

**AGREEMENT**

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF HARRIS       §**

THIS AGREEMENT is made and entered into by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District" or "HCFCD," and the **Buffalo Bayou Partnership**, a non-profit corporation, organized and existing under the laws of the State of Texas, hereinafter referred to as the "Partnership."

**Recitals**

1. The Partnership is continuing to develop a comprehensive maintenance and management program for Buffalo Bayou (the "Bayou") to further its objective of cleaning and improving the Bayou, its tributaries and other areas as directed by the District, in order to encourage and stimulate business development along the Bayou; to preserve and protect historical sites along the Bayou; to improve stormwater quality; and to draw conventions and visitors to the Buffalo Bayou area.
2. The Partnership's comprehensive maintenance and management program for the Bayou includes the navigable waters of the Bayou, its tributaries and other areas as directed by the District, including the Bayou from Shepherd Drive downstream to Loop 610 East and the navigable portions of all the tributaries of the Bayou and involves periodic skimming of such waters to remove floatables, litter, and other pollutants from the Bayou, its tributaries and other areas as directed by the District within the described limits (the "Project").
3. The Partnership, as part of its comprehensive maintenance and management program for the Bayou, its tributaries and other areas as directed by the District, coordinated the purchase of various watercraft and equipment for removing floatables, litter, and other pollutants from the Bayou, its tributaries and other areas as directed by the District.
4. The District, as part of its federally-mandated responsibilities pursuant to the Texas Pollutant Discharge Elimination System ("TPDES"), formerly the National Pollutant Discharge Elimination System, under the Clean Water Act of 1977, is charged with designing and managing programs for removing floatables, litter, and other pollutants from waters of the United States that flow through the District's system of bayous, streams, and other flood control facilities.
5. The Bayou is one of the largest and most significant flood control units within the District's jurisdiction and the condition and functioning of the Bayou, its tributaries and other areas as directed by the District are central to the operation of the entire flood control program in Harris County.
6. The Partnership's comprehensive maintenance and management program for the Bayou, its tributaries and other areas as directed by the District has features that contribute to fulfilling the District's TPDES responsibilities with respect to the Bayou, its tributaries and other areas as directed by the District and the District's flood control and TPDES programs by assisting in development of methods and programs for removing floatables, litter, and other pollutants from the waters of the Bayou, its tributaries and other areas as directed by the District.
7. The activities of the Partnership with respect to developing and operating a program for management and removal of floatables, litter, and other pollutants from the Bayou, its

tributaries and other areas as directed by the District will assist the HCFCD in developing, designing, and evaluating methods and programs that can later be applied to a District-wide program to fulfill its TPDES responsibilities.

8. The District previously entered into an agreement with the Partnership, dated April 29, 2003, to provide funding in the amount of \$212,820.54 to have the Partnership conduct a one-year pilot project to produce lessons and results which could be employed by the District to design and implement floatables control programs for other facilities within the District.
9. The District subsequently amended the 2003 Agreement to provide funding for a second year of operation (2004-2005) of the pilot project by the Partnership in the amount of \$246,827.09, for project administration and management, which included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the second year of operation of the pilot project.
10. The District thereafter entered into an agreement to provide funding to the Partnership for an additional year (2005-2006), in the amount of \$274,230.69, for project administration and management, which included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the Project.
11. The District thereafter entered into an agreement with the Partnership to provide funding to the Partnership for an additional year (2006-2007), in the amount of \$274,230.69, for project administration and management, which included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the Project, with possible renewal for two (2) additional one-year terms. The District thereafter provided funding for an additional one-year renewal term (2007–2008) of such agreement in the amount of \$282,457.61. The District thereafter provided funding for an additional one-year renewal term (2008-2009) of such agreement in the amount of \$290,931.33.
12. The District thereafter entered into an agreement to provide funding to the Partnership for an additional two year term (May 1, 2009 – April 30, 2011), in the amount of \$290,931.33 annually (\$581,862.66 total), for project administration and management, which included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the Project.
13. The District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commenced on the date of Agreement execution July 12, 2011), in an amount not to exceed \$311,900.49 annually (\$623,800.98 total), for project administration and management, which included funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.
14. The District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commenced on the date of Agreement execution July 9, 2013), in an amount not to exceed \$311,900.49 annually (\$623,800.98 total), for project administration and management, which included funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.
15. The District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commencing on the date of Agreement execution July 14, 2015), in an amount not to exceed \$311,900.49 annually (\$623,800.98 total), for project administration and management, which includes funding for staff to

provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.

16. The District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commencing on the date of the Agreement execution November 14, 2017), in an amount not to exceed \$343,090.54 annually (\$686,181.08 total), for project administration and management, which includes funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.
17. The District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commencing on the date of the Agreement execution September 24, 2019), in an amount not to exceed \$343,090.54 annually (\$686,181.08 total), for project administration and management, which includes funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.
18. The District and the Partnership now desire HCFCD to provide funding to the Partnership for an additional two-year term (commencing on the date of this Agreement's execution), in an amount not to exceed \$377,399.59 annually (\$754,799.18 total), for project administration and management, which includes funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.
19. The goods and/or services provided hereunder to the District by the Partnership in connection with the Project constitute items necessary to preserve or protect the public health or safety of the residents of Harris County and the District.
20. The Partnership represents that it is capable and qualified to perform the services and prepare the items set forth herein.

NOW, THEREFORE, the District and the Partnership, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

#### TERMS

##### I.

On or before thirty (30) days after the date of execution of this Agreement, the Partnership shall forward to the Executive Director of the District or his designee hereinafter referred to as (the "Director") scope of work and goals for current year (the "Scope"), setting forth the Project for the first year (2021-2022) of this Agreement, including anticipated personnel, schedules of maintenance operations, management, evaluation, controls, and funding. The Scope shall be submitted by the Partnership to the Director for his review and approval, prior to commencement of the Project. The Director shall promptly review the Scope and, subject to modifications of the Scope made by the Partnership at the request of the Director, shall not unreasonably withhold his approval of the Scope. Thereafter, the Partnership shall submit an amended Scope at intervals mutually acceptable to the Director and the Partnership for approval by the Director.

## II.

On or before forty (45) days after approval of the Scope for the first year of the Agreement, the District shall pay to the Partnership the sum of \$377,399.59, which sum shall be used exclusively by the Partnership for implementation of the Project and evaluation thereof during the first year of this Agreement.

On or before thirty (30) days after approval of the Scope for the second year of the Agreement, the District shall pay to the Partnership the sum of \$377,399.59, which sum shall be used by the Partnership for implementation of the Project and evaluation thereof during the second year of this Agreement.

## III.

Funds paid pursuant to this Agreement by the District to the Partnership shall be used for maintenance program administration, including one administrative/supervisor position (100% salary, plus benefits), four staff positions (100% salary, plus benefits), an 8% management fee of total contract to cover Partnership President and Controller (or equivalent positions as provided in Scope); maritime insurance for all watercraft; and other expenses associated with floatables collection equipment/supplies purchase, operations, and maintenance.

## IV.

The Partnership may enter into one or more other agreements with entities and/or programs, including but not limited to, the Port of Houston Authority and the Harris County Supplemental Environmental Program, for contributions to or participation in activities associated with the Project. The Partnership shall fully and promptly disclose to the Director, in writing, the nature and extent of such participation by other entities and/or programs, including the amount of financial contributions, and the purposes for which such contributions are used.

## V.

In implementing the Project, the Partnership shall familiarize itself with the District's TPDES permit and shall, to the maximum extent possible, implement the Project in a manner consistent with the District's responsibilities under its TPDES permit. Specifically, the Partnership shall collect, catalog, and volumetrically measure for each category of floatables and the total volume of floatables materials collected, quantified in cubic yards, according to categories set out in the District's TPDES permit. In addition, the Partnership shall gather other information regarding floatables collected, including where applicable, photographic and video evidence, which will permit the District to evaluate the operation of the Project. The Partnership shall also determine natural collection areas along the Bayou, its tributaries and other areas as directed by the District and develop a site specific scope for litter/floatable/debris removal from those areas.

## VI.

The Partnership shall submit periodic reports of progress and funds expended to the Director not less than once every ninety (90) days while the Project is ongoing. Not later than thirty (30) days after the completion of each year of this Agreement, the Partnership shall submit a final financial report to the Director showing all expenditures associated with the Project for the preceding year. In addition, the Partnership, in its periodic reports and final financial reports, shall report all hours expended in connection with the Project by Partnership personnel. The Partnership shall also submit a statement sworn to by an officer of the Partnership, in a form acceptable to the County Auditor of Harris County, setting forth the services completed and costs incurred and the compensation to which the Partnership is entitled pursuant to the same. All hourly charges shown shall be itemized and certified by an officer of the Partnership to be true and correct. The Director and the Harris County Auditor shall approve the statement after review, with such modifications

as may be deemed appropriate. To the extent that the costs associated with implementation of the Project are less than the sum previously paid by the District to the Partnership pursuant to Article II hereof for each year of this Agreement, the Partnership shall refund such excess amount to the District not later than thirty (30) days after approval of such final statement for each year by the Director and the Harris County Auditor. In the event that costs associated with implementation of the Project exceed the sum(s) previously paid by the District to the Partnership pursuant to Article II hereof for each year of this Agreement, the District shall not be liable for any of such costs.

Time sheets corroborating the information provided in the final statement, signed by individuals performing services under this Agreement and their supervisor(s), showing the name of each individual performing services hereunder, the date or dates that he or she performed said services, his or her hourly wage, the total amount billed for each individual, and the total amount billed for all individuals, and including such other details as may be requested by the Harris County Auditor for verification purposes, shall be kept and maintained by the Partnership for a period of five (5) years after the completion of performance under this Agreement. The Director and/or the County Auditor shall have the right, after giving written notice, to review any and all documents or other data in the custody of the Partnership, in connection with the statement submitted by the Partnership to the District for approval and payment by the District.

#### VII.

The Director or the Partnership may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Upon receipt of such notice from the Director, the Partnership shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Partnership shall submit a final statement showing in detail the services performed and costs expended under this Agreement to the date of termination. Upon approval thereof by the Director and the Harris County Auditor, the Partnership shall have the right to retain that proportion of the amount paid by the District to the Partnership under Article II hereof which the services actually bear to the total services called for herein, up to the amount of the District's maximum contribution, as set forth in Article XI hereof. The Partnership shall refund any excess to the District within thirty (30) days after approval of its final statement by the Director and the Harris County Auditor for each year of this Agreement. Copies of all complete or partially complete designs, plan, reports, and other documents prepared pursuant to this Agreement shall be delivered promptly to the District by the Partnership when and if this Agreement is terminated.

#### VIII.

The term of this Agreement shall extend for a term of two years commencing on the date of its approval and execution by Commissioners Court of Harris County. All the terms conditions, rights, duties, and responsibilities set forth in this Agreement for the first year of this Agreement shall apply fully during the second year of the Agreement. Provided further, however, that the Scope required in Article I hereof for the second year of this Agreement shall be submitted by the Partnership to the Director not later than thirty (30) days after the beginning of the second year of this Agreement and the final financial report required in Article VI hereof for the second year of this Agreement shall be submitted by the Partnership to the Director not later than thirty (30) days after the completion of the second year of this Agreement.

#### IX.

The District reserves the right, while the Project is ongoing, to inspect and observe operations associated with the Project and to review all documents, maps, plats, records, photographs, reports, or drawings associated with the Project; provided, however, that in making such inspections and observations, the District shall not interfere with the work in progress.

## X.

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

Buffalo Bayou Partnership  
1019 Commerce Street, Suite 200  
Houston, Texas 77002  
Attn: President

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

Harris County Flood Control District  
9900 Northwest Freeway  
Houston, Texas 77092  
Attn: Executive Director

## XI.

The Partnership clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that District shall have available the total maximum sum of \$377,399.59 for each year of this Agreement and the total maximum sum of \$754,799.18 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement for the 2021-2023 contract term, and that the total maximum sum the Partnership may become entitled to hereunder and the total maximum sum the District shall become liable to pay to the Partnership for each year of this Agreement shall not exceed \$377,399.59, and that the total maximum sum for the 2021-23 contract term shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Article (\$754,799.18) and certified as available therefor by the County Auditor as evidenced by a purchase order issued by the Purchasing Agent.

## XII.

The District and the Partnership bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of the other party, in respect to all covenants of this Agreement. Neither the District nor the Partnership shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Provided, however, that the Partnership may subcontract for services called for hereunder, with the advance written consent of the Director. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any corporation or public body that may be a party hereto.

## XIII.

The Partnership shall acknowledge the District's participation in the Project in all news/press releases and publications it produces concerning the Project. To the maximum extent feasible, the Partnership shall coordinate contact with the news media, private citizens, or community organizations/leaders with the District's Director or Public Outreach Department.

## XIV.

The Partnership agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill necessary to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work

to be performed hereunder and the Partnership's performance. The Partnership represents that, prior to performing hereunder, it has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2270.002, the Partnership warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Partnership represents and certifies that, at the time of execution of this Agreement, the Partnership (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Partnership engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

Energy Company. The Partnership warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Partnership meets an exemption under subsection (c), then, as required by subsection (b), the Partnership's signature on this Agreement constitutes the Partnership's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Firearm and Ammunition Industries. The Partnership warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Partnership meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, the Partnership's signature on this Agreement constitutes the Partnership's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

#### XV.

This Agreement is not intended to and shall not create a joint enterprise between the Partnership and the District. The District is undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein. The Partnership shall obtain and maintain policies of general liability, maritime, and workers compensation insurance. The District will be named as an additional insured, with coverages equal to or greater than the District's limits of liability set forth in the Texas Tort Claims Act.

#### XVI.

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties.

EXECUTED on \_\_\_\_\_.

APPROVED AS TO FORM;

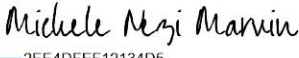
CHRISTIAN D. MENEFEE  
Harris County Attorney

DocuSigned by:  
  
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By: \_\_\_\_\_  
MITZI TURNER  
Assistant County Attorney


HARRIS COUNTY FLOOD CONTROL  
DISTRICT

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

ATTEST:

DocuSigned by:  
  
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\_\_\_\_\_  
Michele Nezi Marvin  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Director of Finance and Administration  
\_\_\_\_\_  
Title

BUFFALO BAYOU PARTNERSHIP

DocuSigned by:  
  
ADE33663BC10477...  
\_\_\_\_\_  
Anne Olson  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title



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 AGREEMENT BETWEEN  
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND  
 BUFFALO BAYOU PARTNERSHIP**

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"/>
	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	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 Partnership is continuing to develop a comprehensive maintenance and management program for Buffalo Bayou (the "Bayou") to further its objective of cleaning and improving the Bayou, its tributaries and other areas as directed by the District, in order to encourage and stimulate business development along the Bayou; to preserve and protect historical sites along the Bayou; to improve stormwater quality; and to draw conventions and visitors to the Buffalo Bayou area.

WHEREAS, the Partnership's comprehensive maintenance and management program for the Bayou includes the navigable waters of the Bayou, its tributaries and other areas as directed by the District, including the Bayou from Shepherd Drive downstream to Loop 610 East and the navigable portions of all the tributaries of the Bayou and involves periodic skimming of such waters to remove floatables, litter, and other pollutants from the Bayou, its tributaries and other areas as directed by the District within the described limits (the "Project").

WHEREAS, the Partnership, as part of its comprehensive maintenance and management program for the Bayou, its tributaries and other areas as directed by the District, coordinated the purchase of various watercraft and equipment for removing floatables, litter, and other pollutants from the Bayou, its tributaries and other areas as directed by the District.

WHEREAS, The District, as part of its federally-mandated responsibilities pursuant to the Texas Pollutant Discharge Elimination System ("TPDES"), formerly the National Pollutant Discharge Elimination System, under the Clean Water Act of 1977, is charged with designing and managing programs for removing floatables, litter, and other pollutants from waters of the United States that flow through the District's system of bayous, streams, and other flood control facilities.

WHEREAS, the Bayou is one of the largest and most significant flood control units within the District's jurisdiction and the condition and functioning of the Bayou, its tributaries and other areas as directed by the District are central to the operation of the entire flood control program in Harris County.

WHEREAS, the Partnership's comprehensive maintenance and management program for the Bayou, its tributaries and other areas as directed by the District has features that contribute to fulfilling the District's TPDES responsibilities with respect to the Bayou, its tributaries and other areas as directed by the District and the District's flood control and TPDES programs by assisting in development of methods and programs for removing floatables, litter, and other pollutants from the waters of the Bayou, its tributaries and other areas as directed by the District.

WHEREAS, the activities of the Partnership with respect to developing and operating a program for management and removal of floatables, litter, and other pollutants from the Bayou, its tributaries and other areas as directed by the District will assist HCFCD in developing, designing, and evaluating methods and programs that can later be applied to a District-wide program to fulfill its TPDES responsibilities.

WHEREAS, the District previously entered into an agreement with the Partnership, dated April 29, 2003, to provide funding in the amount of \$212,820.54 to have the Partnership conduct a one-year pilot project to produce lessons and results which could be employed by the District to design and implement floatables control programs for other facilities within the District.

WHEREAS, the District subsequently amended the 2003 Agreement to provide funding for a second year of operation (2004-2005) of the pilot project by the Partnership in the amount of \$246,827.09, for project administration and management, which included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the second year of operation of the pilot project.

WHEREAS, the District thereafter entered into an agreement to provide funding to the Partnership for an additional year (2005-2006), in the amount of \$274,230.69, for project administration and management, which included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the Project.

WHEREAS, The District thereafter entered into an agreement with the Partnership to provide funding to the Partnership for an additional year (2006-2007), in the amount of \$274,230.69, for project administration and management, which included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the Project, with possible renewal for two (2) additional one-year terms. The District thereafter provided funding for an additional one-year renewal term (2007-2008) of such agreement in the amount of \$282,457.61. The District thereafter provided funding for an additional one-year renewal term (2008-2009) of such agreement in the amount of \$290,931.33.

WHEREAS, The District thereafter entered into an agreement to provide funding to the Partnership for an additional two year term (May 1, 2009 – April 30, 2011), in the amount of \$290,931.33 annually (\$581,862.66 total), for project administration and management, which

included funding for staff to provide the necessary services, and expenses associated with equipment operation and maintenance necessary for the Project.

WHEREAS, The District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commenced on the date of Agreement execution July 12, 2011), in an amount not to exceed \$311,900.49 annually (\$623,800.98 total), for project administration and management, which included funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.

WHEREAS, The District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commenced on the date of Agreement execution July 9, 2013), in an amount not to exceed \$311,900.49 annually (\$623,800.98 total), for project administration and management, which included funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.

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WHEREAS, the District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commencing on the date of the Agreement execution November 14, 2017), in an amount not to exceed \$343,090.54 annually (\$686,181.08 total), for project administration and management, which includes funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.

WHEREAS, the District and the Partnership entered into an agreement to provide funding to the Partnership for an additional two-year term (commencing on the date of the Agreement execution September 24, 2019), in an amount not to exceed \$343,090.54 annually (\$686,181.08 total), for project administration and management, which includes funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.

WHEREAS, the District and the Partnership now desire HCFCD to provide funding to the Partnership for an additional two-year term (commencing on the date of this Agreement's execution), in an amount not to exceed \$377,399.59 annually (\$754,799.18 total), for project administration and management, which includes funding for staff to provide the necessary services and expenses associated with equipment operation and maintenance necessary for the Project.

WHEREAS, the goods and/or services provided hereunder to the District by the Partnership in connection with the Project constitute items necessary to preserve or protect the public health or safety of the residents of Harris County and the District.

WHEREAS, the Partnership represents that it is capable and qualified to perform the services and prepare the items set forth herein.

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: Exemption from the County Purchasing Act under Local Government Code § 262.024(a)(2) is hereby granted.
- Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District an Agreement by and between the Harris County Flood Control District and the Buffalo Bayou Partnership for continued development of a program for management and removal of floatables, litter, and other pollutants from Buffalo Bayou, its tributaries and other areas as directed by the District in conjunction with the District's TPDES program, for a maximum fee to be paid by the District of \$754,799.18 (\$377,399.59 annually) for project administration and management, for a two-year term upon the fulfillment of certain conditions, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.