

**INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND CITY OF SEABROOK
FOR PLACEMENT OF AIR MONITORING EQUIPMENT IN FRIENDSHIP PARK**

This Interlocal Agreement for placement of air monitoring equipment in Friendship Park (the “Agreement”) is between the **CITY OF SEABROOK** (the “City”), a Texas home-rule municipal corporation, and **HARRIS COUNTY** (the “County”), a body corporate and politic under the laws of the State of Texas, through its Pollution Control Services Department (“Department” or “PCS”). The City and the County are sometimes referred to in this Agreement individually as a “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, the City owns Friendship Park, having a street address of 1500 Red Bluff Road, TX 77586 (the “Park”); and

WHEREAS, the County owns a gas chromatograph ambient air monitoring station (“air monitoring equipment”).

WHEREAS, the County requests permission to place the air monitoring equipment in the Park as part of the Community Air Monitoring Program;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the Parties, it is hereby agreed as follows:

Article I
Permission, Use, and Term

1.01 Permission. The City hereby authorizes the County to enter upon the Park to place and operate air monitoring equipment. The County may place a trailer housing the air monitoring equipment in the fenced area on the east side of the park, south of the playground. The County will be responsible for the trailer and all air monitoring equipment, electrical service, and any fencing alterations. The air monitoring station will measure speciated Volatile Organic Compounds in the ambient air and the resulting data will be posted for public viewing on the PCS website.

1.02 Term. The term (“Term”) of this Agreement will commence on the Effective Date and last for four (4) years unless terminated according to this Agreement.

1.03 No Interest in Land. It is expressly understood that the City is not granting the County a lease, franchise, easement, or other interest in the land comprising the Park, notwithstanding any contrary inference contained herein or elsewhere.

Article II
Use of Park, Control of Equipment, Limit of Appropriation

2.01 Use of Park. The City agrees to allow the County access to the Park for the air monitoring equipment, during hours established by mutual agreement of the designated Party representatives. Data derived from the equipment will be made available to the City and the general public. The City will maintain the Park during the Term of this Agreement in a safe condition and in compliance with the Americans with Disabilities Act and other relevant state and federal statutes and regulations. To maintain the integrity of the project and protect equipment, and to the extent resources are available and allocated, the County will maintain the grass within the fenced area around the air monitoring equipment, at mutually agreeable times. A list of tested compounds is attached as Exhibit A. A photograph of the area is attached as Exhibit B.

2.02 Control. During the Term of this Agreement, the County will have access to and control of the air monitoring equipment, and the Park will be operated and maintained according to the City's park rules and regulations. The City will keep fenced area locked and give the County a key, which the County will return upon the end of this Agreement.

2.03 Limit of Appropriation. No funds are appropriated by the County or City under this Agreement. The City, however, does contemplate operating and maintaining the Park in the manner in which the City operates and maintains other City parks. Further, the City is not obligated to appropriate funds now, or in the future, toward this Agreement. The County may, but shall not be obligated to, contribute funds and/or materials during the Term of this Agreement.

Article III Termination

This Agreement may be terminated by either Party with ten (10) days written notice to the other Party. Within ten (10) days of notice, the County will remove the air monitoring equipment from the Park.

Article IV Notices

All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to the City:

Brian Craig, P.E.
1100 Red Bluff Road
Seabrook, TX 77586

If to the County:

Harris County Pollution Control
Attn: Matt Van Vleck
101 South Richey Suite H
Pasadena, Texas 77506

Article V Liability and Insurance

5.01 Liability. Each Party will be liable for damages to the extent required by the Constitution of the State of Texas and other applicable laws, including the Civil Practice and Remedies Code.

5.02 Insurance. The County is self-insured for tort claims under the Texas Tort Claims Act.

Article VI Miscellaneous

6.01 Purpose of Agreement; Responsibilities and Relationship of the Parties. The Parties agree that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. The parties further agree that each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the County and the City, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the County or the City, shall be deemed to create any relationship between the County and the City other than the contractual relationship established under this Agreement.

6.02 Captions. The captions used herein are for convenience only and do not limit or control the meaning or interpretation of any of the provisions in this Agreement.

6.03 Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

6.04 Venue. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Harris County, Texas.

6.05 Assignment. This Agreement shall not be assignable by a Party, in whole or in part, without first obtaining written consent of the other Party.

6.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

6.07 Merger. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all previous agreements, warranties, or other representations between the Parties.

6.08 Amendment/Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed and executed in the same manner as this Agreement.

6.09 No Waiver of Immunity. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall constitute a waiver by either Party of any provisions of Texas Civil Practice and Remedies Code, as amended, (ii) any laws relating to limitations of liability of the type of entity of such Party, or (iii) sovereign or governmental immunity, as any of the foregoing may be available to such Party.

HARRIS COUNTY

CITY OF SEABROOK

By: _____
LINA HIDALGO
County Judge

By: _____
THOM KOLUPSKI
Mayor

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By: _____
T. SCOTT PETTY
Assistant County Attorney
C.A. File No. 20GEN3613

EXHIBIT A: Compound list

Ethane
Ethylene
Propane
Propylene
Isobutane
n-Butane
Acetylene
t-2-Butene
1-Butene
c-2-Butene
Cyclopentane
Isopentane
n-Pentane
1,3-Butadiene
t-2-Pentene
2-Methyl-2-Butene
1-Pentene
c-2-Pentene
Neohexane
Isohexane
Isoprene
n-Hexane
Methylcyclopentane
2,4-Dimethylpentane
Benzene
Cyclohexane
Isoheptane
2,3-Dimethylpentane
3-Methylhexane
2,2,4-Trimethylpentane
n-Heptane
Methylcyclohexane
2,3,4-Trimethylpentane
Toluene
2-Methylheptane
3-Methylheptane
n-Octane
Ethyl Benzene
p-Xylene + m-Xylene
Styrene
o-Xylene
n-Nonane

Cumene
n-Propylbenzene
1,3,5-Trimethylbenzene
1,2,4-Trimethylbenzene
n-Decane
1,2,3-Trimethylbenzene
n-Undecane

EXHIBIT B



ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND CITY OF SEABROOK FOR PLACEMENT OF
AIR MONITORING EQUIPMENT IN FRIENDSHIP PARK**

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:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Agreement between the City of Seabrook and Harris County, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for placement of air monitoring equipment by Pollution Control Services in Friendship Park, operated by the City of Seabrook, Texas. The Interlocal Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.