



Harris County  
Soil and Water  
Conservation  
District # 442

RD Burnside, III  
Chairman  
Zone 1

Eugean Hinze  
Member  
Zone 2

Dr. Brenda Weiser  
Secretary  
Zone 4

Jim Meley  
Vice Chairman  
Zone 3

Vacant  
Member  
Zone 5

December 27, 2022

Harris County Flood Control District  
9900 Northwest Freeway  
Houston, TX 77092

Attention:  
Mr. Jonathan Holley

The Harris County Soil and Water Conservation District #442 is respectfully requesting the annual funding renewal for cooperative projects with The Harris County Flood Control District.

The contracted asking amount is \$50,000.00 (annual funding cycle) per inter-local agreement. Scheduled payments for the Project Team will be in three installments, as agreed.

The current proposed project involves using innovative ways of prairie and stream bank management that will measure cost effective and comparative nutrient values of natural conservation management.

The breakdown in funding is as follows: \$30,000.00 for the current Research team. The remaining \$20,000.00 HCSWCD uses to match the \$7500.00 from the State, to continue work on on-going non-point source pollution, urban conservation and furthering the promotion of EWP funds to HCFCD. We also offer services as stakeholders in Cypress and Spring Creek watersheds and this yearly contribution by HCFCD through Commissioner's Court also funds Conservation public education and manpower.

We are pleased that HCFCD continues to be satisfied with the progress of our partnership in a variety of projects.

For questions and comments, please contact Cathy Rogers-McCoy, District Manager, Harris County Soil and Water Conservation District, at 713 397 6996.

Sincerely,  
Cathy Rogers-McCoy (for the Board of Directors)

RD Burnside, Chairman  
Harris Co SWCD #442



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 Rutuck  
Secretary

By Barry Helms  
Vice Chairman, Board of Directors

APPROVED AS TO FORM:

VINCE RYAN  
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

By Paul Taparuskas  
Paul Taparuskas  
Senior Assistant County Attorney

By Ed Emmett  
Ed Emmett  
County Judge

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

APR 19 2011

APPROVE m/r  
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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	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	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 checked="" 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.