

TERMS

Section 1. The Project

A. Land Acquisition

The District owns all necessary right-of-way (“ROW”) and property necessary for the Project. No additional ROW needs to be acquired.

B. Design

The District shall be fully responsible for the design of the Project. Design and construction of the Project shall be in accordance with the District’s Policy Criteria and Procedure Manual (“PCPM”) and, to the extent it is not in conflict with the PCPM, the City’s Standard Details. The District will provide the City with copies of the 50% and 100% plans and As-built plans for the Project within fifteen (15) business days of their respective completions for review and approval. The City must return any comments concerning the plans within fifteen (15) business days or the City will be deemed to approve the plans. However, the District will have final say and approval of all plans for the Project.

C. Encroachments and Relocations

Any encroachments, including any required utility relocations, will be handled by the District.

D. Construction

The District shall be fully responsible for the Construction of the Project. The District shall have the right to control the direction and management of the Project and the responsibility for day-to-day management and control of such work.

E. Operation and Maintenance

Upon completion of the Project, the District shall be responsible for the continued operation and maintenance of the channel and channel improvements. Any detention capacity that is built or acquired in connection with the channel improvements shall belong solely to the District.

Section 2. Public Release of Information

A. Community Engagement

The District shall be responsible for and handle all Community Engagement Meetings (“CEM”). The City may attend any such meeting but is not required to do so. Accordingly,

the District will endeavor to give the City 72-hours-notice of all CEMs and/or the release of information regarding the Project to the news media, private citizens, or community organizations. However, this article shall have no application to any release of information based upon approval of this Agreement or any amendment thereto by the governing bodies of the Parties.

Community engagement shall satisfy the terms and conditions of the FIF Loan and CDBG Action Plan.

B. Texas Public Information Act

The Parties acknowledge this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). In the event a Party to this Agreement receives a written request for information pursuant to the Act pertaining to this Agreement or the Project, then the Party receiving the request shall promptly notify the other Party to this Agreement of such request. The Party receiving the request may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Party receiving the request is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; however, the remaining Party, at its own expense, may submit its own comments to the Attorney General stating why the requested information should not be released. The Party receiving the request is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 3. Funding

A. City's Contribution

The City shall contribute Ten Million and No/100 Dollars (\$10,000,000.00) to the Project (the "City's Contribution"). The total amount paid by the City under this Agreement shall not exceed the total cumulative sum of Ten Million and No/100 Dollars (\$10,000,000.00), and the City shall have no obligation to pay more than such amount unless the Agreement is amended. The District recognizes that, under Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City may not obligate itself by contract to pay more money than the amount the City Council appropriates; and the District further recognizes that the City Council has appropriated and allocated Ten Million and No/100 Dollars (\$10,000,000.00) to the District for the total Project cost under this Agreement. The City's obligations to the District under this Agreement shall not exceed Ten Million and No/100 Dollars (\$10,000,000.00), unless both of the following events occur: (a) the City Council makes further appropriations for this Agreement, and (b) the City issues a duly authorized amendment to this Agreement prior to its termination.

The City's Contribution is to be used towards the construction of the channel conveyance improvements only. If additional work is done in connection with the Project, such as the

construction of stormwater detention basins, the City's Contribution shall not be used on the additional work.

The source of the City's Contribution is a zero-interest rate loan from the Texas Water Development Board (TWDB) Flood Infrastructure Fund program (FIF). The District shall comply with the requirements in the TWDB Resolution 21-059 Approving the FIF Financial Assistance (Exhibit B).

The City shall transmit the City's Contribution to the District within thirty (30) days of receipt of a notice of intent to award a contract to construct the Project issued by the District to a contractor selected in accordance with applicable law to the extent permitted by law.

B. District's Contribution

The District will fund the remainder of the design, engineering, and construction costs for the Project, which is estimated to be Thirteen Million Two Hundred Thousand and No/100 Dollars (\$13,200,000.00).

Notwithstanding any other provision of this Agreement, the Parties clearly understand and agree, such understanding and agreement being of the absolute essence of this Agreement, that the District shall have available the total maximum sum of Thirteen Million Two Hundred Thousand and No/100 Dollars (\$13,200,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement.

In the instance of any cost increases or overruns related to the Project, the District shall be responsible for scaling down the Project to meet available funding or providing the additional funding necessary after gaining approval from the Harris County Commissioners Court and amending this Agreement.

Section 4. Indemnity and Insurance

A. Indemnity

The District shall cause to be inserted in all contracts for the Project an agreement that the contractor shall indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the City and District and all their representatives from all suits, actions, expenses, 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.

B. Insurance

The District shall require that each contractor provide the levels of insurance customary for the size and kind of project contemplated in this Agreement. The District shall require

that each contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. All insurance policies, except Workers' Compensation and Professional Liability, shall name the City and District as an Additional Insured. Each policy must also contain an endorsement to the effect that the issuer waives any rights of subrogation against the City and District, their officers, agents or employees, and that it shall give at least forty-five (45) days' written notice to the District and City before the policy may be canceled, materially changed, or non-renewed.

The District shall ensure insurance provided by each contractor satisfies the requirements of the FIF Loan.

Section 5. Term and Termination

A. Term

The term of this Agreement shall be for a period beginning upon the Effective Date of this Agreement and remain in full force and effect until ninety (90) days after the completion of the Project, unless earlier terminated as set out herein.

B. Termination

Prior to the start of construction on the Project, either Party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party. In such instance, the District shall, to the extent permitted by law, return to the City the unused portion of the City's Contribution within 180 days.

Once construction has begun, this Agreement may only be terminated upon mutual consent and agreement between the Parties.

Section 6. Notice

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Parties at the following addresses:

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

To the City: Houston Public Works Department
611 Walker, 25th Floor
Houston, Texas 77002
Attention: Director

Notice shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed addressed to the respective other party at the address prescribed in Section 6 of this Agreement or at such other address as the receiving party may have prescribed to the sending party with at least ten (10) days prior written notice.

Section 7. Miscellaneous

- A. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the City and the District only.
- B. The recitals set forth in this Agreement are, by reference, incorporated into and deemed a material part of this Agreement.

- C. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. When terms are used in this Agreement in the singular or plural, the meaning shall apply to both. When either male or female gender is used in this Agreement, the meaning shall apply to both.
- D. Each and every segment contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- E. One or more waivers of any covenant, term, or condition of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either Party shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- F. Neither Party shall be held liable for an loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.
- G. Unless otherwise specified in this Agreement, all remedies of the Parties under this Agreement are cumulative, and the election of any remedy by a Party shall not foreclose that Party from pursuing any other equitable or legal remedy.
- H. This Agreement is not intended to and shall not create a joint enterprise between the City and the District. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. It is also understood and agreed that the City and the City's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District.
- I. The Parties are undertaking governmental functions or services under this Agreement, and the purpose hereof is solely to further public good, rather than any pecuniary purpose.
- J. Notwithstanding anything contained in the Agreement to the contrary, it is expressly understood and agreed that in the execution of this Agreement, neither 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.
- K. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

- L. Neither Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.
- M. 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 both Parties hereto.
- N. Should any provision of this Agreement require judicial interpretation, the Parties hereto stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.
- O. Any provision of this Agreement that, by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, shall survive such expiration
- P. This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, this Agreement has on the 10th day of April 2026, been executed by the **CITY OF HOUSTON**.

DS

APPROVED:

SEAL/ATTEST:



Signed by:
D. Lemon
City Secretary

APPROVED:

Signed by:
[Signature]
Director
Houston Public Works

APPROVED AS TO FORM:

DocuSigned by:
Darrah Eckert
Assistant City Attorney

LD # CON-0000005054

Signed by:

[Signature]

Mayor

DocuSigned by:
Cynthia Wilson
E372923F937B434...

COUNTERSIGNED:

DS

[Signature]

City Controller

DocuSigned by:
Emad Talir
C7034DC62F544DF...

DATE COUNTERSIGNED:

4/22/2026

IN WITNESS HEREOF, this Agreement has on the ____ day of _____ 2026, been executed by the **HARRIS COUNTY FLOOD CONTROL DISTRICT**.

Approved:

APPROVED AS TO FORM:

JONATHAN FOMBONNE
County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By:  Signed by:
F8B0B476680B44A...

By: _____
Lina Hidalgo
County Judge

Emily Kunst
Assistant County Attorney
25GEN0726

Exhibit B

TWDB RESOLUTION (21-059)

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ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

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 _____, 2026 with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY FLOOD CONTROL DISTRICT AND CITY OF HOUSTON, TEXAS

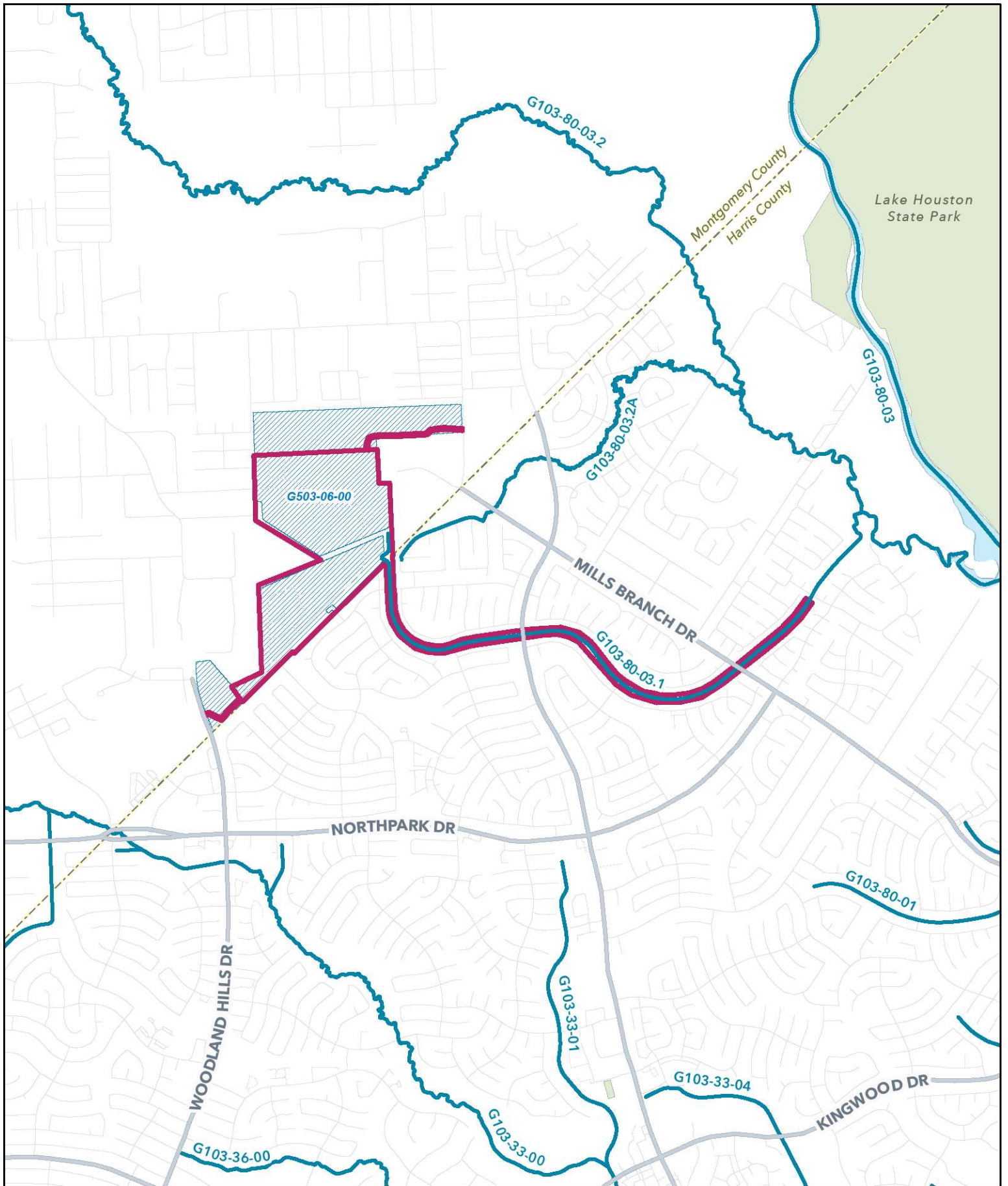
Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<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 County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County Flood Control District, an Interlocal Agreement with the City of Houston, Texas. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

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



Project ID: G103-80-03.1-E002

Watershed: San Jacinto River

Precinct: 3

- Project Boundary
- Harris County Precincts**
Judge Lina Hidalgo
- 1 - Rodney Ellis
- 2 - Adrian Garcia
- 3 - Tom S. Ramsey, P.E.
- 4 - Lesley Briones

