

INTERLOCAL AGREEMENT
BY AND AMONG
SAN JACINTO RIVER AUTHORITY,
HARRIS COUNTY FLOOD CONTROL DISTRICT,
CITY OF HOUSTON, TEXAS
CITY OF HUMBLE, TEXAS

(TWDB Flood Infrastructure Fund –
Upper San Jacinto River Basin Regional Sedimentation Study)

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective the _____ day of _____, 2021 (the "Effective Date"), by and among the SAN JACINTO RIVER AUTHORITY, a conservation and reclamation district, body politic and corporate and a governmental agency of the State of Texas, organized and operating under the provisions of a series of Acts compiled as Article 8280-121, Vernon's Annotated Texas Civil Statutes, as amended, and Article XVI, Section 59, Texas Constitution (the "Authority"), the HARRIS COUNTY FLOOD CONTROL DISTRICT, body corporate and politic under the laws of the State of Texas ("HCFCD"), the CITY OF HOUSTON, TEXAS, a home-rule municipal corporation and political subdivision of the State of Texas ("Houston"), the CITY OF HUMBLE, TEXAS, a home-rule municipal corporation and political subdivision of the State of Texas, ("Humble" and, collectively with HCFCD and Houston, the "Local Partners"), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"). Hereinafter, each of said parties may be referred to as a "Party", and all of said parties may be referred to collectively as the "Parties".

W I T N E S S E T H:

RECITALS

WHEREAS, the Authority is authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49, Texas Water Code, as amended, and its enabling legislation, to provide for the control, storage, preservation, and distribution of storm water and floodwater of the San Jacinto River watershed; and

WHEREAS, the Local Partners are authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49 and Chapter 54, Texas Water Code, as amended, to provide for the control, storage, preservation, and distribution of storm water and floodwater of its rivers and streams, and the control, abatement, and change of any harmful excess of water; and

WHEREAS, the Authority and Local Partners are all authorized to enter into an interlocal agreement pursuant to the Act; and

WHEREAS, pursuant to such authority and the provision of the Act, the Authority and the Local Partners deem it appropriate at this time to cooperate in order to procure a study examining sedimentation in the Upper San Jacinto River Basin, as shown in Exhibit A, including evaluation

of the input, output, and storage of sediment for the entire basin, as well as for sub-watersheds within the basin (the "Project"); and

WHEREAS, the Parties have determined to enter into this Agreement to address, among other things, the undertaking of the Project and the administration of same by the Authority, the obligation of the Local Partners to contribute funds towards the costs of the Project, and the other rights and responsibilities of the Parties relative to the Project; and

WHEREAS, the Parties have determined that they are authorized to enter into this Agreement by the Constitution and laws of the State of Texas including, but not limited to, the Act; that the subject of 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 functions or services which are the subject matter of this Agreement; that the performance of this Agreement is in the interest of all Parties; and that the division of work and costs fairly compensates the performing parties for the functions or services contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and of the promises, obligations and benefits hereinafter set forth, the Parties contract and agree as follows:

ARTICLE I

TITLES AND HEADINGS; INTERPRETATIONS

Section 1.1: Recitals; Attachments, Exhibits. The Parties agree to the truth of the recitals set forth above in this Agreement. The recitals and all attachments or exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

Section 1.2: Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent.

Section 1.3: Interpretations. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The Parties agree that this Agreement shall not be construed in favor of or against any of the Parties on the basis that the Party did or did not author this Agreement.

ARTICLE II

PROJECT DEFINITION; PROJECT ENGINEER; PROJECT ADMINISTRATION; FUNDING
OF PROJECT

Section 2.1: Project Definition. The Project includes identification and creation of a plan for implementing potential sediment solutions in the Upper San Jacinto River Basin (Lake Houston watershed) by evaluating the input, output, and storage of sediment for the entire basin, as well as for sub-watersheds within the basin. These Project goals are incorporated in the draft Work Order, attached as **Exhibit B**.

Section 2.2: Application for Grant Funding and Local Match Requirements. (a) The Parties hereby acknowledge that, pursuant to an invitation from the Texas Water Development Board ("TWDB"), the Authority has submitted a full application to the TWDB requesting grant funds from the Flood Infrastructure Fund ("FIF") for the Project, a copy of which has been made available to the Local Partners. The Local Partners hereby ratify and approve of such application in all respects.

(b) The total amount of FIF grant funds requested for the Project shall not exceed \$750,000, with a 50% local match requirement (the "Local Match") not to exceed \$375,000. The Local Partners agree to fund the required Local Match amount, not to exceed \$375,000, subject to the remaining terms and conditions of this Agreement.

(c) Contingent upon TWDB award of FIF grant funds for the Project, the Parties hereby agree that the Authority shall enter into the necessary contractual arrangements with the TWDB to take receipt of such funds. The Local Partners further agree to enter into such additional contractual agreements with the Authority and/or the TWDB as may be reasonable and necessary in connection therewith.

(d) Section 2.3 through Section 2.7 of this Agreement shall apply to the undertaking of the Project if and to the extent the Authority enters into the necessary contractual arrangements with the TWDB to take receipt of FIF grant funds awarded for the Project. If the Authority is unable to enter into such contractual arrangement, as determined by the Authority in its sole discretion and after consultation with Local Partners, the Authority shall have the right to immediately terminate this Agreement by providing written notice of same to the Local Partners.

Section 2.3: Engagement of Consulting Project Engineer. The Authority agrees to use best efforts to engage the participation of Local Partners to provide input, scoring, and selection of a professional engineer (the "Consultant") to perform the Project and to also have input into the Project scope of work. However, the Parties agree that the Authority shall select the Consultant, finalize and enter into a Professional Services Agreement with the Consultant, and issue a Work Order to the Consultant to perform the Project pursuant to such agreement in substantially the form attached hereto as **Exhibit B**, upon entering into the necessary contractual arrangements with the TWDB to take receipt of FIF grant funds for the Project. The Professional Services Agreement and Work Order (including scope of work) are subject to approval by TWDB.

Section 2.4: Project Management; Sufficient Consideration. (a) The Authority shall oversee and manage the performance of the Project by the Consultant and shall coordinate and consult with the Local Partners in order to obtain their input at relevant points during the course of the Project. The Authority will also manage any meetings called to gather public input on the Project. Without limiting the generality of the foregoing, the Authority agrees to coordinate and consult with the Local Partners regarding:

(1) The monthly status of achieving Project tasks, including milestone and other progress reports; and

(2) Preliminary, draft or interim Project materials, documents and deliverables.

(b) Each Party agrees to use best efforts to fully and timely coordinate and provide information requested by the Consultant to perform the Project.

(c) Each of the Parties shall coordinate and be in agreement with Project findings prior to finalization of the Project and be entitled to a copy of the final results of the Project and to use such results for flood planning and for such other purposes as may be deemed appropriate.

(d) Each Party agrees to notify the other Parties within five (5) business days of being made aware of any legally required release of preliminary, draft or interim Project materials, documents and deliverables. Except as otherwise legally required, each Party agrees to refrain from the public release of preliminary, draft or interim Project materials, documents and deliverables, unless agreed upon in writing by all the Parties. Upon issuance of final Project materials, documents and deliverables, however, each Party may release the same to the public at its discretion without prior notice to or approval by the other Parties. The parties agree to use best efforts to coordinate on the release of any information to the public related to the Project.

(e) The Local Partners agree and acknowledge that the Authority's commitment of staff to oversee and manage the performance of the Project by the Consultant is full and sufficient non-monetary consideration for the Local Partners to enter into this Agreement and to fund the costs for the Consultant's work at no further cost or expense to the Authority.

Section 2.5: Project Account; Deposits; Commencement of Work. (a) The Authority shall open a separate, depository banking account (the "Project Account") upon entering into the necessary contractual arrangements with the TWDB to take receipt of FIF grant funds for the Project.

(b) The Authority shall provide the Local Partners with written notice as soon as reasonably practicable following the opening of the Project Account. Within forty-five (45) calendar days thereafter, (i) Humble shall make a deposit of funds into the Project Account in the amount of \$50,000, and (ii) each Local Partner, with the exception of Humble, shall make an initial deposit of funds into the Project Account in an amount calculated based upon the eligible costs of the Project ("Project Costs") multiplied by such Local Partner's agreed-upon percentage share of the Local Match for the Project (after adjustment for the \$50,000 deposited by Humble), as reflected in Table 1 on Exhibit C. Each Local Partner's maximum possible contribution is also

reflected in Table 1 on **Exhibit C**. Any additional amount to be contributed by any of the Local Partners shall require an amendment to this agreement and approval by any impacted Local Party's governing body. The Authority shall notify all of the Local Partners of any Local Partner that has failed to deposit funds to the Project Account as required. Unless acceptable payment arrangements have been made with the Authority to address the failure to adequately fund the Project Account, then, in its sole discretion, the Authority shall have the right to immediately terminate this Agreement by providing written notice of same to the Local Partners. In such event, the Authority shall refund to each Local Partner all amounts advanced by such Local Partner that remain in the Project Account not later than thirty (30) calendar days following of delivery of notice of termination.

(c) Each Local Partner represents and warrants that it has current revenues legally available and appropriated to make the required deposit into the Project Account pursuant to subsection (b), above.

(d) The Authority shall instruct the Consultant to commence work on the Project as soon as reasonably practicable following the deposit of funds pursuant to subsection (b).

(e) As work on the Project progresses, the Authority shall be responsible for securing FIF grant funds for the Project from the TWDB and depositing same into the Project Account.

(f) As work on the Project progresses, the Authority shall notify the Local Partners if additional funds will be needed to complete the Project such that an amendment to this Agreement will be necessary.

Section 2.6: Payment of Project Costs; Responsibilities of Local Partners. (a) Funds on deposit in the Project Account may be withdrawn and used by the Authority only to pay eligible Project Costs from time to time without the prior approval of the Local Partners.

(b) Notwithstanding the amounts initially advanced by the Local Partners to the Authority pursuant to Section 2.5(b) hereof, each Local Partner shall be responsible for its amount or percentage share of the Local Match, as applicable, as reflected in Table 2 on **Exhibit C**. Unless all of the Parties agree otherwise in writing, the Authority shall take such actions as are necessary to ensure that the Local Match does not exceed a total amount of \$375,000. To that end, the total dollar amount of in-kind services provided by the Authority and approved by TWDB ("Authority Services Amount") shall be applied to reduce the total dollar amount of the required Local Match for the Local Partners, as reflected in Table 2 on **Exhibit C**.

Section 2.7: Records; Final Accounting. (a) The Authority shall preserve the books, transaction history, invoices, charges and other records relating to the deposit of funds to and payment of Project Costs from the Project Account (the "Records").

(b) Not later than sixty (60) calendar days following the final payment of all Project Costs, the Authority shall provide the Local Partners with a draft accounting of all deposits to the Project Account and all Project Costs paid from the Project Account, taking into consideration the Authority Services Amount to reduce the total dollar amount of the required Local Match, as reflected in Table 2 on **Exhibit C**. The Local Partners shall have sixty (60) calendar days to review

the draft accounting and to provide comments on same to the Authority, which comments shall be addressed prior to the Authority's final approval of the accounting.

(c) If any Local Partner has underfunded the Project Account (an "Owing Partner"), as reflected in the approved final accounting, such Local Partner will make timely payment of the deficit to the Authority within forty-five (45) calendar days of receipt of an invoice therefor. Conversely, if any Local Partner has overfunded the Project Account, as reflected in the approved final accounting, the Authority agrees to refund such excess amount to such Local Partner within sixty (60) calendar days following the Authority's receipt of all funds due from all Owing Partners.

ARTICLE III

MISCELLANEOUS

Section 3.1: Termination; Term. Unless earlier terminated by the Authority pursuant to Sections 2.2(d) or 2.5(b) hereof, this Agreement shall automatically expire on the date that is three (3) years following the Effective Date.

Section 3.2: Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, delivery or advice ("Notice") provided or permitted to be given, made or accepted by a Party, must be in writing and shall be given (i) by facsimile or e-mail at the facsimile number or e-mail address of the Party to be notified as set forth below, or (ii) by the mailing of same by United States certified mail (return receipt requested), with proper postage affixed thereto and addressed to the Party to be notified at the address set forth below. Notice by facsimile or e-mail shall be effective upon actual receipt by the Party to be notified. Notice by certified mail shall be effective when actually received, as reflected on the corresponding return receipt. For the purpose of Notice, the facsimile numbers, e-mail addresses, and mailing addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the Authority:

San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304
Attn: General Manager
Telephone: (936) 588-3111
Facsimile: (936) 588-3043
E-mail: legalnotices@sjra.net

With a copy to:

Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attn: Mitchell G. Page
Telephone: (713) 623-4531
Facsimile: (713) 623-6143
E-mail: mgschwartz@sphllp.com

If to HCFCD:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attn: Executive Director
Telephone: 346-286-4000

If to Houston:

City of Houston
Director, Houston Public Works
611 Walker Street, 25th Floor
Houston, Texas 77002

With a copy to:

City Attorney
City of Houston
900 Bagby Street 4th Floor
Houston, Texas 77002

If to Humble:

City of Humble
114 W. Higgins
Humble, Texas 77338
Attn: City Manager
Telephone: 281-446-3061
Facsimile: 281-446-7843
E-mail: jstuebe@cityofhumble.net

With a copy to:

Olson and Olson, L.L.P.
2727 Allen Parkway, #600
Houston, Texas 77019
Attn: Scott Bounds
Telephone: 713-533-3800
Facsimile: 713-533-3888
E-mail: sbounds@olsonllp.com

A Party shall have the right to change its address by providing at least fifteen calendar (15) days' advance written notice of such change to the other Parties.

Section 3.3: Approvals. Unless otherwise expressly provided herein, when this Agreement requires approval, consent, permission, agreement or authorization by a Party, such approval, consent, permission, agreement or authorization shall not be unreasonably conditioned, withheld or delayed.

Section 3.4: Force Majeure. In the event a Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure, and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, and any other incapacities of a Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

Section 3.5: Severability and Reformation. Nothing in this Agreement shall be construed to violate any State or Federal administrative or statutory provision, or any State or Federal constitutional provision, and all acts done pursuant to this Agreement shall be performed in such manner as to conform thereto whether expressly provided or not. If any provision of this Agreement is held by a final and non-appealable decision of a court of competent jurisdiction to be unenforceable or violative of laws, orders, rules, or regulations of the United States of America, the State of Texas, or any regulatory body having jurisdiction, all other parts hereof remain enforceable. Further, if a provision of this Agreement is held by a final and non-appealable decision of a court of competent jurisdiction to be unenforceable or violative of laws, orders, rules, or regulations of the United States of America, the State of Texas, or any regulatory body having jurisdiction, the Parties shall have the power by resolution to adopt and promulgate reasonable and necessary alternative procedures which will conform thereto and the Parties agree that they would have entered into this Agreement notwithstanding the invalidity of any provision or provisions hereof.

Section 3.6: No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition, or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 3.7: Assignability. This Agreement shall not be assignable by any Party.

Section 3.8: Modification. This Agreement shall be subject to change or modification only with the written consent of all of the Parties hereto.

Section 3.9: Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and their respective legal successors and shall not be construed to confer any rights upon any third party.

Section 3.10: Merger. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof.

Section 3.11: Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Texas.

Section 3.12: Representations and Warranties. The Parties have heretofore determined and hereby declare and represent that they are authorized and empowered to make, execute and deliver this Agreement under the laws and constitution of the State of Texas, and that the terms, conditions and provisions of this Agreement are mutually agreeable, fair and advantageous.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

SAN JACINTO RIVER AUTHORITY

DocuSigned by:
Jace Houston
A70ED9C5DCE9439...

By: _____
Jace A. Houston, General Manager

(SEAL)

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By:  _____
Laura Fiorentino Cahill
Senior Assistant County Attorney

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, Houston Public Works Department

City Controller

APPROVED:

COUNTERSIGNATURE DATE:

City Attorney

APPROVED AS TO FORM:

Senior Assistant City Attorney
L.D. File No. _____

CITY OF HUMBLE, TEXAS

By: Merle Aaron
Merle Aaron, Mayor

ATTEST:

By: Jenny Page
Jenny Page, City Secretary



Exhibit A

[Depiction of Project follows]

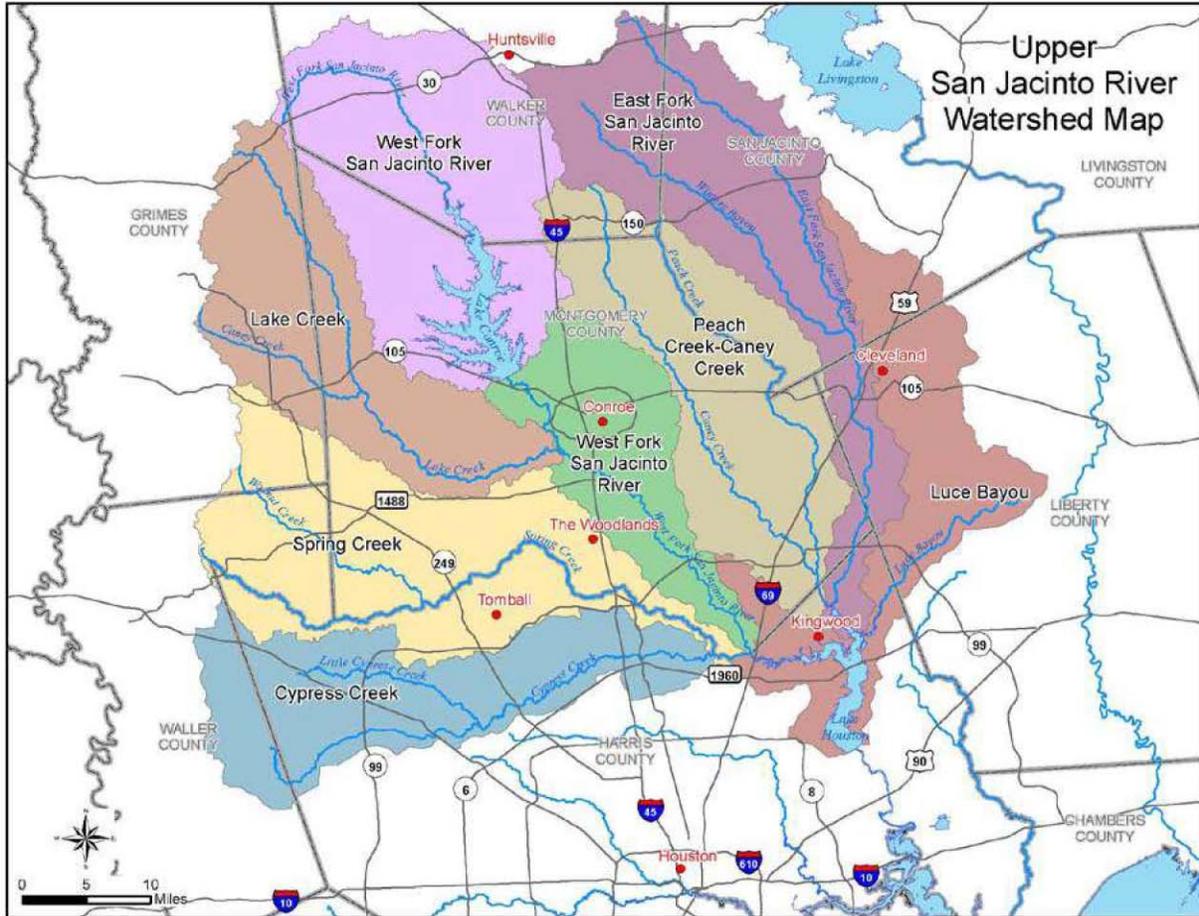


Exhibit B

[Draft Consultant Work Order No. 1 Follows]

San Jacinto River Authority
Upper San Jacinto River Basin Regional Sedimentation Study
DRAFT Work Order No. 1

This Work Order is issued subject to, is governed by and incorporates by reference that certain Professional Services Agreement, Contract No. 21-00XX, between the SJRA and CONSULTANT effective Month XX, 2021.

Work Order Date: _____, 2021

CONSULTANT: _____

Type of Compensation: _____

Compensation: \$ _____

Location of Services: Harris, Montgomery, Grimes, Walker, San Jacinto, Liberty, and Waller Counties, Texas.

Description of Services: Perform a regional sedimentation study of the Upper San Jacinto River Basin.

Deliverables: See Attached.

Schedule Requirements:

Commence Services: Month XX, 2021

Completion of Services: Month XX, 2021

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Jace A. Houston

Title: General Manager

and

Consultant

By: _____

Name: _____

Title: _____

DRAFT
Upper San Jacinto River Basin Regional Sedimentation Study

Scope of Work

General Summary

The San Jacinto River Authority (SJRA) is submitting an application to the Texas Water Development Board (TWDB) for a Flood Infrastructure Fund (FIF) grant to develop a Regional Sediment Management Plan for the Upper San Jacinto Watershed and will be the lead agency for the study. The study is expected to be funded partially by the TWDB FIF grant and partially by local funds from SJRA and several funding partners including the City of Humble, City of Houston, and Harris County Flood Control District (HCFCD). The majority of the scope below will be provided by a consulting engineer.

Sedimentation in the San Jacinto **watershed's** rivers and streams has been well documented over the last several decades. Flooding in communities along these water bodies has been studied multiple times over a similar time scale. Tremendous amounts of resources have been spent studying, designing and implementing strategies to mitigate sedimentation and flood damage. The relationship between sedimentation and reduction of floodway conveyance is well understood but a gap exists in the San Jacinto watershed linking the resources used for sediment mitigation and resources used for flood mitigation. This regional sediment management study and resulting plan will fill this gap by tapping into the resources already used to map and predict these two phenomena. The resulting connection will create a cost effective, sustainable sediment management plan for the watershed upstream of the Lake Houston Dam.

This plan was **informed by the EPA's nine minimum** elements of a successful watershed plan and the template used by the US Army Corps of Engineers in developing regional sediment management plans. These templates were adopted and adapted for this plan to capture the elements that have led to successful watershed sediment management plans. This plan utilizes a common theme in sediment management, a sediment budget to develop sediment management strategies. A sediment budget is a simple accounting procedure which quantifies sediment leaving the watershed, referred to as sediment output and sediment entering the watershed, referred to as sediment input. The difference between **sediment output and sediment input represents the sediment stored within the system, "sediment storage"**.

A sediment budget for the entire San Jacinto watershed, and a sediment budget for smaller areas (subwatersheds) within the San Jacinto watershed will be created. Establishing sediment budgets at a smaller spatial scale will identify subwatersheds who produce more sediment than others or which subwatersheds naturally store more sediments than others.

This plan will prioritize subwatersheds and locate individual locations of sediment production or sediment storage. Next the plan will describe non-construction best management practices and construction best management practices whose goal is to reduce sediment inputs or enhance sediment storage to mitigate the loss of floodway conveyance. Typical conceptual solutions will be developed for construction best management practices. A typical conceptual solution will also include narrative describing the goal of the proposed solution and the geomorphic conditions the solution can be applied

to. Typical conceptual solutions will then be applied to individual locations of sediment production or sediment storage to develop site specific projects. Site specific projects will include an estimated implementation cost, a plan view exhibit of the proposed project and narrative describing potential environmental permit requirements and subsequent analysis needed to complete the design. Site specific projects will be ranked in order to be completed as part of an implementation strategy.

Task 1101– Project Management

- A. Kickoff Meeting – Attend the initial planning kickoff meeting to discuss planning goals and objectives, review the project schedule, and discuss deliverables and other relevant items.
- B. Project Coordination Meetings – Attend up to 24 project coordination meetings with SJRA via teleconference.
- C. SJRA Executive Briefings – Attend up to two (2) executive briefings for SJRA. Attend up to two (2) pre-meetings for each Executive Briefing.
- D. Coordination Meetings with Study Partners – Attend up to six (6) meetings with study partners.
- E. Public Outreach and Stakeholder Briefings – Assist SJRA in developing community outreach materials suitable to convey information to the public about the study purpose, findings, and recommendations. Attend up to four (4) Project Stakeholder meetings to provide study updates to interested parties in the project area.
- F. Routine Project Controls – Based on an estimated schedule of 24 months, Coordinate with SJRA and SJRA's grant administrator, provide internal project management of staff, prepare invoices for effort, and provide progress reports summarizing effort.

Task 1102 - Inventory Available Existing Data and Watershed Characterization

A. Inventory Available Existing Data

SJRA will assist the Consultant with the acquisition and organization of data related to completing the sediment study for the Upper San Jacinto River basin.

1. Collect all existing physical data such as: soils, land use, impervious cover, development models, topography, hydrography and regional geology.
2. Acquire and run the effective RAS model and preliminary RAS model to be used for basic flow data evaluation that may be used in detailed analysis in later tasks.
3. Obtain latest land use data, compare to recent (10-year old to 20-year old) land use data. Repeat for older land use data (20-year old to 50-year old data). Provide historic context of anthropogenic activities within watershed.
4. Using surficial geology data, locate Deweyville terraces and highly erodible soils.
5. Obtain and trim effective LiDAR (the LiDAR obtained approximately in 2008 to make the effective RAS model) and the preliminary LiDAR (the LiDAR obtained in 2017 to make the preliminary RAS model) to valley corridors. Extract effective LiDAR topography at cross sections used in the preliminary RAS model.

6. Identify sources of readily available historic aerial photography that are georeferenced or can be quickly georeferenced and rectify to common datum.
7. List streams within the San Jacinto watershed which have a Total Daily Maximum Load (TMDL) listing for sediments. Obtain TCEQ or EPA spatial data and map locations where stream water quality is impaired or sensitive. Map locations surface water is used for municipal drinking water and map readily available permits for large surface water extraction for industrial or agricultural purposes. Write the Existing Data Inventory Memo summarizing the review of existing data that is available to develop the San Jacinto watershed sediment budget and submit a Draft Memo for review. Organize feedback and comments and submit the Amended Memo. Incorporate additional comments and submit Final Memo. The summary will not exceed 4 pages excluding exhibits.
8. Meet with SJRA and funding partners to review the stand-alone chapters produced from Task 1103 and Task 1102.

B. Upper San Jacinto River Watershed Characterization

This sub-task will serve as the initial screening to define watersheds that have similitude in the defining parameters that can be used to characterize the condition and physical setting of each sub-watershed within the Upper San Jacinto River basin. After grouping sub-watersheds into 3-5 categories, coordinating discussions with stakeholders and evaluating the known problem areas, the SJRA and Consultant will determine which 3 sub-basins will be used as calibration watersheds. These will form the basis of extrapolating sediment loading and storage estimates to other sub-basins that were found to have similar boundary conditions.

1. Group sub-watersheds by defining boundary conditions such as: land use cover type, slopes, topography, average valley slope, and length-width ratio, valley soils, and geology of the San Jacinto watershed.
2. Conduct a long-term trend analysis using the applicable data to evaluate changes in land use and impervious % over 10-year and 20-year timeframes.
3. Identify and map locations of known projects in the watershed whose goal was to improve channel conveyance, stabilized streams or removed sediment.
4. Develop sediment questionnaire. Questionnaire will be sent electronically to stakeholders to obtain information regarding known flood conveyance problems due to sedimentation. Questionnaire will also capture location and scope of sediment removal, stream stabilization or other flood conveyance projects. Develop GIS shapefiles of questionnaire responses and produce maps.
5. Write a Watershed Characterization Memo summarizing findings and methods and submit a Draft Memo for review. Organize feedback and comments and submit the Amended Memo. Incorporate additional comments and submit Final Memo. The summary will not exceed 5 pages excluding exhibits.

Task Deliverables

1. Existing Data Inventory Memo - This Memo will be a stand-alone chapter submitted to the SJRA and HCFCO for review. It will be incorporated into the final Regional Sediment Management Plan as part of task 1110. The memo will be provided as a .pdf. A Draft Memo, Amended Memo and Final Memo will be submitted.
2. Meeting Agenda, Facilitation and Notes - Prepare for and facilitate the meeting to review watershed characterization, confirm subwatershed boundaries and sediment budget protocols.
3. Watershed Characterization Memo - The Watershed Characterization Memo will be a standalone chapter submitted to the SJRA and funding partners for review. It will be incorporated into the final Regional Sediment Management Plan as part of task 1110. The memo will be provided as a .pdf. A Draft Memo, Amended Memo and Final Memo will be submitted.

Task 1103 - San Jacinto Watershed's Annual Sediment Supply and Storage

This task is intended to quantify the annual sediment budget for the Study site. Due to time, resource and budget considerations, this task is modeled around the EPA WARSSS methodology. Detailed assessments for sediment supply and storage will be conducted on three sub-basins that will allow for extrapolation of sediment processes within the Upper San Jacinto River. Sediment supply may be **categorized as "hillslope" or "channel"** initiated processes. Per convention, each of these processes will be evaluated in detail for calibration watersheds. Specific areas of concern based on known problem areas and Aggregate Production facilities will also be evaluated in the field to provide a measured basis for expansion to the overall watershed. Sediment storage will be evaluated using dendrogeomorphic methods to determine sediment accretion rates in depositional areas that contain perennial, woody vegetation.

A. Hillslope Processes

1. Utilize the RUSLE model to evaluate sediment delivery from hillslope processes for each of the selected calibration level watersheds.
2. **Conduct "window survey" to validate RUSLE model parameters. If land use, soils or other variables do not appear consistent with the initial model, revise the model to fit observed conditions.**

B. Channel Processes

1. Conduct reach-level streambank erosion assessments using dendrogeomorphic methods to determine average annual erosion rates for a range of bank erosion index (BEHI) values.
2. Compile an EPA – **"BANCS" model** to determine the combined loading rates from 3-5 calibration reaches for each calibration watershed. The BANCS model will be conducted on **a minimum of 500' of channel** to represent a full range of BEHI values to adequately derive a composite bank erosion rate.
3. Develop a lateral erosion rate curve from dendrogeomorphic methods. A regression relationship will relate annual erosion rates to BEHI score (numerical value).

C. Floodplain Storage

1. Conduct floodplain sediment accretion rate analysis of depositional features using dendrogeomorphic methods. Locate woody stems in minimum of 5 depositional features or the floodplain and collect adventitious root samples.
2. Record the depth of sediment to the root sample. Determine the age of the collected roots and derive an average depositional rate of sediment within the system.
3. Determine the volume of sediment being stored/sequestered within the floodplain surface.
4. Obtain cores of sediment samples at representative locations within sediment storage areas in the subwatersheds. Complete sediment fingerprinting and particle size distribution of core samples using laser diffraction.
5. Evaluate rates of deposition in the floodplain using dendrogeomorphology and dendrochronology methods. These well-established methods use the stems of floodplain trees to determine how long ago portions of the stem were buried. Using the tree rings and other anatomical indicators, the rate of sediment deposition can then be estimated and sediment storage in the floodplain can be determined.
6. The methods used to locate, measure and calculate sediment storage within the San Jacinto watershed upstream of the Lake Houston sediment basin will be summarized in the **San Jacinto Watershed's Annual Sediment Storage Technical Memo**. The findings of the sediment cores obtained within the sediment storage locations will be summarized as well. **A Draft San Jacinto Watershed's Annual Sediment Storage Memo will be submitted for review**. Organize feedback and comments and submit the Amended Memo.

D. Lake Houston Sediment Storage

1. Obtain Lake Houston's **dam engineering design report, pre-dam topography and surficial geology**. Describe the dam's function.
2. **Map the dam's hydraulic influence upstream using readily available data** (preliminary RAS model, effective RAS model, FIS information, etc.).
3. Evaluate sediment storage in Lake Houston. Using results from tasks 1104-2 and 1104-3, **identify where the dam's hydraulic influence ends**. The influence will end where the slope of the energy grade line approaches zero or where velocity drops to near zero feet per second. This location will be physically located somewhere between the smallest modeling run and the 100-year modeling run.
4. **The area between the dam and the end of the dam's hydraulic influence will be referred to as the dam's sediment basin** where it is assumed most if not all of the San Jacinto watershed's bedload and suspended load are trapped. **Within the dam's sediment basin boundary, measure the difference in elevations between 2011 Bathymetric Study and 2018 Bathymetric Study**. Note, the 2011 Bathymetric Study occurred before Hurricane Harvey and the 2018 Bathymetric Study occurred afterwards. Calculate sedimentation volume and calculate the average annual rate of sedimentation between the two bathymetric study periods. **This is referred to as the San Jacinto watershed's annual sediment output**.
5. Obtain geo-cores at representative locations where sedimentation has occurred within the **dam's sediment basin**. Complete sediment fingerprinting by measuring levels of 210Pb,

¹³⁷Cs or an equivalent radioactive isotope commonly found in atmospheric deposition in the watershed. These radioactive isotopes have an affinity in bonding with silt on top of the landscape. Determine the percentage of sediment in the cores that is bound to this isotope. A high percentage of sediment with this isotope would suggest a high percentage of the sediment load occurs from the landscape (resulting from land use practices) and not alluvial erosion. This understanding will influence recommended sediment mitigation practices. Complete particle size distribution of corps samples using laser diffraction. Determine fraction of sediments that are bedload, suspended load and wash load.

6. The methods used to calculate the **San Jacinto Watershed's annual sediment output and the findings of the sediment cores obtained within the dam's sediment basin will be** summarized in the San Jacinto Watershed Annual Sediment Output Technical Memo. Submit a Draft Memo for review. Organize feedback and comments and submit the Amended Memo. Incorporate additional comments and submit Final Memo.

Task Deliverables

1. Electronic Files - Submit all ESRI shapefiles and rasters that were generated as part of Task 1103. Submit sediment core data and findings. Submit all excel spreadsheets containing exceedance probability curves and sediment loading curves.
2. San Jacinto San Jacinto Watershed Annual Sediment Budget - This Memo will be a stand-alone chapter submitted to the SJRA and HCFCO for review. It will be incorporated into the final Regional Sediment Management Plan as part of task 1110. The memo will be provided as a .pdf. A Draft Memo, Amended Memo and Final Memo will be submitted.

Task 1104 - Sediment Transport Modeling

- A. In this task, additional sediment storage or sediment contribution from sediment transport processes will be evaluated using sediment transport modeling and the results added to the annual sediment budget.
- B. For each calibration subwatershed, sediment transport modeling will be completed to determine areas of sediment storage/sequestration and, areas of sediment supply within the channels as well as to estimate total annual sediment yield from that subwatershed.
- C. Identify relatively stable sections of channel to provide a baseline comparison for use in the PowerSED model, and obtain cross-section data at these locations.
- D. For channels in which sediment data has not already been collected (such as un-gaged channels) collect sediment data at or near bankfull (channel-forming) discharge at representative locations using sediment collection devices such as Helley-Smith bedload sampler.
- E. Collect point bar and channel bed particle data at representative locations in subwatershed, through use of Wolman Pebble Count and point bar sampling methods, in order to determine particle size distribution of transported and bed sediments.
- F. Develop sediment rating curves and flow durations curves using sediment data and nearby gage data.

- G. Use stable cross-section data , sediment data and flow and sediment ratings curves to run PowerSED model and evaluate relative sediment transport capacity at a number of HEC-RAS cross-sections (for modeled streams) or cross-sections extracted from LiDAR data (for unmodeled streams). Use this to identify areas of deposition (sediment storage) or degradation (sediment sources).
- H. Conduct an evaluation of sediment transport competency in representative using particle size distribution data obtained in subwatershed as well as HEC-RAS or LiDAR-derived cross-sections.
- I. Extract sediment transport data from models. Map reaches that have aggraded and degraded based on capacity and competency calculations, and use information along with sediment sources analysis to determine sediment yield from subwatershed.
- J. Run FLOWSED model to estimate total sediment yield based on flow duration and sediment rating curves and compare with results of sediment budget.
- K. Write a summary of Sediment Transport Modeling methods and findings. A Draft Sediment Transport Modeling Technical Memo will be submitted for review and comments incorporated.

Task Deliverables

- 1. Electronic Files - Submit all ESRI shapefiles and rasters that where generated as part of Task 1104. Submit all excel spreadsheets used to calculate hydrographs for studied storm events.
- 2. Sediment Transport Modeling Files - Submit all sediment transport models and include .doc of variables used for inputs and assumptions.
- 3. San Jacinto Sediment Transport Modeling Memo - This Memo will be a stand-alone chapter submitted to the SJRA and funding partners for review. It will be incorporated into the final Regional Sediment Management Plan as part of task 1110. The memo will be provided as a .pdf. A Draft Memo, Amended Memo and Final Memo will be submitted.

Task 1105 – Extrapolation of Subwatershed Data to Entire Upper San Jacinto River Basin and Prioritization of Subwatersheds for Sediment Source “Hotspot” Investigation

- A. In this task, the output of the previous tasks, which identified sediment sources and sediment storage at representative sub-watersheds (“calibration subwatersheds”) will be extrapolated to all other subwatersheds in the Upper San Jacinto Basin in order to provide a total sediment budget and sediment yield for the upper watershed of the San Jacinto River and to rank subwatersheds based on their relative contribution of sediment. From this, all subwatersheds will be screened and prioritized to determine subwatersheds that should be further evaluated for individual sediment source “hotspots” (Task 1108).
- B. The characterization of each subwatershed and assignment into “bins” developed in previous tasks will be used to match the appropriate sediment yield values to extrapolate to each subwatershed. These sediment yield values will be applied to that sub-watershed (using tons/acre/year).

- C. FNI will meet with SJRA to present the results of the sediment yield estimates of each subwatershed using maps of relative sediment output by subwatershed, and to discuss criteria for prioritizing subwatersheds for additional "hotspot" investigation.
- D. Subwatersheds will be prioritized based on relative degree of sediment contribution as well as other criteria to be determined through collaboration with SJRA (e.g. percent of public land, known sediment problem areas etc.) and three subwatersheds will be identified for further sediment "hotspot" investigation.
- E. **Results of prioritized subwatersheds for sediment "hotspot" investigation will be summarized in a brief technical memo. A meeting will be held with SJRA to discuss the results and to select 3 subwatersheds for further investigation.**

Task Deliverables

- 1. Electronic Files - Submit all ESRI shapefiles and rasters that were generated as part of Task 1105. Submit all excel spreadsheets used to calculate annual sediment loads, exceedance probability discharge curves and subwatershed sediment budgets. Submit all ArcGIS .mxd files that were used to develop exhibits with relative data path linked.
- 2. San Jacinto Subwatershed Extrapolation and Prioritization Memo - This Memo will be a stand-alone chapter submitted to the SJRA and HCFCD for review. It will be incorporated into the final Regional Sediment Management Plan as part of task 1110. The memo will be provided as a .pdf. A Draft Memo, Amended Memo and Final Memo will be submitted.
- 3. Meeting Agenda, Facilitation and Notes - Prepare for and facilitate the meeting to review watershed characterization, confirm subwatershed boundaries and sediment budget protocols.

Task 1106 – Sediment Source "Hotspot" Investigation of Subwatersheds and Prioritization of Recommended Areas for Sediment Management or Opportunity

- A. Evaluate prioritized subwatersheds from Task 1107 to identify individual sediment source "hotspots". These are locations of significant, individual contributors of sediment and may include such things as stretches of extreme eroding streambank/streambed or land uses or operations that produce excess sediment runoff.
- B. Conduct a rapid geomorphic assessment RGA on all channels within the prioritized subwatersheds and look for hotspot areas from streambank and bed erosion. Within these hotspot areas, obtain Bank Erosion Hazard Index (BEHI), Near Bank Stress (NBS) data, characterizes stream bank material, and complete pebble counts using a modified Wolman pebble count for each site visited. These findings will inform conceptual sediment mitigation solutions and confirm which sites are the highest priorities for implementation. The RGA will also be used to ground truth unmanned aerial vehicle mapping in Task 1108-5.
- C. Conduct Drone mapping to record HD photogrammetry at two or three of the top sites visited in 1108-4 to calibrate high definition photogrammetry with hand measured pebble counts and root density.
- D. **Conduct a "windshield survey" and desktop analysis of potential large areas of individual contributors of sediment from hillslope processes such as construction sites, industrial operations, mining operations etc.**

- E. Evaluate individual hotspot areas on their potential sediment contribution, based on the same variables used in the sediment source evaluation from previous tasks (e.g. RUSLE evaluation for hillslope hotspot areas, BANCS model and LiDAR/Cross-Section comparison for streambank erosion hotspot areas).
- F. Prioritize sediment hotspot areas based on prioritization schemes used on previous large watershed studies. The selected prioritization scheme, prioritization criteria (e.g. amount of sediment contribution, proximity to infrastructure, availability of land, accessibility, etc.) and weighting of these criteria will be discussed with SJRA prior to finalizing the prioritization.
- G. Hotspot area descriptions and prioritization results will be presented in a brief technical memorandum to SJRA. The mechanisms driving sediment entrainment (i.e. the reason why sediment is entering the stream network) will be discussed for each site. If the individual site is storing sediment, the reason(s) why this storage is occurring will be presented as well as methods to increase the volume of sediment storage.
- H. Meet with SJRA to present results of subwatershed analysis of hotspot locations in subwatersheds, and to present recommended locations for 10 locations for sediment management opportunity. Based on feedback from this meeting FNI will amend the tech memo and submit Final Memo.

Task Deliverables

1. Electronic Files - Submit all ESRI shapefiles and rasters that were generated as part of Task 1106. Submit all excel spreadsheets used to calculate annual sediment loads, exceedance probability discharge curves and subwatershed sediment budgets. Submit all ArcGIS .mxd files that were used to develop exhibits with relative data path linked.
2. San Jacinto Subwatershed Sediment Source Hotspot Investigation Memo - This Memo will be a stand-alone chapter submitted to the SJRA and HCFCO for review. It will be incorporated into the final Regional Sediment Management Plan as part of task 1110. The memo will be provided as a .pdf. A Draft Memo, Amended Memo and Final Memo will be submitted.
3. Meeting Agenda, Facilitation and Notes - Prepare for and facilitate the meeting to review hotspot area evaluation and recommended areas for Sediment Mitigation/Management projects.

Task 1107 – Conceptual Solution Development and Implementation Strategy

- A. In this task, conceptual solutions will be developed for sediment management/sediment mitigation which can be applied throughout the Upper San Jacinto River Basin.
- B. Identify management practices to achieve goals and provide rationale for the selection of recommended management practices. These practices could be non-structural best management projects or construction projects. Describe performance (reduction of sediment) and expected maintenance requirements. Non-structural best management practices could include:
 - Post construction rainfall volume infiltration

- Riparian buffer requirements
- Sand and gravel mining best management practices

Structural BMP projects, may include but are not limited to:

- Stream bank armoring (rock, bioengineering, etc.)
- Stream restoration
- Grade control (prevent further stream bed incision)
- Floodplain reconnection (reduces shear stress, increase sediment storage potential)
- Bedload collector (harvest bedload without the need of in channel excavation)
- Lateral sediment traps (harvest bedload requiring the use of in channel excavation)

Describe the geomorphic, topographic and environmental conditions where each typical conceptual solution could be applied.

- C. Using the list of prioritized sites developed in Task 1108, determine potential sediment load reductions in the San Jacinto watershed if recommended projects are implemented.
- D. For the ten highest-ranking individual sites identified in Task 1108, develop a typical conceptual solution to manage or mitigate sediment contribution (“**site specific solution**”). Each site-specific solution will include a general schematic of the proposed concept, calculations of expected sediment reduction as well as construction cost estimates, evaluation of cost-benefit (e.g. cost/tons of sediment removed), landowner agreement requirements and environmental permitting.

Task 1108 - Identify Key Stakeholders and Permitting Agencies

- A. List stakeholder groups who may partner for implementation of strategies. Potential partnerships may include right of way acquisition, landowner approval, technical and financial sharing and monitoring.
- B. Identify key permitting agencies, as well as regulatory requirements necessary to obtain agency approval to implement and maintain mitigation strategies.
- C. Summary of key stakeholders and permitting agencies are discussed in Task 1108.

Task 1109 - Technical and Financial Assistance Sources

- A. List sources of technical assistance (design, permitting, etc.) and provide estimates of financial assistance to implement the types of sediment mitigation strategies.
- B. List potential funding sources of sediment mitigation strategies.
- C. Summary of technical and financial assistance are discussed in Task 1109.

Task 1110 - The San Jacinto Regional Sediment Management Plan

- A. Assemble all the preceding standalone chapters as described as deliverables in work tasks 1102 through 1108, the narrative from tasks 1109 and 1110, the implementation strategy (task 1111-5) and site-specific solutions. These memos, narrative and exhibits will form the

San Jacinto Watershed Regional Sediment Management Plan. The Plan will include the proposal outline for the preliminary engineering report which will be completed in a subsequent contractual phase (Phase II). The outline will describe the number of individual locations whose site-specific solutions will be furthered in the preliminary engineering report. The proposal outline will also include a Phase II proposal budget. A Draft Plan will be submitted for review. Organize feedback and comments and submit the Amended Plan. Incorporate additional comments and submit Final Plan.

- B. Develop a one-page hand out summarizing the Plan's goals, its findings and recommendations.

Task Deliverables

1. San Jacinto Regional Sediment Management Plan - An electronic copy of the Draft San Jacinto Regional Sediment Management Plan will be provided as a .pdf. Two hard copies and an electronic copy of the San Jacinto Regional Sediment Management Plan will be provided.

Schedule

The proposed total duration for this study is twenty-four (24) months. See below for an estimate of project schedule by Task:

| Task | Duration |
|---|------------------|
| Task 1101– Project Management | 24 Months |
| Task 1102 - Inventory Available Existing Data and Watershed Characterization | 2 Months |
| Task 1103 - San Jacinto Watershed's Annual Sediment Supply and Storage | 8 Months |
| Task 1104 - Sediment Transport Modeling | 3 Months |
| Task 1105 – Extrapolation of Subwatershed Data to Entire Upper San Jacinto River Basin and Prioritization of Subwatersheds for Sediment Source "Hotspot" Investigation | 3 Months |
| Task 1106 – Sediment Source "Hotspot" Investigation of Subwatersheds and Prioritization of Recommended Areas for Sediment Management or Opportunity | 5 Months |
| Task 1107 – Conceptual Solution Development and Implementation Strategy | 4 Months |
| Task 1108 - Identify Key Stakeholders and Permitting Agencies | 1 Month |
| Task 1109 - Technical and Financial Assistance Sources | 1 Month |
| Task 1110 - The San Jacinto Regional Sediment Management Plan | 2 Months |
| Total Project Duration | 24 Months |

Exhibit C

| Table 1: Local Partner Initial Deposit Amounts | | |
|---|--|--------------------------------------|
| Local Partner | Portion of Local Match | Maximum Possible Contribution |
| Humble | \$50,000.00 | \$50,000 |
| HCFCF | (Local Match <i>less</i> \$50,000.00) <i>times</i> 50% | \$162,500 |
| Houston | (Local Match <i>less</i> \$50,000.00) <i>times</i> 50% | \$162,500 |

| Table 2: Local Partner Final Responsibility for Local Match | |
|--|--|
| Local Partner | Portion of Local Match |
| Humble | \$50,000.00 |
| HCFCF | (Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 50% |
| Houston | (Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 50% |

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 _____, with the following members present, to-wit:

| | |
|---------------------|------------------------------|
| Lina Hidalgo | County Judge |
| Rodney Ellis | Commissioner, Precinct No. 1 |
| Adrian Garcia | Commissioner, Precinct No. 2 |
| Tom S. Ramsey, P.E. | Commissioner, Precinct No. 3 |
| R. Jack Cagle | Commissioner, Precinct No. 4 |

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BY AND AMONG HARRIS COUNTY FLOOD CONTROL DISTRICT,
SAN JACINTO RIVER AUTHORITY, CITY OF HOUSTON, TEXAS AND
CITY OF HUMBLE, 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:

| | | Yes | No | Abstain |
|--------------|---------------------------|--------------------------|--------------------------|--------------------------|
| AYES: | Judge Lina Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NAYS: | Comm. Rodney Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ABSTENTIONS: | 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:

WHEREAS, the Authority is authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49, Texas Water Code, as amended, and its enabling legislation, to provide for the control, storage, preservation, and distribution of storm water and floodwater of the San Jacinto River watershed; and

WHEREAS, the Local Partners are authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49 and Chapter 54, Texas Water Code, as amended, to provide for the control, storage, preservation, and distribution of storm water and floodwater of its rivers and streams, and the control, abatement, and change of any harmful excess of water; and

WHEREAS, the Authority and Local Partners are all authorized to enter into an interlocal agreement pursuant to the Act; and

WHEREAS, pursuant to such authority and the provision of the Act, the Authority and the Local Partners deem it appropriate at this time to cooperate in order to procure a study examining

sedimentation in the Upper San Jacinto River Basin, as shown in **Exhibit A**, including evaluation of the input, output, and storage of sediment for the entire basin, as well as for sub-watersheds within the basin (the "Project"); and

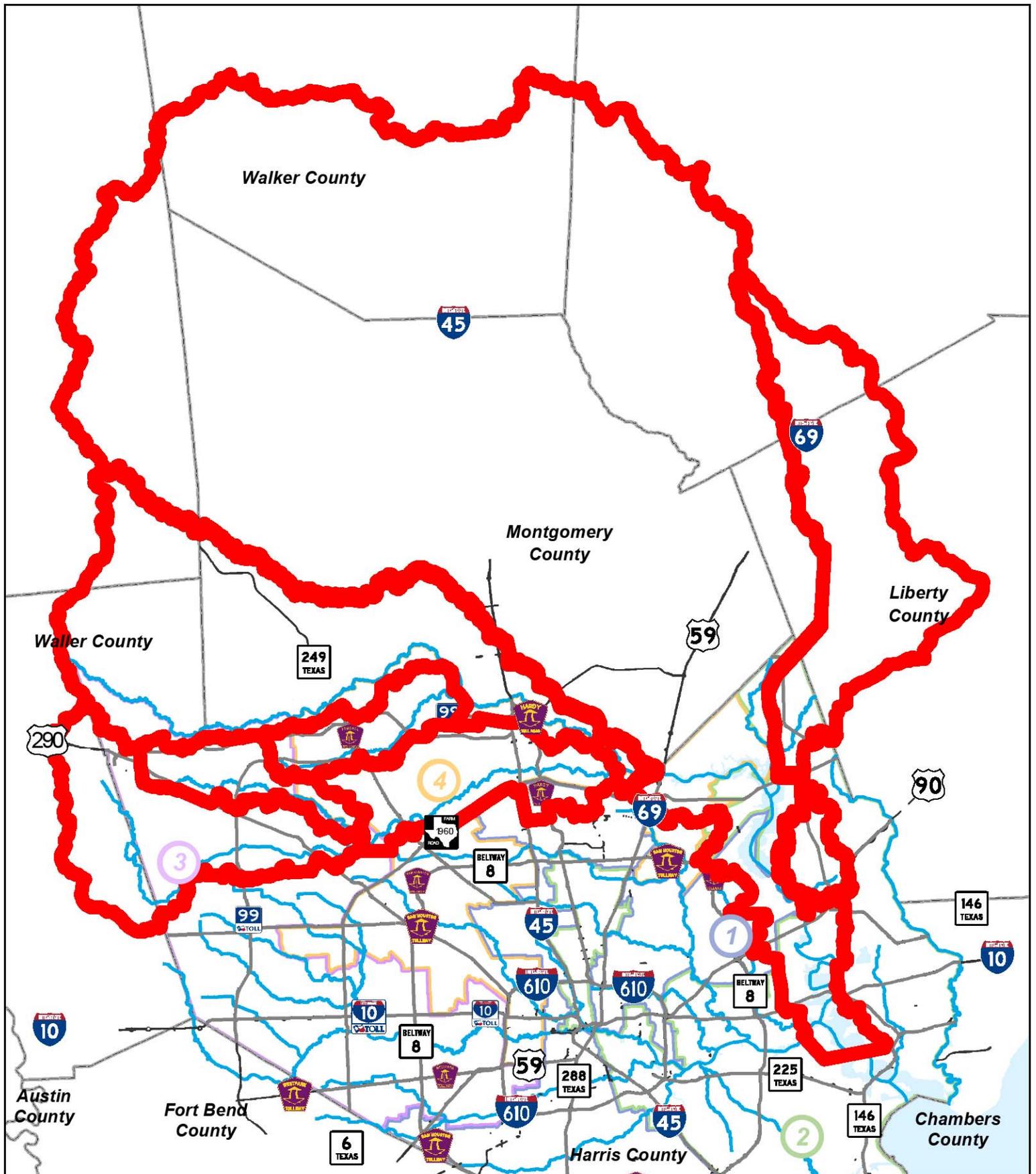
WHEREAS, the Parties have determined to enter into this Agreement to address, among other things, the undertaking of the Project and the administration of same by the Authority, the obligation of the Local Partners to contribute funds towards the costs of the Project, and the other rights and responsibilities of the Parties relative to the Project; and

WHEREAS, the Parties have determined that they are authorized to enter into this Agreement by the Constitution and laws of the State of Texas including, but not limited to, the Act; that the subject of 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 functions or services which are the subject matter of this Agreement; that the performance of this Agreement is in the interest of all Parties; and that the division of work and costs fairly compensates the performing parties for the functions or services contemplated by this Agreement.

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, San Jacinto River Authority, City Of Houston, Texas and City Of Humble, Texas, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



Project ID: G103-00-00-Y007

Watersheds: Cypress Creek, Little Cypress Creek, San Jacinto River, Jackson Bayou, Spring Creek, Luce Bayou, Willow Creek

Precincts: County-wide

Pct No

- 1
- 2
- 3
- 4

