that the current condition of drainage infrastructure within the CITY, and subject to the control of the CITY, primarily drainage ditches located within public road rights-of-way, including existing driveway culverts which provide access from public roads, to adjoining private property, would benefit from review and revision to maximize the capacity of said drainage infrastructure to convey storm-waters; and,

WHEREAS, the CITY is contending with budgetary constraints that limit its ability to pursue such an overall drainage evaluation and improvement project; and,

WHEREAS, the CITY has initiated certain work on its drainage infrastructure, pursuant to an Interlocal Cooperation Agreement with Brazoria County, Texas; and,

WHEREAS, the DISTRICT has determined that it can dedicate resources available to it, to such a drainage evaluation and improvement project, which will benefit citizens of the CITY, who are also CITIZENS of the DISTRICT; and,

WHEREAS, the DISTRICT is willing to coordinate its drainage improvement efforts within the CITY, with work undertaken by the County; and,

WHEREAS, the parties have defined the drainage evaluation and improvement project to be covered by this agreement, as follows:

1. **Preliminary Planning:** Divide the CITY into four (4) quadrants for the purposes of

management of the project.

2. Design: The District will cause to be performed the necessary surveying and engineering work to:
 - (i) identify all existing drainage facilities within public rights-of-way under the control of the CITY;
 - (ii) establish flow-lines for each such drainage facility (essentially, drainage ditches), which will, when the ditch is revised to those specifications, maximize the transmission of storm-water flows through the facility;
 - (iii) identify all obstructions in the CITY's drainage facilities, including driveway culverts, and in the case of driveway culverts, to establish an engineering specification, as to size of pipe, as well as location of such pipe with reference to the flow-line of each ditch, which will maximize storm-water flows;
3. Construction: Commencing with Quadrant One of the CITY, upon completion of its engineering a design work, the DISTRICT will commence cleaning and revising drainage facilities, to produce revised drainage facilities with maximized flow-line capacities, which revision(s) shall include, as necessary, the re-setting and, as deemed appropriate, replacing the existing driveway culverts with properly sized drainage pipes.
4. Coordination with County and CITY: The DISTRICT will coordinate its work under this Interlocal Cooperation Agreement with the County, and the CITY, which designates Rodger Thomas (hereinafter "Authorized Representative"), as its representative for the purposes of interfacing with the DISTRICT concerning work performed under this Interlocal Cooperation Agreement.
5. CITY authorization: The CITY will authorize the DISTRICT to occupy, and perform work pursuant to this Interlocal Cooperation Agreement on all land controlled by the CITY, improved with drainage infrastructure within the CITY, primarily drainage ditches located within public road rights-of-way, including existing driveway culverts which provide access from public roads.
6. Estimated time frame: The parties anticipate that initial drainage evaluation, upgrade work to be performed pursuant to this Interlocal Cooperation Agreement, shall take approximately four (4) years, with one quadrant of the CITY to be covered during each year.

WHEREAS, the DISTRICT and the CITY have each now agreed to contribute certain materials, equipment, or efforts to complete the said work, pursuant to the authority of the Interlocal Cooperation act, V.T.C.A. Gov. Code Sec. 791.001 et seq.;

NOW, THEREFORE, for the mutual consideration and covenants set forth below, the

DISTRICT and the CITY agree as follows:

I.

- 1.01 To accomplish the tasks set forth above, in cooperation with the CITY under the Interlocal Cooperation Act and other applicable statutes, the DISTRICT shall provide the following:
1. Surveying and engineering work necessary to:
 - (i) identify all existing drainage facilities within public rights-of-way under the control of the CITY;
 - (ii) establish flow-lines for each such drainage facility (essentially, drainage ditches), which will, when the ditch is revised to those specifications, maximize the transmission of storm-water flows through the facility;
 - (iii) identify all obstructions in the CITY's drainage facilities, including driveway culverts, and in the case of driveway culverts, to establish an engineering specification, as to size of pipe, as well as location of such pipe with reference to the flow-line of each ditch, which will maximize storm-water flows.
 2. Construction work, in coordination with Brazoria County, to:
 - (i) Commencing with Quadrant One of the CITY, upon completion of its engineering a design work, the DISTRICT will commence cleaning and revising drainage facilities, to produce revised drainage facilities with maximized flow-line capacities, which revision(s) shall include, as necessary, the re-setting and, as deemed appropriate, replacing the existing driveway culverts with properly sized drainage pipes.
- 1.02 To accomplish the tasks set forth above, in cooperation with the DISTRICT under the Interlocal Cooperation Act and other applicable statutes, the CITY shall provide the following:
1. Authorization for the DISTRICT to occupy, and perform work pursuant to this Interlocal Cooperation Agreement all land controlled by the CITY, improved with drainage infrastructure within the CITY, primarily drainage ditches located within public road rights-of-way, including existing driveway culverts which provide access from public roads.
 2. Consultation, through its Authorized Representative, should any issues arise during this project, which requires detailed coordination with the CITY.
 3. Use of such equipment which the CITY may own, or control, for use in "jetting" out blockages within driveway culverts, with qualified operator, if available.

II.

- 2.01 The CITY and the DISTRICT, acknowledge that until surveying and engineering work needed to identify the scope of replacement/upgraded driveway culverts, as a preliminary to the matter of evaluating the costs presented by that element of the project.**
- 2.02 The CITY and the DISTRICT agree that upon completion of that surveying and engineering work, they will confer, and negotiate the sharing of costs to be incurred in the replacement of driveway culverts.**

III.

- 3.01 All parties intend that the DISTRICT, in performing such services, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The DISTRICT is not to be considered an agent or employee of the CITY.**
- 3.02 All parties intend that the CITY, in performing such services, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The CITY is not to be considered an agent or employee of the DISTRICT.**
- 3.03 To the extent permitted by law, the DISTRICT agrees to hold harmless and release the CITY, its agents, officers and employees from any and all loss, damage, cost demands and causes of action of any nature or kind, for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above referenced construction.**
- 3.04 To the extent permitted by law, the CITY agrees to hold harmless and release the DISTRICT, its agents, officers and employees from any and all loss, damage, cost demands and causes of action of any nature or kind, for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above referenced construction.**

IV.

- 4.01 The CITY executes this Agreement by and through its Mayor, acting pursuant to Order/Resolution/Ordinance of its City Council, so authorizing; and the DISTRICT executes this Agreement by and through the Chairman of the Board of Commissioners acting pursuant to authorization of the board of commissioners of that DISTRICT.**

V.

- 5.01 All payments shall be made from current revenue available to the payer.**

VI.

- 6.01 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.
- 6.02 Nothing herein shall be construed to create any rights in third parties.
- 6.03 This agreement may only be amended, modified, or supplemented in writing and subsequently dated by DISTRICT and CITY.

IN TESTIMONY OF WHICH, witness our signature on the execution dates herein below.


BRAZORIA COUNTY
DRAINAGE DISTRICT NO. 8

CITY OF DANBURY, TEXAS

BY: 

Name: Alan Joe Filipp
Title: Chairman of the
Board of Commissioners

Date Signed: 7-12-18

BY: 

Name: Melinda Strong
Title: Mayor

Date Signed: June 26, 2018