



Measures Immediately Effective in Protecting Life and Property – Category 4

Due October 19, 2020 at 5:00 p.m. CST

Email to FIF@twdb.texas.gov Include the Applicant's Name, Abridged Application Number, and Category in the subject line.

Submittal Instructions: Please email one indexed, electronic copy to FIF@twdb.texas.gov using MS Word, Shapefile, Excel, and/or Adobe Acrobat. All Adobe Acrobat PDFs **must be searchable**. Include the Applicant's Name, Abridged Application Number, and Category in the subject line of the email. For applications in excess of 150 MB, please contact FIF@twdb.texas.gov for submission instructions.

For more information, please email FIF@twdb.texas.gov. Include the Applicant's Name, Abridged Application Number, and Category in the subject line of the email.

Example email subject line: Applicant Name, Abridged Application 12345, Category 4

Thank you.

Project information submitted in this application must be consistent with the project's submitted abridged application; any information that is inconsistent with the project's ranking in the prioritization list as approved by the board could result in the project losing prioritization points to the extent that the project may fall below the board-approved funding line. By submitting this Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Application by the stated deadline, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Application without review.

GENERAL INFORMATION

Entity Name
San Jacinto River Authority
Entity Type
River Authority
A citation of the law under which the political subdivision operates and was created
Chapter 426, Acts of the 45th Texas Legislature, Regular Session, 1937
Physical Address
1577 Dam Site Road, Conroe, TX 77304
Mailing Address
P.O. Box 329, Conroe, Texas 77305

Primary Contact Please list the primary project contact for day to day project implementation	Name	Briana Gallagher
	Title	Project Coordinator
	Phone	936-588-7127
	Email	bgallagher@sjra.net

Grant Coordinator Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	Name	Matt Barrett, P.E.
	Title	Division Engineer
	Phone	936-588-7177
	Email	mbarrett@sjra.net

Other Contact (Financial Advisor, Legal/Bond Counsel, Project Engineer, etc.) _____	Name	Sam Hinojosa, P.E., CFM
	Title	Engineering Consultant, Project Manager (Grant Application)
	Phone	936-777-6372
	Email	shinojosa@halff.com

Other Contact (Financial Advisor, Legal/Bond Counsel, Project Engineer, etc.) _____	Name	
	Title	
	Phone	
	Email	

Other Contact (Financial Advisor, Legal/Bond Counsel, Project Engineer, etc.) _____	Name	
	Title	
	Phone	
	Email	

GENERAL PROJECT INFORMATION

Abridged Application Number(s)	13628
Project Name	Flood Early Warning System for San Jacinto County

Project Location (Latitude/Longitude)		Winters Bayou at SH 150 (30.544797, -95.292403) Peach Creek at FM 3081 (30.4295751, -95.326356) East Fork at FM 945 (30.45225, -95.125221)	
Counties in Project's Area List counties where the project is located or providing service		San Jacinto County	
Category Invited For			
<input type="checkbox"/> <u>Category 1</u> Flood Protection Planning for Watersheds	<input type="checkbox"/> <u>Category 2</u> Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	<input type="checkbox"/> <u>Category 3</u> Federal Award Matching Funds	<input checked="" type="checkbox"/> <u>Category 4</u> Measures immediately effective in protecting life and property

STATEMENT OF FUNDING

Please indicate the funding sources anticipated to sufficiently fund the project. Insert the dollar amounts applicable to the sources identified below. Entities may either use its own available funds or borrow FIF funds at 0% for any portion of the required local share not provided through the FIF grant funds. Other funding sources indicated below must be committed/awarded or under consideration by the funding agency. If federal funding is a source, please indicate the specific source and federal disaster number in the box below. While you may propose to use in-kind services on this form, any proposal must receive TWDB's approval.

Sources of Funding	Amount (\$)	Percent of Total Project Cost
a. Federal Funding Disaster Number:	\$0.00	0%
b. Local Contribution (All cash/loan/bond proceeds/non-federal grant sources excluding FIF)	\$900.00	1.4%
c. In-Kind Contribution (estimated value)	\$16,000.00	24.6%
d. TWDB FIF Grant	\$48,100.00	74%
e. TWDB FIF Loan Applicants with a loan component MUST FILL OUT the loan component questions below	\$0.00	0%
TOTAL PROJECT COST (equals a+b+c+d+e)	\$65,000.00	100%
Attach a budget and explanation of funds if needed	<input checked="" type="checkbox"/> Attached <input type="checkbox"/> NA Please see Attachment 1.	

DESCRIPTION OF PROPOSED PROJECT - **LIMIT PROJECT NEED AND DESCRIPTION TO ONE PAGE**

Project Need: Description of Project Need; and

San Jacinto County has identified three locations as critical for flood early warning capabilities. The proposed project will provide early warning notification to residents, businesses, property owners, etc. downstream of the proposed gage locations, as well as county emergency personnel and responders, protecting life and allowing protection of property which can be moved to a safe location with adequate warning. Per San Jacinto County the areas downstream of the proposed gages have been impacted by several previous storm events, including Hurricanes Harvey, Rita, and Ike, as well as storms in 1994, 1998, 2015, and 2016, causing road closures, high water rescues, etc. These have historically been low population areas but are growing rapidly. The early warning system could reduce the burden on county emergency services by reducing the necessary number of high water rescues during a flooding event, and could give emergency responders more time to close roads before they become flooded, therefore benefitting more than just the residents and businesses directly downstream of the gages.

Project Description: Description of Project, including a bulleted list of project elements/components, flood risk evaluation and alternatives considered.

The proposed project includes the purchase and installation of three new rain and stream gages within San Jacinto County. The County selected these locations based on previous flood events that resulted in road closures and high water rescues. The primary tasks for this project include:

1. Project Management
2. Equipment Installation

See attachment 7 for detailed breakdown of efforts to be performed under each task.

SJRA will perform project management and equipment installation efforts in house, with some supplementary efforts to be performed by consultants, as described in Attachment 7.

As described above in the Project Need, San Jacinto County has identified multiple historical storms that have impacted the areas to benefit from the project. See attachment 2 for additional information on flood risks.

As San Jacinto County specifically requested flood early warning capabilities at the proposed locations, SJRA did not consider any other alternative projects.

FLOOD INFRASTRUCTURE FUND QUESTIONS

Category 4: Measures immediately effective in protecting life and property

Items required to meet Flood Intended Use Plan and/or Statutory Requirements:

1. Attach a map showing project location and delineation of project watershed, conforming to [31 TAC §363.408\(b\)\(4\)](#). Please see Attachment 2.
2. Has the applicant acted cooperatively with other political subdivisions to address flood control needs in the area?
 Yes, Attach Documentation (Flood Application Affidavit [TWDB-0172](#) or [TWDB-0173](#)). Please see Attachment 3.
 No
3. Have all political subdivisions been notified of the proposed study, were provided adequate notice, and will have ample opportunity to participate in the study? Providing adequate notice and ample opportunity to any such eligible political subdivision that elects not to participate further would fulfill this requirement, provided evidence of notification is included in the application.
 Yes, Attach Documentation (Flood Application Affidavit [TWDB-0172](#), [TWDB-0173](#), or evidence of adequate notification). Please see Attachment 3.
 No
4. Will in-kind services be substituted for any part of the local share? [Note: In-kind services may be substituted for any part of the local share, if such services are directly in support of the planning effort, are fully explained and documented in the complete application, and approved as part of the TWDB commitment.]
 Yes, Attach Documentation with full explanation of applicant's in-kind contribution including a description of in-kind services to be provided. Please see Attachment 1.
 No
5. Have the political subdivisions held public meetings (separately or cooperatively) to accept comments on the proposed flood project from interested parties?
 Yes, Attach Documentation (Flood Application Affidavit [TWDB-0172](#) or [TWDB-0173](#) or evidence of adequate notification). Please see Attachment 3.
 No

6. Have the appropriate authorities for the area to be served by the project adopted and continue to enforce floodplain ordinances or orders, as appropriate, equivalent to the National Flood Insurance Program (NFIP) standards ([TWDB NFIP Portal](#))?
- Yes, Attach Documentation or provide a link to current Ordinance or Order [The San Jacinto County Regulations for Subdivisions and Development](#) includes the floodplain ordinance and is available on the County website at the following link: <http://www.co.san-jacinto.tx.us/page/sanjacinto.CountyRegulations>
- A copy of the Certification of Enforcing Floodplain Management Standards is included in Attachment 3.
- No
7. Does the funding request include redundant funding for activities already performed and/or funded through another source?
- Yes
- No [The proposed project will leverage data that has been developed as part of the San Jacinto Regional Watershed Master Drainage Plan project that incorporate Atlas 14 rainfall. FEMA's Base Level Engineering \(BLE\) data will also be used in the proposed study. SJRA has coordinated the proposed gage locations to avoid duplicating those already in place or planned by Harris County Flood Control District.](#)
8. Has the applicant conducted an analysis of whether the proposed flood project could use floodwater capture techniques for water supply purposes, including floodwater harvesting, detention or retention basins, or other methods of capturing storm flow or unappropriated flood flow?
- Yes, conducted analysis and project could use floodwater capture techniques
- Yes, conducted analysis and project could not use floodwater capture techniques
- NA, please explain [The proposed FEWS project does not involve potential floodwater capture or floodwater harvesting opportunities.](#)
9. Has the applicant planned for operations and maintenance costs, including identification and explanation of the responsible party and funding source? (note: operations and maintenance are not eligible costs under this program)
- Yes, Attach Documentation [Please see Attachment 4.](#)
- No
- Not applicable

Items specific to Category 4 Projects:

10. If the Project involves creation of a Dam Emergency Action Plan, will applicant adhere to established protocols outlined in "The Guidelines for Developing Emergency Action Plans (EAPs) for Dams in Texas", revised in December 2019, by the Texas Commission on Environmental Quality?

- Yes
- No
- Not applicable

11. Has the applicant determined the flood-hardening level of the FEWS system (i.e., FEWS equipment able to withstand 2% or 1% annual chance storm events etc.)?

- Yes, Attach documentation [Please see Attachment 5.](#)
- No
- Not applicable

12. If a FEWS project, has the applicant determined quantitative information on the population impacted?

- Yes, Attach Documentation [Please see Attachment 6.](#)
- No
- Not applicable

13. Please attach a detailed description of project watershed, as identified above per 31 TAC §363.408(b)(4), including: [Please see Attachment 2.](#)

- a. historical flooding and flood damages,
- b. existing or potential flood hazards this project intends to address,
- c. the current flood risk in the project area and the revised flood risk of the project area if the project is implemented, and
- d. other benefits of the project.

14. Please attach a detailed scope of work, budget, and schedule for the project, including: [Please see Attachment 1.](#)

- a. project approach and team organization,
- b. description of tasks,
- c. a task and expense budget*, and
- d. a schedule for completing specific tasks.

*see attached example task and expense budgets.

15. Legal Documents: [Please see Attachment 3.](#)

- a. Resolution. Attach the resolution from the governing body requesting financial assistance. (TWDB-0201A)
 - Attached
- b. Application Affidavit. Attach the Application Affidavit. (TWDB-0201)

Attached

c. Certificate of Secretary. Attach the Certificate of Secretary. (TWDB -0201B)

Attached

16. Applicants Consultants. Please attach copies of all draft and/or executed contracts for consultant services to be used by the applicant. If there are any significant scope components that the applicant will be handling in-house, please attach a brief description of those services. Please see Attachments 7 and 8. Attached executed and draft contracts do not include TWDB clauses. If grant is awarded, SJRA will coordinate with TWDB to add clauses to future contracts under the grant and to amend existing contracts to add clauses as needed.

LOAN COMPONENT QUESTIONS – APPLICANTS NOT SEEKING FUNDING IN THE FORM OF A LOAN DO NOT NEED TO ANSWER THE QUESTIONS BELOW

San Jacinto River Authority is not applying for the loan portion of this funding request.

Legal Information

1. **Pledge.** What type of pledge will be used to repay the proposed debt?
 Systems Revenue Taxes Combination of System Revenues & Taxes
 Contract Revenue Other (Explain)
2. **Proposed Debt Issue.** Provide the full legal name of the security for the proposed debt issue(s).
3. **Parity of Debt.** Is the applicant proposing to issue Certificates of Obligation or bonds on parity with outstanding obligations?
 Yes No
 If yes:
 - a. Please describe any reserve requirements and additional debt requirements: _____;
 - b. Attach the most recent resolution or ordinance authorizing the outstanding parity debt.
4. **Rate Covenants.** Describe any existing rate covenants.

Financial Information

5. **Utilities Provided.** Indicate the services the Applicant provides its customers. Check all that apply.
 Regional/Wholesale Water Services Retail Water Wastewater
 Storm water/Drainage None of these
6. **Current Average Residential Usage and Rate Information.**

<u>Service</u>	<u>Date of Last Rate Increase</u>	<u>Avg. Monthly Usage (Gal)</u>	<u>Avg. Monthly Bill (\$)</u>	<u>Avg. Monthly Increase Per Customer (\$) at Last Rate Increase</u>	<u>Projected Monthly Increase Necessary to Repay Loan (\$)</u>
Water			\$	\$	\$
Wastewater			\$	\$	\$
Drainage		N/A	\$	\$	\$

Comments: _____

7. **Authorized Rates/Fees/Charges Schedules.** Please attach a schedule of current water, wastewater, and/or storm/drainage rates or fees (whichever is applicable) and the proposed rates/fees needed to finance the project and ongoing maintenance and operation (include the tentative schedule for the necessary proposed rate/fee increase).
 Attached
8. **Collection Procedures.** Please describe the procedures for collecting customer’s monthly bills, including penalties for delinquent accounts and the standard procedures in place to remedy these accounts.

 N/A

9. **Number of Connections.** Provide the number of active connections for each of the past FIVE years.

N/A

a. WATER

<u>Year</u>	<u>Number of Active Connections</u>

N/A - No water service provided by applicant

b. WASTEWATER

<u>Year</u>	<u>Number of Active Connections</u>

N/A - No wastewater service provided by applicant

10. **Customer Usage.** List the top TEN customers of the water/wastewater system by annual usage in gallons and percentage total use.

N/A

a. WATER

<u>Customer Name</u>	<u>Annual Usage (Gal)</u>	<u>Percent of Usage</u>
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Comments: _____

N/A - No water service provided by applicant

b. WASTEWATER

<u>Customer Name</u>	<u>Annual Usage (Gal)</u>	<u>Percent of Usage</u>
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Comments: _____

N/A - No wastewater service provided by applicant

11. Customer Annual Revenue. List the top TEN customers of the water and/or wastewater system by annual revenue with corresponding usage and percentage total use.

N/A

a. WATER

<u>Customer Name</u>	<u>Annual Usage (Gal)</u>	<u>Annual Revenue</u>	<u>Percent Total Water Revenue</u>
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%

Comments: _____

N/A - No water service provided by applicant

b. WASTEWATER

<u>Customer Name</u>	<u>Annual Usage (Gal)</u>	<u>Annual Revenue</u>	<u>Percent Total Wastewater Revenue</u>
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%

		\$	%
		\$	%
		\$	%

Comments: _____

N/A - No wastewater service provided by applicant

12. Wholesale Contracts. Provide a summary of the wholesale contracts with customers.

<u>Contract Type</u>	<u>Minimum Annual Amount</u>	<u>Usage Fee per 1,000 gallons</u>	<u>Annual Operations and Maintenance</u>	<u>Annual Capital Costs</u>	<u>Annual Debt Service</u>	<u>Other</u>	<u>Annual Use for the Most Current Fiscal Year End</u>	<u>Annual Revenue for the Most Current Fiscal Year End</u>
	\$	\$	\$	\$	\$	\$		\$
	\$	\$	\$	\$	\$	\$		\$
	\$	\$	\$	\$	\$	\$		\$
	\$	\$	\$	\$	\$	\$		\$
	\$	\$	\$	\$	\$	\$		\$

Comments: _____

N/A - No water service provided by applicant

13. Tax Status. Indicate the tax status of the proposed loan.

Tax-Exempt Taxable N/A

14. Taxing Authority. Does the applicant have taxing authority?

Yes No

15. Maximum Tax Rate. Provide the maximum tax rate permitted by law per \$100 of property value.

\$ _____ N/A

16. Principal Employers. Please list the TEN largest employers of the applicant's service area:

<u>Name</u>	<u>Number of Employees</u>

Comments (example: any anticipated changes to the tax base, employers etc.): _____

17. Bond Ratings. Provide any current bond ratings with date received and attach corresponding rating reports. If any are not applicable, enter "N/A".

	<u>Standard & Poor's</u>	<u>Date Received</u>	<u>Moody's</u>	<u>Date Received</u>	<u>Fitch</u>	<u>Date Received</u>
G.O.						
Revenue						

Attached

18. Overlapping Debt and Tax Rate Table. Attach the direct and overlapping debt and tax rate table.

Attached N/A

19. Taxable Assessed Valuation. Please provide the last FIVE years of data showing total taxable assessed valuation including net ad valorem taxes levies, corresponding tax rate (detailing debt service and general purposes), and tax collection rate.

<u>Fiscal Year Ending</u>	<u>Net Taxable Assessed Value (\$)</u>	<u>Tax Rate</u>	<u>Maintenance & Operating Rate</u>	<u>Interest & Sinking Rate</u>	<u>Tax Levy (\$)</u>	<u>Percentage Current Collections</u>	<u>Percentage Total Collections</u>
	\$				\$		
	\$				\$		
	\$				\$		
	\$				\$		
	\$				\$		

N/A

20. Tax Assessed Values by Classification. Please attach the last FIVE years of tax assessed values delineated by Classification (Residential, Commercial, and Industrial).

Attached No direct tax assessed N/A

21. Taxpayer – Assessed Valuation. Please provide the current top TEN taxpayers showing percentage of ownership to total assessed valuation. Explain anticipated impacts in the Comments blank, below. If any of these have changed in the past three years, please provide information on the changes to the top ten.

<u>Taxpayer Name</u>	<u>Assessed Value</u>	<u>Percent of Total</u>
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

Comments: _____

No direct tax assessed

22. Sales Tax. Does the applicant collect sales tax? If yes, provide the sales tax collection history for the past FIVE years.

Yes No

<u>Fiscal Year Ending</u>	<u>Total Collections</u>
20	\$
20	\$
20	\$
20	\$
20	\$

23. **Annual Audit and Management Letter.** Attach ONE copy of the preceding fiscal year's Annual Audit and management letter prepared and certified by a Certified Public Accountant or Firm of Accountants.

Attached

24. **Five-Year Comparative System Operating Statement.** Please attach:

a five-year comparative statement including audited prior years, and

unaudited year-to-date statement of the following: **Operating Statement (not condensed), Balance Sheet, Statement of Cash Flows**

25. **Proforma / Loan Amortization Schedule.** Please select one of the repayment methods from the options below. The proforma should indicate all the information listed under the selection for all years that the debt will be outstanding. Please be sure the proforma reflects the requested debt structure, including multi-phased funding options.

System Revenues (Attached)

Projected Gross Revenues

Operating and Maintenance Expenditures

Outstanding and Proposed Debt Service Requirements

Net Revenues Available for Debt Service and Coverage of Current and Proposed Debt Paid from Revenues

Taxes (Attached)

Outstanding and Proposed Debt Service Requirements

Tax Rate Necessary to Repay Current and Proposed Debt Paid from Taxes

List the Assumed Collection Rate and Tax Base Used to Prepare the Schedule

Combination of System Revenues and Taxes (Attached)

Projected Gross Revenues

Operating and Maintenance Expenditures

Net Revenues available for debt service

Outstanding and Proposed Debt Service Requirements

Tax Rate Necessary to Repay Current and Proposed Debt Paid from Taxes

List the Assumed Collection Rate and Tax Base Used to Prepare the Schedule

Contract Revenues (Attached)

Participant's Projected Gross Revenues

Participant's Operating and Maintenance Expenditures

Outstanding and Proposed Debt Service Requirements

Net Revenues Available for Debt Service and Coverage of Current and Proposed Debt Paid from Revenues

- Other (Attached)**
 - Projected Gross Revenues**
 - Annual Expenditures**
 - Outstanding and Proposed Debt Service Requirements**
 - Revenues Available for Debt Service**

26. Outstanding Debt. Does the applicant have any outstanding debt? Check all that apply and attach a list of total outstanding debt and identify the debt holder. Segregate by type (General Obligation or Revenue) and present a consolidated schedule for each, showing total annual requirements. Note any authorized but unissued debt.

- General Obligation Debt (Attached)**
- Revenue (Attached)**
- Authorized but Unissued Debt (Attached)**
- Other Debt**
- None**

27. Repayment Issues. Disclose all issues that may affect the project or the applicant's ability to issue and/or repay debt (such as anticipated lawsuits, judgements, bankruptcies, major customer closings. etc.).

28. Default Debt. Has the applicant ever defaulted on any debt? If yes, disclose all circumstances surrounding prior default(s).

- Yes** **No**

If yes, explain: _____

ATTACHMENT CHECKLIST

The following checklist has been updated to reflect the updates that TWDB made to the FIF Category 4 application on September 18, 2020.

<input checked="" type="checkbox"/>	<u>N/A</u>	<u>Attachment Description</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of Federal Award, if applicable
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation of funds from other funding sources/participants, if applicable
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget by task and budget by expense category (Attachment 1)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Map of Project Watershed (Attachment 2)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flood Application Affidavit (TWDB-0172 or TWDB-0173) (Attachment 3)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Documentation of in-kind services to be provided, if applicable
<input checked="" type="checkbox"/>	<input type="checkbox"/>	National Flood Insurance Program ordinance or order or equivalent (Link is included next to Question 6, not as an attachment.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Operation and Maintenance plan (Attachment 4)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flood hardening level (Attachment 5)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quantitative information on impacted population (Attachment 6)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Detailed description of Project Watershed (Attachment 2)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Detailed scope of work, budget, and schedule for the project (Attachment 7)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution (TWDB-0201A) (Attachment 3)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Affidavit (TWDB-0201) (Attachment 3)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Secretary (TWDB-0201B) (Attachment 3)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract with engineering firm (draft or final is acceptable) (Attachment 8)
<input checked="" type="checkbox"/>	<u>N/A</u>	<u>Loan Component Attachment Description</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The most recent resolution or ordinance authorizing outstanding parity debt
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rate Schedule
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bond Ratings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Overlapping Debt and Tax Rate Table
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tax Assessed Values by Classification
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Annual Audit & Management Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Five Year Comparative Operating Statement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unaudited year-to-date statement of the Operating Statement, Balance Sheet, Statement of Cash Flows
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proforma/Amortization Schedule
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outstanding Debt Schedule

Attachment 1
Budget and Explanation of Funds

Attachment 1 – Budget and Explanation of Funds

Budget and explanation of funds

The San Jacinto River Authority (SJRA) qualified for a 74% Flood Infrastructure Fund (FIF) grant with a 26% local match. The Texas Water Development Board (TWDB) offered SJRA the option of applying for a 0% interest loan in lieu of the local match. SJRA will be providing the majority of the 26% local match via in-kind services with the remainder coming from the Flood Management Division budget. The San Jacinto River Authority will not use the 0% interest loan option. The project budget for the proposed study is broken down by task and by expense in the following tables. Please note that equipment purchase is included in “Subcontractor Services”. Details of the specific task items are included in Attachment 7. The estimated breakdown of in-kind services is provided on the following page.

TASK	DESCRIPTION	AMOUNT
1	Project Management	\$8,338.00
2	Equipment Installation	\$56,662.00
TOTAL		\$65,000.00

CATEGORY	AMOUNT
Salaries & Wages ¹	\$11,268.00
Fringe ²	\$4,732.00
Travel ³	\$0.00
Subcontractor Services	\$49,000.00
Other Expenses ⁴	\$0.00
Overhead	\$0.00
Profit	\$0.00
TOTAL	\$65,000.00

¹ Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to this contract.

² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers’ compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2011, Article IX, Part 5 as amended or superseded

⁴ Other Expenses is defined to include expendable supplies, communications, reproduction, and postage directly chargeable to this CONTRACT.

⁵ Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:

- Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
- Indirect salary fringe benefits;
- Accounting and legal services related to normal management and business operations; Travel costs incurred in the normal course of overall administration of the business; Equipment rental;
- Depreciation of furniture, fixtures, equipment, and vehicles;
- Dues, subscriptions, and fees associated with trade, business, technical, and professional organizations;
- Other insurance; Rent and utilities; and Repairs and maintenance of furniture, fixtures, and equipment

Attachment 2
Project Map and Watershed Description

Attachment 2 – Project Map and Watershed Description

The San Jacinto River Authority (SJRA) intends to add three new rain and stream gages to its existing flood early warning system (FEWS). The locations include Winters Bayou at SH 150, Peach Creek at FM 3081 and East Fork at FM 945. Two of the gages will be located in the East Fork San Jacinto River Watershed and one gage will be located in the Peach Creek Caney Creek Watershed. These details are shown in **Exhibit 1** that is included in this attachment.

Historical Flooding and Flood Damages

San Jacinto County has been subjected to numerous flood events over the years, including significant floods in 1994, 1998, 2015 and 2016. Hurricanes Harvey, Rita and Ike hit San Jacinto County and made national news headlines as a result of the significant flooding and damages. The flood events have resulted in property damages, road closures, high water rescues and deaths. San Jacinto County was included in the Presidential Disaster Declarations FEMA-4466-DR and FEMA-4332-DR.

The San Jacinto County Multi-Hazard Mitigation Plan (HMP) 2018 includes flooding and hurricanes as hazards to which the county is subjected. The HMP includes flood-related damages from the National Centers for Environmental Information (NCEI, previously the National Climatic Data Center) and the San Jacinto County 2013 CHAMPS report. Between April 20, 1979 and April 30, 2016, San Jacinto County experienced 42 flood or flash flood events resulting in one fatality and \$318,840,841 in property damage (2017 dollars) and \$180,056 in crop damages (2017 dollars). The NCEI and CHAMP data for San Jacinto County spans the period from September 8, 1961 through August 25, 2017 and includes 12 hurricanes/tropical storms. Four deaths and four injuries were attributed to these hurricanes and tropical storms, along with property damages totaling \$74,863,293 (2017 dollars) and crop damages of \$1,098,330 (2017 dollars). Due to the timing of the HMP and Hurricane Harvey making landfall on August 25, 2017, the deaths, injuries and damages in terms of dollars had not been determined. Rainfall associated with Hurricane Harvey reached up to 42 inches in parts of San Jacinto County.

The proposed project will not reduce the flood claims. However, the FEMA flood claims data provides insight into the frequency and significance of flooding in San Jacinto County. FEMA has publicly available flood claims data for San Jacinto County spanning the time period 1990 through August 31, 2019. The following table summarizes by year the flood claims paid for buildings, contents and total damages. **Exhibit 2** shows the flood claims by city within the county.

Year	Number of Claims	Amount of Building Coverage Paid	Amount of Contents Coverage Paid	Total Payments
1990	43	\$542,363	\$124,187	\$666,550
1991	21	\$102,464	\$39,499	\$141,963
1992	33	\$176,507	\$23,096	\$199,602
1993	2	\$9,150	\$801	\$9,951
1994	66	\$767,643	\$408,113	\$1,175,755
1995	2	\$1,933	\$1,650	\$3,582
1998	35	\$203,966	\$65,303	\$269,269
1999	4	\$32,329	\$16,940	\$49,269
2001	6	\$23,758	\$5,036	\$28,793
2002	3	\$1,803	\$0	\$1,803
2004	1	\$0	\$0	\$0
2006	4	\$16,938	\$2,272	\$19,210
2008	6	\$13,076	\$340	\$13,415
2015	4	\$26,000	\$0	\$26,000
2016	4	\$159,697	\$60,191	\$219,889
2017	14	\$533,351	\$194,669	\$728,019
2019	1	\$0		\$0
Total	249	\$2,610,978	\$942,097	\$3,553,073

Existing or Potential Flood Hazards to be Addressed

The proposed project will provide flood early warning capabilities in response to existing flooding risk using three new strategically placed rain/stream gages. SJRA recognizes that the existing flood hazards will remain after the gages are added to the rain/stream gage system. The project will not change the fact that flooding will still occur downstream of the proposed gages. However, the gages will provide existing conditions data in a timely manner to allow for the protection of life and property in San Jacinto County. The proposed project will provide county first responders with real-time rainfall and stream level information that they can use to determine appropriate actions for nearby residential and business developments. Depending on the situation, first responders may instruct the public to evacuate or shelter in place, may place barricades across roads anticipated to be inundated by flood waters, etc.

Current Flood Risk and Revised Flood Risk if Project is Implemented

Per San Jacinto County the areas downstream of the proposed gages have been impacted by several previous storm events, including Hurricanes Harvey, Rita, and Ike, as well as storms in 1994, 1998, 2015, and 2016, causing road closures, high water rescues, etc. These have historically been low population areas but are growing rapidly.

The residents and businesses downstream of these proposed gage sites do not have any formal advance warning system in place to warn of pending floods. The proposed project will provide first responders with real-time data to determine when and where potential evacuation or shelter-in-place orders may be appropriate, when to implement road closures, etc. Thus, the area residents and businesses will have advanced notice of anticipated flood events. The early warning system could reduce the burden on county emergency services by reducing the necessary number of high water rescues during a flooding event, and could give emergency responders more time to close roads before they become flooded, therefore benefitting more than just the residents and businesses directly downstream of the gages

The proposed FEWS project will not prevent future flooding of the areas in question. The proposed project will not reduce future flood damages to property or crops. However, the proposed project will provide first responders with advanced warning of rising water that will allow time to make appropriate decisions to protect the public.

Other Project Benefits

The proposed project includes additional potential benefits. The public facing side of SJRA's Contrail website where the rain/stream gage data is already visible to the public will be updated to include the three new gages. The website shows rainfall totals and water stages (elevation).

Based on the information received from the gages, the County's Emergency Management Department may choose to contact nearby residents and businesses with reverse 911 (or a similar) system to provide instructions on evacuating or sheltering-in-place. Advance notice is anticipated to reduce the burden on county-wide emergency services due to allowing for preventive actions which can reduce high water rescues, etc.

Downstream road crossings will benefit from these new gages because first responders will know what river conditions are moving downstream. Using this information, the first responders can setup additional barricades at downstream locations when appropriate.

Another project benefit includes providing real-time data to downstream areas, including Harris County Flood Control District (HCFCD) who can use the information to know about potential flooding conditions heading towards them.

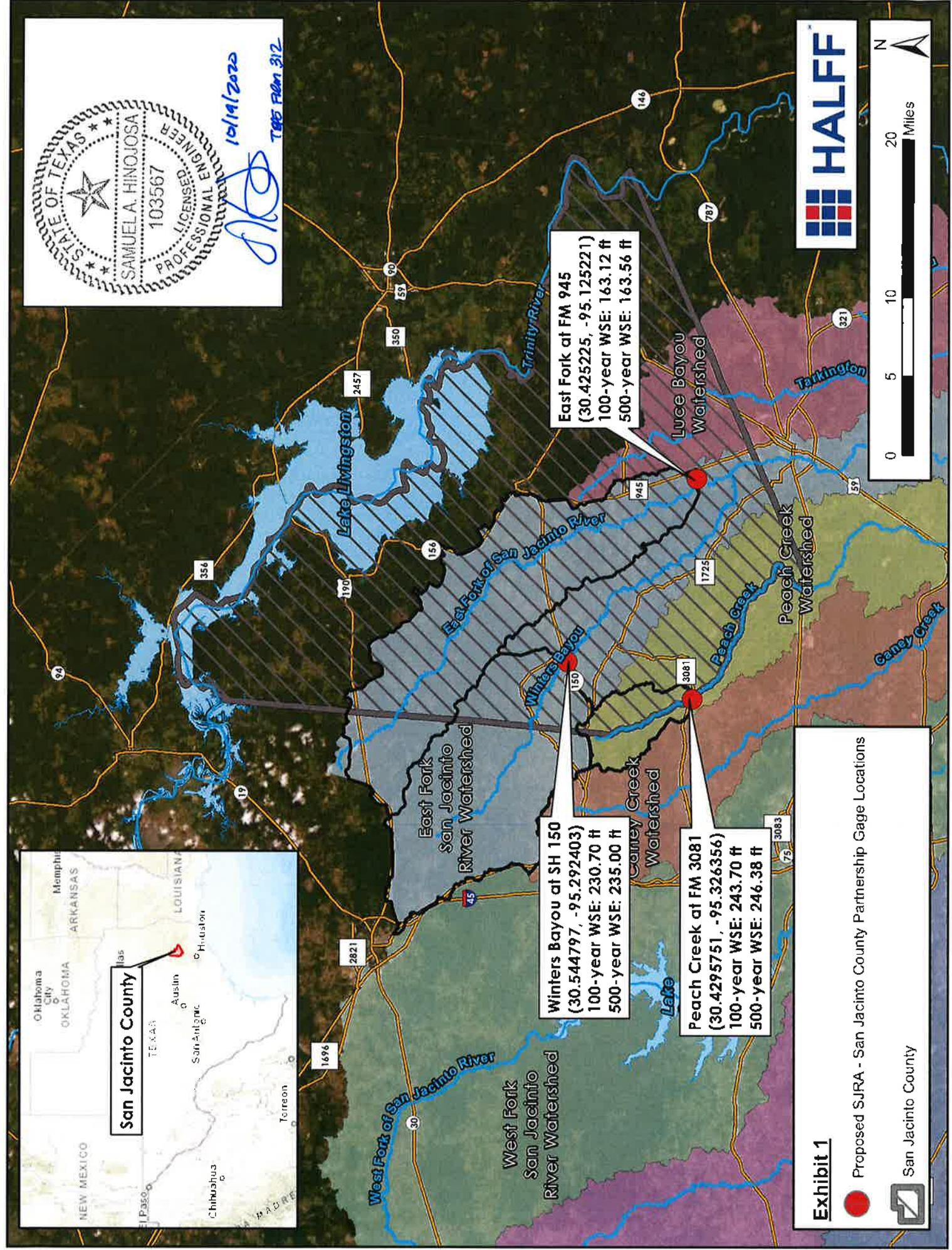


TBE FIRM 312





 SAMUEL A. HINOJOSA
 LICENSED PROFESSIONAL ENGINEER
 103567
 10/19/2022
 TMS Plan 312



Winters Bayou at SH 150
 (30.544797, -95.292403)
 100-year WSE: 230.70 ft
 500-year WSE: 235.00 ft

Peach Creek at FM 3081
 (30.4295751, -95.326356)
 100-year WSE: 243.70 ft
 500-year WSE: 246.38 ft

East Fork at FM 945
 (30.425225, -95.125221)
 100-year WSE: 163.12 ft
 500-year WSE: 163.56 ft

Exhibit 1

 Proposed SJRA - San Jacinto County Partnership Gage Locations
 San Jacinto County



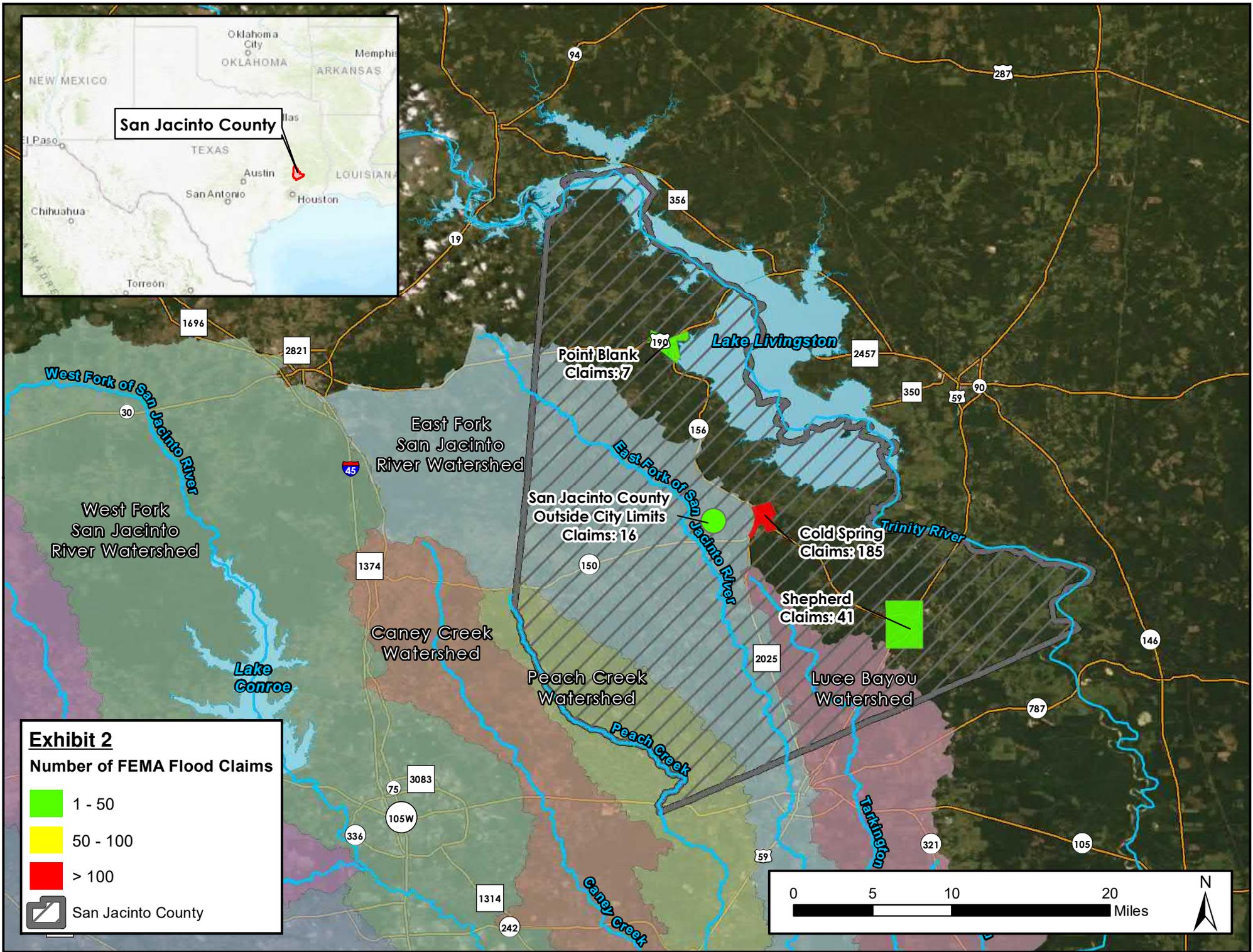


Exhibit 2

Number of FEMA Flood Claims

- 1 - 50
- 50 - 100
- > 100

San Jacinto County



Point Blank
Claims: 7

San Jacinto County
Outside City Limits
Claims: 16

Cold Spring
Claims: 185

Shepherd
Claims: 41

East Fork
San Jacinto
River Watershed

West Fork of San Jacinto River
Watershed

Caney Creek
Watershed

Peach Creek
Watershed

Luce Bayou
Watershed

Lake Livingston

Lake Conroe

Caney Creek

Peach Creek

Forkington

Trinity River

East Fork of San Jacinto River

West Fork of San Jacinto River

Attachment 3
Affidavits and Resolution

Attachment 3 – Affidavits and Resolution

The proposed project is located entirely within the San Jacinto River Authority (SJRA) jurisdictional boundary. SJRA has acted cooperatively with other political subdivisions to address flood control needs in the area. In particular, SJRA has coordinated the proposed project with San Jacinto County and Harris County Flood Control District (HCFCD). San Jacinto County is supportive of the rain and stream gage additions to better protect the citizens and first responders in the county. SJRA and HCFCD already share rain/stream gage data with each other. HCFCD is agreeable to adding these three proposed gages to the public-facing side of the Flood Warning System (FWS) website that shows current rainfall totals and stream levels.

SJRA also presented the proposed project at a SJRA Board of Directors meeting in June and obtained a resolution approving the submittal of the abridged application for the project.

On October 7, 2020, SJRA sent over 200 letters to entities within the Upper San Jacinto River Basin regarding this and other grant project applications. One letter of support was submitted to SJRA and is included in this attachment.

SJRA made a presentation regarding this application and project at the San Jacinto County Commissioners Court meeting on October 7, 2020, which included the opportunity for public input. No public comments were submitted at the meeting. The SJRA current rain/stream gage system is available for public viewing on its website link at <https://sanjacinto.onerain.com/>. With the recent conversion to ALERT2, the data collection and representation is more accurate and complete with the gages reporting data at specifically timed intervals approximately every 2 minutes.

The following documents are included in this attachment:

- Email (dated May 26, 2020) from TWDB FIF program stating that flood early warning systems are not flood control projects and do not trigger the Memorandum of Understanding (MOU) requirement
- June 26, 2020 San Jacinto River Authority Board of Directors meeting minutes
- October 7, 2020 San Jacinto County Commissioners Court meeting agenda
- Flood Application Affidavit TWDB-0172
- Special Letter Template
- Standard Letter Template
- Distribution List for Special and Standard Letters
- Letter of Support from San Jacinto County
- Certification of Enforcing Floodplain Management Standards
- Resolution 2020-R-10 approved by SJRA August 27,2020
- Resolution TWDB-0201A
- Application Affidavit TWDB-0201
- Certificate of Secretary TWDB-0201B

Griffin, Stephanie

From: Matt Barrett <mbarrett@sjra.net>
Sent: Wednesday, October 14, 2020 11:04 AM
To: Griffin, Stephanie
Cc: bgallagher@sjra.net; kcrabb@sjra.net
Subject: FW: Question regarding MOUs

Here is the email regarding not needing an MOU for flood early warning system projects.

Matt Barrett, PE
Division Engineer



San Jacinto
River Authority

From: Tom Entsminger <Tom.Entsminger@twdb.texas.gov>
Sent: Tuesday, May 26, 2020 2:21 PM
To: Matt Barrett <mbarrett@sjra.net>; FIF <fif@twdb.texas.gov>
Cc: Briana Gallagher <bgallagher@sjra.net>
Subject: RE: Question regarding MOUs

Hello Mr. Barrett,

Thanks for your questions. Sorry for the delayed responses, but all the answers have been going through a vetting process and I am just now able to circle back to ensure everyone gets their responses:

Q: In the Flood IUP, Minimum Standards (page 6), it states that an affidavit is required that the applicant has worked cooperatively with other political subdivisions to address flood control needs in the areas of the subdivisions and that ALL eligible subdivisions SUBSTANTIALLY AFFECTED by the proposed project have participated in the project development. It also says that this must be submitted with the COMPLETE application and NOT the abridged. However, on the actual abridged application document there is a checklist item under minimum standards for these items. SJRA is working on a handful of abridged applications, and has reached out to various other entities to coordinate potential project/funding partnerships. Our planned approach, since the affidavit is not required until the complete application, is to work mainly with these potential project/funding partners at this time for the abridged application, and then to reach out for comments on the full scopes of work and project details with all potentially substantially affected entities as part of the full application development process, if invited to submit. We planned to note this in the abridged application, referencing the guidance in the IUP that the affidavit is not required for the abridged application and that coordination with ALL potentially substantially affected entities may not have necessarily happened at this point (though the potential project/funding partner entities we are working with are some of, if not the, most affected for each project). Is this an acceptable approach?

A: Yes, this sounds reasonable.

Q: Can you provide guidance as to whether MOUs will be required for flood early warning system projects? These projects don't seem to fit the definition of a "flood control project" as defined by 31 TAC 363.402(3), but can you please confirm?

A: Correct, this would not be a flood control project and would not trigger the MOU requirement.

I hope this helps – please feel free to let me know if you have any further questions.

Thanks,
Tom Entsminger
Program Administration
Texas Water Development Board
(512) 936-0802



From: Matt Barrett <mbarrett@sjra.net>
Sent: Thursday, May 7, 2020 9:12 AM
To: FIF <fif@twdb.texas.gov>
Cc: Briana Gallagher <bgallagher@sjra.net>
Subject: Question regarding MOUs

External: Beware of links/attachments.

Good morning,

Can you provide guidance as to whether MOUs will be required for flood early warning system projects? These projects don't seem to fit the definition of a "flood control project" as defined by 31 TAC 363.402(3), but can you please confirm (definition from the code is below for reference)?

(3) Flood control--the construction or rehabilitation of structural mitigation or anything that retains, diverts, redirects, impedes, or otherwise modifies the flow of water.

Thanks!

Matt Barrett, PE
Division Engineer



**San Jacinto
River Authority**

1577 Dam Site Rd., Conroe, TX 77304
Office: (936) 588-7177
www.sjra.net

Follow us on social media



**BOARD OF DIRECTORS
SAN JACINTO RIVER AUTHORITY
MINUTES OF REGULAR MEETING
JUNE 26, 2020**

A regular meeting of the Board of Directors of the San Jacinto River Authority was held at 8:00 a.m., June 25, 2020, at the Jacinto River Authority General and Administration Building, a notice of said meeting was posted as required by law. Pursuant to Texas Government Code, Section 551.125, as amended, and as modified by the temporary suspension of various provisions thereof effective March 16, 2020, by the Governor of Texas in accordance with the Texas Disaster Act of 1975, all as related to the Governor's proclamation on March 13, 2020, and subsequent proclamation dated June 11, 2020, certifying that the COVID-19 pandemic poses an imminent threat of disaster and declaring a state of disaster for all counties in Texas, the San Jacinto River Authority Board of Directors meeting was held via publicly accessible webinar/telephone conference. A roll call of the Board of Directors was taken and President Lloyd Tisdale, Vice-President Ronnie Anderson, Treasurer Mark Micheletti, Secretary Kaaren Cambio, and Directors Jim Alexander and Brenda Cooper participated remotely via webinar. Assistant Secretary Ed Boulware participated in person. Jace Houston, General Manager; Ron Kelling, Deputy General Manager; Chuck Gilman, Director of Water Resources and Flood Management; Cynthia Bowman, Administrative Services Manager were present, while Tom Michel, Director of Financial and Administrative Services; Heather Ramsey-Cook, Director of Communications, and Mitchell Page, General Counsel participated remotely via webinar.

1. CALL TO ORDER

The meeting was called to order at 8:08 a.m.

2. PUBLIC COMMENTS

Dr. Shelly Sekula-Gibbs, Mark Crabbe, and Don Lehman spoke about agenda item 5b1.

3. DIVISION UPDATES

G & A:

- a. Mr. Houston provided an update related to the various meetings with the Sunset Review Team. He stated that due to a possible conflict with the Sunset Review Commission hearing, the December Board meeting will take place on December 3, 2020.

b. G & A:

Ms. Cook highlighted various communication efforts for each of the divisions.

c. G & A:

Mr. Michel provided no comment related to Finance and Administration.

d. Woodlands:

Mr. Meeks highlighted the Woodlands Division staff working through Covid-19, continuing to provide essential services while maintaining social distancing.

e. GRP:

Mr. Meeks provided no comment related to the GRP Division.

f. Lake Conroe:

Mr. Raley provided no update related to the Lake Conroe Division.

g. Highlands:

Mr. Smith provided an update related to the Church Street oil incident in Crosby, Texas, and reported that to date, a Purchase Order in the amount of \$75,000 was issued to assist with the emergency cleanup, \$11,000 was spent on a property boundary survey, and staff has accumulated approximately 200 hours for the containment and clean-up efforts related to the spill.

h. Flood Management:

Mr. Gilman provided an update related to the Texas Water Development Board Flood Infrastructure Fund Grant applications related to the San Jacinto River Sand Trap Development Preliminary Design; the Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study; the Upper San Jacinto River Basin Regional Sedimentation Study; the Lake Conroe – Lake Houston Joint Reservoir Operations Study; and the Flood Early Warning System for San Jacinto County.

4. CONSENT AGENDA

Director Anderson made a motion to approve the Consent Agenda, as recommended. The motion was seconded by Director Micheletti and carried unanimously, following a roll call of the Board of Directors.

a. Minutes

Approve Regular Meeting of May 28, 2020.

b. Unaudited Financials for the Month of May, 2020

Approve the unaudited financials for the month of May, 2020.

c. Quarterly Investment Report for the Quarter Ended May 31, 2020

Approve the Quarterly Investment Report for the Quarter Ended May 31, 2020.

d. Service Agreement for High Service Pump Station Medium Voltage Variable Frequency Drive Maintenance

Authorize the General Manager to execute a service agreement with The Reynolds Company in the amount of \$139,524.74, for High Service Pump Station medium voltage variable frequency drive maintenance for the GRP Division.

e. Work Order No. 2 for Lake Houston Pump Station Emergency Operations Center

Authorize the General Manager to execute Work Order No. 2 with Halff and Associates, Inc., in the amount of \$65,404.25, for preliminary design for the Lake Houston Pump Station Emergency Operations Center in Highlands.

f. Amendment No. 1 to Work Order No. 1 for Westside Diversion Channel Improvements

Authorize the General Manager to execute Amendment No. 1 to Work Order No. 1 with Freese and Nichols, Inc., with a zero cost, for final design services for Westside Diversion Channel Improvements in Lake Conroe.

5. REGULAR AGENDA

a. G&A

1. Resolution Adopting Rules for Electronic Receipt of Bids or Proposals

Mr. Michel explained that the Texas Water Code allows for the receipt of electronic bids, with certain rules in place to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure the electronic bids or proposals remain effectively unopened until the proper time. He stated that a third party provider will host the system so that SJRA may securely receive electronic “sealed” bids and proposals in addition to hard copy bids or proposals. Director Alexander made a motion to adopt Resolution No. 2020-R-07, the Board of Directors of the San Jacinto River Authority adopting rules for the electronic receipt of bids or proposals. The motion was seconded by Director Micheletti and carried unanimously, following a roll call of the Board of Directors.

b. WOODLANDS

1. Professional Services Agreement and Work Order No. 1 for Professional Engineering Services for Wastewater Treatment Facility No. 1 Odor Control Preliminary Engineering Report

Mr. Kelling provided information related to the concerns of residents surrounding the Woodlands Division Wastewater Treatment Facility No. 1. He stated that staff participated in extensive outreach with residents, The Woodlands Township, and other stakeholders. Mr. Kelling discussed the scope of work, path forward, and the identification of any additional permitting necessary. Director Micheletti made a motion to authorize the General Manager to execute a professional services agreement and Work Order No. 1 with Kimley-Horn Associates, Inc., in an amount not to exceed \$159,172, for professional engineering services for Wastewater Treatment Facility No. 1 Odor Control Preliminary Engineering Report in The Woodlands. The motion was seconded by Director Anderson and carried unanimously, following a roll call of the Board of Directors.

6. BRIEFINGS AND PRESENTATIONS

a. Presentation regarding the proposed Fiscal Year 2021 GRP Budget and Rates.

Mr. Kelling stated that the GRP Review Committee met on June 22, 2020, and made a recommendation to the Board, to approve the proposed Fiscal Year 2021 GRP budget with no rate increase. He provided an update of various items related to the recent meetings of the GMA 14

Joint Committee and the Lone Star Groundwater Conservation District. Mr. Kelling discussed GRP Revenue and the flow of funds. He explained that the rates of today are in line with the rates that were forecasted in the 2014 Rate Study. Mr. Kelling summarized the key factors to the Fiscal Year 2021 budget: rate will remain the same (pumpage \$2.73/1,000 gallons and \$3.15/1,000 gallons for surface water), based on 51.5 MGD Annual Average Total Water Demand and 12 MGD Annual Average Surface Water Production; \$3,032,794 withdrawal from Debt Service Reserve Fund; no contributions to the Emergency Fund or Repair and Replacement Fund; and flow of funds will meet bond covenants.

Mr. Mark Smith provided information related to asset infrastructure insurance and explained that it is a temporary risk management strategy to mitigate any type of risk until the Emergency Reserve can be funded. He explained that all GRP transmission pipelines would be insured in case of rupture, however the Treatment Plant, the Stand Pipe, and the Water Receiving Facilities would not be covered as they are already insured via the general property coverage. Mr. Smith detailed the coverage and premiums related to the insurance and stated that the cost of this insurance is included in the Fiscal Year 2021 GRP budget.

7. EXECUTIVE SESSION

The meeting was convened in executive session at 9:44 a.m., under the following provisions:

- a. Discussion regarding items identified elsewhere on the agenda pursuant to Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property), 551.073 (Prospective Gifts), 551.074 (Personnel Matters), or 551.076 (Security Devices), as applicable.
- b. Consultations with attorney, pursuant to Texas Government Code, Section 551.071 regarding:
 1. Litigation related to Hurricane Harvey;
 2. Litigation related to GRP water line breaks (Line Segments W2A and W2B); and
 3. Expedited Declaratory Judgement Act litigation and other litigation related to GRP.

8. RECONVENE IN OPEN SESSION

The meeting was called into open session at 11:05 a.m. No action was taken regarding the items discussed in executive session.

9. ANNOUNCEMENTS / FUTURE AGENDA

Mr. Tisdale announced that the next San Jacinto River Authority Regular Board Meeting will be on July 23, 2020.

10. ADJOURN

Without objection, the meeting was adjourned at 11:06 a.m.




 Kaaren Cambio
 Secretary, Board of Directors

SAN JACINTO COUNTY COMMISSIONERS COURT

SAN JACINTO COUNTY COURTHOUSE, COLDSRING, TEXAS

OCTOBER 07, 2020 9:00 A.M.

NOTICE is hereby given that a **REGULAR MEETING** of the San Jacinto County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed.

Agenda Topics

1. DETERMINE QUORUM
2. CALL TO ORDER
3. PLEDGE OF ALLEGIANCE & PRAYER
4. PUBLIC COMMENTS

FILED FOR
RECORD
2020 OCT - 2 AM 8:54
Dawn Loughie
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

This time is provided for citizens to address Commissioners Court about items that are on the court agenda. Citizens should complete a witness form located on the side table. Pursuant to State Open Meetings Law, the Commissioners Court is restricted in discussing or taking action on items not posted on the agenda. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court Citation. In order to expedite the flow of business and to provide all citizens the opportunity to speak, the Commissioners Court has imposed a three-minute limitation on persons addressing the Court.

5. ANNOUNCEMENT AND POSSIBLE DISCUSSION OF ITEMS OF PUBLIC OR COMMUNITY INTEREST FOR WHICH NO ACTION WILL BE TAKEN JUDGE FRITZ FAULKNER

ALL ITEMS LISTED BELOW ARE DISCUSSION AND / OR ACTION ITEMS:

Items may be taken out of the listed order to be discussed.

6. CONSIDER APPROVAL OF CLAIMS KIMBERLY WOOLEY
7. CONSIDER APPROVAL OF BUDGET AMENDMENTS & REVENUE CERTIFICATIONS...KIMBERLY WOOLEY
8. CONSIDER APPROVAL OF MINUTES OF MEETINGS OF:
9. RECEIVE AND CONSIDER APPROVAL OF REPORT(S):

OLD BUSINESS:

NONE

NEW BUSINESS:

10. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE SAN JACINTO COUNTY HOLIDAY CALENDAR FOR 2021FRITZ FAULKNER
11. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE SAN JACINTO COUNTY COMMISSIONER'S COURT SCHEDULE FOR 2021FRITZ FAULKNER
12. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE OF THE COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND SAN JACINTO COUNTYFRITZ FAULKNER
13. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE TEXAS DEPARTMENT OF AGRICULTURE TEXANS FEEDING TEXANS: HOME-DELIVERED MEALS GRANT PROGRAM - RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2021 BETWEEN SAN JACINTO COUNTY AND CLEVELAND SENIOR CITIZENSFRITZ FAULKNER
14. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE APPLYING WITH FUELMAN/FLEET CARDS USE FOR FUEL CARDS FOR SAN JACINTO COUNTYKIMBERLY WOOLEY
15. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO ACCEPT THE REQUEST FOR A 3 YEAR COMMITMENT FROM TODD, HAMAKER & JOHNSON FOR PROPOSED PROFESSIONAL AUDITING SERVICES & TO ACCEPT THE AUDIT ENGAGEMENT LETTER FOR FYE 09/30/2020 ..KIMBERLY WOOLEY

- 16. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES BETWEEN SAN JACINTO COUNTY, TEXAS ("CONTRACTOR") AND SMITH COUNTY ("COUNTY") CAPTAIN ROSA BASS
- 17. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE JOINT RESOLUTION AND STATISTICAL INFORMATION FOR THE NOVEMBER 3, 2020 GENERAL ELECTION VICKI SHELLY

18. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE PRESENTATION OF SJRA IN CONSIDERATION OF FLOOD INFRASTRUCTURE FUND GRANT APPLICATION FOR FLOOD EARLY WARNING SYSTEM IN SAN JACINTO COUNTYBRIANA GALLAGHER

- 19. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE FOR APPROVAL OF THE DECLARATION OF SALVAGE OF THE FOLLOWING:

From IT:

Assets for Salvage/Disposal

- 1. Asset# 2131 2010 Toshiba Satellite
Serial # 5A243772K Model # L455D-S5976-SJCVR-NB2
- 2. Asset# 2139 2010 Toshiba Satellite
Serial # 5A257870K Model # L445D-S5976-SJCVR-NB11
- 3. Asset# 2136 2010 Toshiba Satellite
Serial # 5A258159K Model # L445D-S5976-SJCVR-NB7
- 4. Asset# 2138 2010 Toshiba Satellite
Serial # 5A260890K Model # L455D-S5976-SJCVR-NB9
- 5. Asset# 2132 2010 Toshiba Satellite
Serial # 5A260776K
- 6. Asset# 2137 2010 Toshiba Satellite
Serial # 5A261027K Model # L445D-S5976-SJCVR-NB8
- 7. Asset# 2133 2010 Toshiba Satellite
Serial # 5A258229K Model # L445D-S5976-SJCVR-NB4
- 8. Asset# 2140 2010 Toshiba Satellite
Serial # 5A258178K Model # L445D-S5976-SJCVR-NB10
- 9. Asset# 3078 Dell OPTIPLEX
- 10. Asset# 3170 Dell Inspiron
Serial # 74YFFB2
- 11. Asset# 2884 Dell Optiplex 7010 Serial # 59M58Z1
- 12. HP PROLIANT Serial # MXQ11770SCF
- 13. IBM Server Serial # 000pm0xcg

From District Attorney:

- HP LaserJet 1300 Serial # CNBB485812 Not Working
- HP LaserJet 1300 Serial # CNCB924108 Not Working

.....DENISE MADDOX

- 20. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE REVISED PLAT OF ARBOR FARMSROBBI FLACK
- 21. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE TO REMOVE DAN TODD FROM POLICY COMMITTEE AND APPOINT A REPLACEMENTDIANNA ADAMS
- 22. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE TO REMOVE DONNIE MARRS FROM POLICY COMMITTEE AND APPOINT A REPLACEMENTDIANNA ADAMS
- 23. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE SAN JACINTO COUNTY COMPTIME AUTHORIZATION RECORD FOR USE BY COUNTY DEPARTMENTSDAVID BRANDON
- 24. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE PROCUREMENT OF AN INDEPENDENT AUDITOR OR FIRM (NOT PAST OR CURRENTLY ENGAGED WITH SJC) TO AUDIT COMMISSIONERS COURT SELECTED FUNDS AND OR ACCOUNTS FOR YEARS 2015 TO 2020DAVID BRANDON
- 25. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE PROCUREMENT OF AN ENGINEER/ENGINEERING FIRM THROUGH REQUEST FOR QUALIFICATIONS FOR THE GENERAL LAND OFFICE CDBG-MIT PROGRAMDAVID BRANDON
- 26. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE ACCEPTING THE BID OTO BE POSTED IN LOCAL PUBLICATIONS FOR 2020 PICKUP TRUCK FOR CONSTABLE PCT 3 ANIMAL CONTROL WITH VEHICLE SPECSSAM HOUSTON
- 27. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE NECESSARY ACTION FOR THE IMPOUND YARD/LAW ENFORCEMENT CENTER.....

28. CONSIDERATION, DISCUSSION AND POSSIBLE VOTE TO APPROVE THE NECESSARY ACTION FOR THE INNOVATION CENTER.....

CLOSED EXECUTIVE SESSION

DISCUSSION ITEM - EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.0725, 551.074 AND 551.076 TO DISCUSS ANY OF THE FOLLOWING:

SECTION 551.071 - CONSULTATION WITH ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION OR ABOUT SETTLEMENT OFFERS

SECTION 551.072 - DELIBERATIONS REGARDING REAL PROPERTY

SECTION 551.0725- DELIBERATIONS REGARDING CONTRACT BEING NEGOTIATED

SECTION 551.074 - PERSONNEL MATTERS; TO DELIBERATE THE APPOINTMENT, EMPLOYMENT EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE

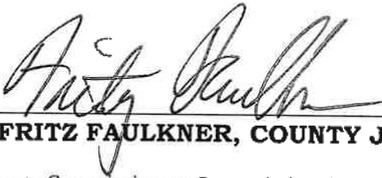
SECTION 551.076 - DELIBERATIONS REGARDING SECURITY DEVICES AND AUDITS

29. ADJOURN EXECUTIVE SESSION AND RE-CONVENE IN REGULAR SESSION FOR CONSIDERATION, DISCUSSION AND POSSIBLE VOTE ON ITEMS DISCUSSED IN EXECUTIVE SESSION..... JUDGE FRITZ FAULKNER

ADJOURN

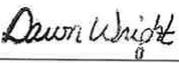
If during the course of the meeting, any discussion of any item on the agenda should be held in Executive or Closed Session, the Court will convene in such Executive or Closed Session in accordance with the Open Meetings Law, Texas Government Code Section 551.001et seq. The Court may elect to hold two or more executive sessions in the same meeting. Before any closed meeting is convened, the presiding judge will publicly identify the section or sections of the Act Authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

POSTED: OCTOBER 2, 2020


By: FRITZ FAULKNER, COUNTY JUDGE

I, the undersigned, County Clerk of the San Jacinto County Commissioners Court, do hereby certify that the above Notice of Meeting of the San Jacinto County Commissioners Court is a true and correct copy of said Notice and that I received and posted said Notice on the Courthouse Doors and/or the bulletin board(s) at the Courthouse of San Jacinto County, Texas at a place readily accessible to the general public at all times on the 2nd day of **OCTOBER, 2020**, at 8:54 A. M., and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

DATED THIS THE 2nd DAY OF OCTOBER, 2020.


DAWN WRIGHT, COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

DEPUTY CLERK



San Jacinto River Authority

ADMINISTRATIVE OFFICE
P.O. Box 329 · Conroe, Texas 77305
(T) 936.588.3111 · (F) 936.588.3043

October 7, 2020

[Recipient Name]
[Title or Department]
[Company Name]
[Street Address]
[City, State, Zip]

Re: San Jacinto River Authority Grant Applications to Texas Water Development Board

Dear [Recipient]:

The Texas Water Development Board (TWDB) is in the process of facilitating applications for the Flood Infrastructure Fund (FIF), a program made possible by Senate Bill 7, sponsored by Senator Brandon Creighton in the last legislative session. In a two-stage process, applicants were first required to submit an abridged application for each project. Based on the abridged applications, TWDB ranked the projects utilizing multiple criteria and prioritized them within the overall available funding capacity of the program. The prioritized projects selected from the first stage of submittals are now eligible for submittal as full applications. San Jacinto River Authority (SJRA) submitted five abridged grant applications for FIF funding. TWDB has invited SJRA to submit a full grant application for four of the five projects.

As an applicant, SJRA is required to notify certain entities of the intent to submit full applications to TWDB. You are receiving this letter because your organization or jurisdiction is located within the project planning area for one or more of the four projects for which SJRA is planning to submit a full application.

As a key stakeholder and/or an entity substantially affected by one or more of SJRA's four proposed flood projects, SJRA requests your comments **by October 12, 2020** to ensure your input is addressed in the full applications. Detailed information on these four projects, including project description/purpose and planning/project benefit area, as well as the abridged application for each, can be found at: www.sjra.net/floodmanagement/grants/.

Comments must be submitted in writing to the TWDB Executive Administrator and SJRA within 30 days of the date on which this notice was mailed.

Texas Water Development Board
James Bronikowski, P.E.
1700 North Congress Avenue, Austin, TX 78701

San Jacinto River Authority
Chuck Gilman, P.E.
1577 Dam Site Road, Conroe, TX 77304

FLOOD MANAGEMENT DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.3111
(F) 936.588.1114

GRP DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1662
(F) 936.588.7182

HIGHLANDS DIVISION
P.O. Box 861
Highlands, Texas 77562
(T) 281.843.3300
(F) 281.426.2877

LAKE CONROE DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1111
(F) 936.588.1114

WOODLANDS DIVISION
2436 Sawdust Road
The Woodlands, Texas 77380
(T) 281.367.9511
(F) 281.362.4385



San Jacinto River Authority

ADMINISTRATIVE OFFICE
P.O. Box 329 · Conroe, Texas 77305
(T) 936.588.3111 · (F) 936.588.3043

In order to expedite SJRA receipt of input, you may also submit any comments and/or questions via email to cgilman@sjra.net.

Comments and/or letters of support for the applications may be submitted for 30 days, however due to TWDB's compressed schedule, comments submitted after **October 12, 2020** may not be fully addressed in the final applications.

SJRA greatly appreciates your time and looks forward to receiving your feedback.

Sincerely,

Chuck Gilman, P.E.
Director of Water Resources and Flood Management

FLOOD MANAGEMENT DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.3111
(F) 936.588.1114

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October 7, 2020

[Recipient Name]
[Title or Department]
[Company Name]
[Street Address]
[City, State, Zip]

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As an applicant, SJRA is required to notify certain entities of the intent to submit full applications to TWDB. You are receiving this letter because your organization or jurisdiction is located within the project planning area for one or more of the four projects for which SJRA is planning to submit a full application. Detailed information on these four projects, including project description/purpose and planning/project benefit area, as well as the abridged application for each, can be found at: www.sjra.net/floodmanagement/grants/. Any comments from your organization or office must be filed with the TWDB Executive Administrator and SJRA within 30 days of the date on which this notice was mailed.

Texas Water Development Board
James Bronikowski, P.E.
1700 North Congress Avenue, Austin, TX 78701

San Jacinto River Authority
Matt Barrett, P.E.
1577 Dam Site Road, Conroe, TX 77304
mbarrett@sjra.net

Sincerely,

Matt Barrett, P.E.
Division Engineer

FLOOD MANAGEMENT DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.3111
(F) 936.588.1114

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Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Operational Partners								
Coastal Water Authority	Greg Olinger	Chief Engineer	1801 Main, Suite 800	Houston	Texas	77002	Special	
Harris County Flood Control District	Russ Poppe	Director of Operations	9900 Northwest Freeway	Houston	Texas	77092	Special	
Harris-Galveston Subsidence District	Mike Turco	General Manager	1660 West Bay Area Blvd.	Friendswood	Texas	77543	Standard	
Woodlands Water Agency	Jim Stinson, General Manager	General Manager	2455 Lake Robbins Drive	The Woodlands	Texas	77380	Special	
Woodlands MUDs (WWA)								
The Woodlands MUD No. 1	Bob Leilich	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 6	Bruce Cunningham	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 7	Kyle Mays	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
The Woodlands Metro MUD	Carl W. Kennedy	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 36	Scott Haynes	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 39	Erik Berglund	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 46	Mark E. Vonderau	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 47	Arthur Bredehoft	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 60	Albert T. Tomchesson	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
Montgomery County MUD No. 67	Roland Johnson	President	2455 Lake Robbins Drive	The Woodlands	Texas	77380		
The Woodlands Township	Jeff Jones	President/General Manager	2801 Technology Forest Blvd.	The Woodlands	Texas	77381	Special	
Woodlands Village Associations (Township)								
The Woodlands Township-Board of Directors	Gordy Bunch	Chairman, Position 1	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
The Woodlands Township-Board of Directors	Bruce Rieser	Vice Chairman, Position 4	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
The Woodlands Township-Board of Directors	Dr. Ann K. Snyder	Secretary, Position 6	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
The Woodlands Township-Board of Directors	John Anthony Brown	Treasurer, Position 3	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
The Woodlands Township-Board of Directors	Jason J. Nelson	Director, Position 2	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
The Woodlands Township-Board of Directors	Bob Milner	Director, Position 7	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
The Woodlands Township-Board of Directors	Dr. Shelley Sekula-Gibbs	Director, Position 5	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Alden Bridge Village Association	Maryann Braid	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Cochran's Crossing Village Association	JC Harville	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
College Park Village Association	Ted Stanley	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Creeside Park Village Association	Nancy Becker	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Grogan's Mill Village Association	Edmund Chapman	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Indian Springs Village Association	Mike Arendes	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Panther Creek Village Association	Everett Ison	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Sterling Ridge Village Association	Patrick Graham	President	2801 Technology Forest Blvd.	The Woodlands	Texas	77381		
Counties								
Grimes County	Joe Fauth III	Judge	P.O. Box 160	Anderson	Texas	77830	Standard	
Harris County	Lina Hidalgo	Judge	1001 Preston, Suite 911	Houston	Texas	77002	Standard	
Liberty County	Jay H. Knight	Judge	1923 Sam Houston, Room 201	Liberty	Texas	77575	Standard	
Walker County	Danny Pierce	Judge	1100 University Avenue, Room 204	Huntsville	Texas	77340	Standard	
Montgomery County	Mark Keough	Judge	501 N. Thompson, Suite 401	Conroe	Texas	77301	Special	
San Jacinto County	Fritz Faulkner	Judge	1 State Highway 150 Texas 150	Coldspring	Texas	77331	Special	
Waller County	Carbett "Trey" J. Dubon III	Judge	826 Austin Street, Suite 203	Hempstead	Texas	77445	Special	
Cities								
Huntsville	Andy Brauninger	Mayor	1212 Avenue M	Huntsville	Texas	77340	Standard	
North Cleveland	Bob Bartlett	Mayor	P.O. Box 1266	Cleveland	Texas	77328	Standard	
Midway	Brenda Ford	Mayor	12250 TX-21	Midway	Texas	75852	Standard	
Shepherd	Charles Minton	Mayor	16 N. Liberty Street	Shepherd	Texas	77371	Standard	
Roman Forest	Chris Parr	Mayor	2430 Roman Forest Blvd.	Roman Forest	Texas	77357	Standard	
Waller	Danny Marburger	Mayor	P.O. Box 239	Waller	Texas	77484	Standard	
Prairie View	David Allen	Mayor	44500 Business Highway 290	Prairie View	Texas	77446	Standard	
Splendora	Dorothy Welch	Mayor	26090 FM 2090 Road	Splendora	Texas	77372	Standard	
Conroe	Duke Coon	Mayor Pro Tem	300 W. Davis Street	Conroe	Texas	77301	Standard	
Todd Mission	George C. Coulam	Mayor	21718 FM 1774	Todd Mission	Texas	77363	Standard	
Plantersville	Karen Hale	Mayor	Plantersville Town Hall, 11335 Lodge Lane	Plantersville	Texas	77363	Standard	not deliverable
Plum Grove	LeeAnn Walker	Mayor	P.O. Box 1358	Splendora	Texas	77372	Standard	
Willis	Leonard Reed	Mayor	200 N Bell Street	Willis	Texas	77378	Standard	
Woodbranch Village	Mike Tyson	Mayor	58A Woodbranch Drive	New Caney	Texas	77357	Standard	
New Waverly	Nathaniel James	Mayor	P.O. Box 753	New Waverly	Texas	77358	Standard	
Cut and Shoot	Nyla Akin Dalhaus	Mayor	14391 Hwy 105 E.	Conroe	Texas	77306	Standard	
Oak Ridge North	Paul Bond	Mayor	27424 Robinson Road	Oak Ridge North	Texas	77385	Standard	
Woodloch	Ralph Leino Jr.	Mayor	2620 North Woodloch	Conroe	Texas	77385	Standard	
Cleveland	Richard Boyett	Mayor	907 E Houston St.	Cleveland	Texas	77327	Standard	
Shenandoah	Ritch Wheeler	Mayor	29955 I-45 North	Shenandoah	Texas	77381	Standard	
Montgomery	Sara Countryman	Mayor	101 Old Plantersville Road	Montgomery	Texas	77316	Standard	

Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Patton Village	Scott Anderson	Mayor	16940 Main Street	Splendora	Texas	77372	Standard	
Panorama Village	Ted Nichols	Mayor Pro Tem	99 Hiwon Drive	Panorama Village	Texas	77304	Standard	
Magnolia	Todd Kana	Mayor	18111 Buddy Riley Blvd.	Magnolia	Texas	77354	Standard	
New Caney	Vera Craig	Mayor	58-A Woodbranch	New Caney	Texas	77357	Standard	
Bammel							Standard	
Barrett							Standard	
Chateau Woods							Standard	
Crosby							Standard	
Cypress							Standard	
Dacus							Standard	
Decker Prairie							Standard	
Dobbin							Standard	
Dolen							Standard	
East River							Standard	
Egypt							Standard	
Evergreen							Standard	
Fostoria							Standard	
Four Corners							Standard	
Grangerland							Standard	
Highlands							Standard	
Hockley							Standard	
Huffman							Standard	
Hufsmith							Standard	
Kingwood							Standard	
Klein							Standard	
Kohrville							Standard	
Magnolia Garden							Standard	
Maynard							Standard	
Mostyn							Standard	
Phelps							Standard	
Pine Grove							Standard	
Pinehurst							Standard	
Porter							Standard	
Pumpkin							Standard	
Rayburn							Standard	
Richards							Standard	
Rose Hill							Standard	
Security							Standard	
Sheldon							Standard	
Shiro							Standard	
Snuff Ridge							Standard	
Spring							Standard	
Stoneham							Standard	
Tarkington Prairie							Standard	
The Woodlands							Standard	
Westfield							Standard	
White Hall							Standard	
Wigginsville							Standard	
Williams							Standard	
Houston	Dave Martin	City Council Member, District E	900 Bagby, 1st Floor	Houston	Texas	77002	Special	
Stagecoach	Galen Mansee	Mayor	16930 Boot Hill Road	Stagecoach	Texas	77355	Special	
Tomball	Gretchen Fagan	Mayor	401 Market Street	Tomball	Texas	77375	Special	
Humble	Merle Don Aaron, Sr.	Mayor	114 W. Higgins	Humble	Texas	77338	Special	
Houston	Sylvester Turner	Mayor	P.O. Box 1562	Houston	Texas	77251	Special	
Atascosita							Special	
Local Officials								
U.S. Congress for the State of Texas, 2nd Congressional District	Dan Crenshaw	Congressman	1849 Kingwood Drive, Suite 100	Kingwood	Texas	77339	Special	
U.S. Congress for the State of Texas, 8th Congressional District	Kevin Brady	Congressman	200 River Point, Suite 304	Conroe	Texas	77304	Special	
Texas Senate, District 3	Robert Nichols	Senator	15260 Highway 105 West, Suite 230-H, Box 5	Montgomery	Texas	77356	Special	
Texas Senate, District 4	Brandon Creighton	Senator	350 Pine Street, Suite 1450	Beaumont	Texas	77701	Special	
Texas Senate, District 5	Charles Schwertner	Senator	3000 Briarcrest Drive, Suite 202	Bryan	Texas	77802	Special	
Texas Senate, District 6	Carol Alvarado	Senator	4450 Harrisburg, Suite 400	Houston	Texas	77011	Special	
Texas Senate, District 7	Paul Bettencourt	Senator	11451 Katy Freeway, Suite 209	Houston	Texas	77079	Special	

Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Texas Senate, District 15	John Whitmire	Senator	803 Yale Street	Houston	Texas	77007	Special	
Texas Senate, District 18	Lois Kolkhorst	Senator	2000 S. Market Street, #101	Brenham	Texas	77833	Special	
Texas House of Representatives, District 3	Cecil Bell	State Representative	18230 FM 1488, Suite 302	Magnolia	Texas	77354	Special	
Texas House of Representatives, District 13	Ben Leman	State Representative	401 South Austin Street	Brenham	Texas	77833	Special	
Texas House of Representatives, District 15	Steve Toth	State Representative	25700 Interstate Highway 45, Suite 100	Spring	Texas	77386	Special	
Texas House of Representatives, District 16	Will Metcalf	State Representative	1835 Spirit of Texas Way, Suite 100	Conroe	Texas	77301	Special	
Texas House of Representatives, District 18	Ernest Bailes	State Representative	10501 Highway 150, Suite B	Sheperd	Texas	77371	Special	
Texas House of Representatives, District 57	Trent Ashby	State Representative	2915 Atkinson Drive	Lufkin	Texas	75901	Special	
Texas House of Representatives, District 126	Sam Harless	State Representative	6630 Cypresswood Drive, Suite 150	Spring	Texas	77379	Special	
Texas House of Representatives, District 127	Dan Huberty	State Representative	4501 Magnolia Cove, Suite 201	Kingwood	Texas	77345	Special	
Texas House of Representatives, District 128	Briscoe Cain	State Representative	606 Rollingbrook Drive, Suite 1E	Baytown	Texas	77521	Special	
Texas House of Representatives, District 130	Tom Oliverson	State Representative	12345 Jones Road, #221	Houston	Texas	77070	Special	
Texas House of Representatives, District 132	Gina Calanni	State Representative	1550 Foxlake Drive, Suite 120	Houston	Texas	77084	Special	
Texas House of Representatives, District 135	Jon Rosenthal	State Representative	9601 Jones Road, Suite 215	Houston	Texas	77065	Special	
Texas House of Representatives, District 139	Jarvis Johnson	State Representative	6112 Wheatley Street	Houston	Texas	77091	Special	
Texas House of Representatives, District 141	Senfonia Thompson	State Representative	10527 Homestead Road	Houston	Texas	77016	Special	
Texas House of Representatives, District 142	Harold V. Dutton, Jr.	State Representative	8799 N. Loop East, Suite 200	Houston	Texas	77029	Special	
Texas House of Representatives, District 143	Ana Hernandez	State Representative	1233 Mercury Drive	Houston	Texas	77029	Special	
Texas House of Representatives, District 150	Valoree Swanson	State Representative	23008 Northcrest	Spring	Texas	77389	Special	
Grimes County Precinct 1	Chad Mallett	Commissioner	P.O. Box 160	Anderson	Texas	77830	Special	
Grimes County Precinct 2	David E Dobyanski	Commissioner	P.O. Box 572	Anderson	Texas	77830	Special	
Grimes County Precinct 3	Barbara Walker	Commissioner	205 Veteran's Memorial Drive	Navasota	Texas	77868	Special	
Grimes County Precinct 4	Phillip Cox	Commissioner	205 Veteran's Memorial Drive	Navasota	Texas	77868	Special	
Harris County Precinct 1	Rodney Ellis	Commissioner	1001 Preston, 9th Floor	Houston	Texas	77002	Special	
Harris County Precinct 2	Adrian Garcia	Commissioner	1001 Preston, R. 924	Houston	Texas	77002	Special	
Harris County Precinct 4	R. Jack Cagle	Commissioner	14444 Holderrieth Road	Tomball	Texas	77377	Special	
Liberty County Precinct 2	Greg Arthur	Commissioner	588 CR 2010	Hardin	Texas	77561	Special	
Liberty County Precinct 3	James Reaves	Commissioner	119 S. Fenner Avenue	Cleveland	Texas	77327	Special	
Liberty County Precinct 4	Leon Wilson	Commissioner	1034 CR 605	Dayton	Texas	77535	Special	
Montgomery County Precinct 1	Mike Meador	Commissioner	510 Highway 75 North	Willis	Texas	77378	Special	
Montgomery County Precinct 2	Charlie Riley	Commissioner	19910 Unity Park Drive	Magnolia	Texas	77355	Special	
Montgomery County Precinct 3	James Noack	Commissioner	1130 Pruitt Road	Spring	Texas	77380	Special	
Montgomery County Precinct 4	James Metts	Commissioner	23628 Roberts Road	New Caney	Texas	77357	Special	
San Jacinto County Precinct 1	Laddie McAnally	Commissioner	P.O. Box 997	Coldspring	Texas	77331	Special	
San Jacinto County Precinct 2	Donny Marrs	Commissioner	P.O. Box 203	Shepherd	Texas	77371	Special	
San Jacinto County Precinct 3	David Brandon	Commissioner	31 Lilly Yeager Loop North	Cleveland	Texas	77327	Special	
San Jacinto County Precinct 4	Mark Nettuno	Commissioner	221 Boat Launch Road	Point Blank	Texas	77364	Special	
Waller County Precinct 1	John A. Amsler	Commissioner	836 Austin, Suite 203	Hempstead	Texas	77445	Special	
Waller County Precinct 2	Walter E. Smith	Commissioner	836 Austin, Suite 203	Hempstead	Texas	77445	Special	
Waller County Precinct 3	Jeron Barnett	Commissioner	12620 FM 1887	Hempstead	Texas	77445	Special	
Waller County Precinct 4	Justin Beckendorff	Commissioner	3410 1st Street	Pattison	Texas	77466	Special	
Walker County Precinct 2	Ronnie White	Commissioner	123 Booker Rd	Huntsville	Texas	77340	Special	
Walker County Precinct 4	Jimmy Henry	Commissioner	9368 SH 75 S	New Waverly	Texas	77358	Special	
Regional Water Planning Groups								
Region H Water Planning Group	Mark Evans	Chairman	3648 Cypress Creek Parkway, Suite 110	Houston	Texas	77068	Standard	
Regional Planning Agencies								
Districts and Authorities created under Texas Constitution, Article III, Chapter 52, or Article XVI, Chapter 59								
Brazos River Authority	David Collinsworth	General Manager	4600 Cobbs Drive	Waco	Texas	76710		
Lone Star Conservation District	Samantha Reiter	General Manager	655 Conroe Park North Drive	Conroe	Texas	77303	Standard	
North Harris County Regional Water Authority	Jimmie Schindewolf, P.E.	General Manager	3648 Cypress Creek Parkway, Suite 110	Houston	Texas	77068	Standard	
Trinity River Authority	Kevin Ward	General Manager	5300 S. Collins	Arlington	Texas	76018	Standard	
Grimes County Water District								
Grimes County MUD 1			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County Water District								
Harris County FWSD 58			1 Greenway Plaza, Suite 1020	Houston	Texas	77046	Standard	not deliverable
Harris County MUD 48			1001 McKinney Street, Suite 1000	Houston	Texas	77002	Standard	
Cypress Creek Utility District			10643 Mills Walk	Houston	Texas	77070	Standard	
Spanish Cove PUD			1100 Louisiana Street, Suite 400	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 361			11111 Katy Freeway, Suite 725	Houston	Texas	77079	Standard	
North Park PUD			112 Bammel Road	Houston	Texas	77090	Standard	
Harris County MUD 154			11302 Tanner Road	Houston	Texas	77041	Standard	not deliverable
Harris County MUD 151			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Harris County MUD 365			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	

Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Harris County MUD 391			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Harris County MUD 46			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Newport MUD			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Northeast Harris County MUD 1			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Northwood MUD 1			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Spring West MUD			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Tattor Road MUD			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Harris County MUD 249			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 281			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 344			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 360			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 489			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 490			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 491			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 494			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Harris County MUD 153			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 280			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 282			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 316			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 342			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 36			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 367			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 383			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 389			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 419			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 434			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County WCID 119			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Hunter's Glen MUD			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Westador MUD			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County WCID 157			1300 Post Oak Boulevard, Suite 1400	Houston	Texas	77056	Standard	
Harris-montgomery Counties MUD 386			1300 Post Oak Boulevard, Suite 1400	Houston	Texas	77056	Standard	
Northpointe WCID			1300 Post Oak Boulevard, Suite 1400	Houston	Texas	77056	Standard	
Northwest Freeway MUD			1300 Post Oak Boulevard, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Northwest Harris County MUD 10			1300 Post Oak Boulevard, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Harris County WCID 155			1301 McKinney St., Suite 5100	Houston	Texas	77010	Standard	
Harris County MUD 396			1301 McKinney Street, Suite 5100	Houston	Texas	77010	Standard	
Harris County MUD 397			1301 McKinney Street, Suite 5100	Houston	Texas	77010	Standard	
Malcomson Road Utility District			1345 Campbell Rd Suite 205	Houston	Texas	77055	Standard	not deliverable
Harris County MUD 165			1345 Campbell Road, Suite 205	Houston	Texas	77055	Standard	not deliverable
Harris County MUD 18			1345 Campbell Road, Suite 205	Houston	Texas	77055	Standard	not deliverable
Harris County MUD 221			1345 Campbell Road, Suite 205	Houston	Texas	77055	Standard	not deliverable
Harris County MUD 401			1345 Campbell Road, Suite 205	Houston	Texas	77055	Standard	not deliverable
Lake Forest Utility District			1345 Campbell Road, Suite 205	Houston	Texas	77055	Standard	not deliverable
CY Champ PUD			13455 Cutten, Suite 1A	Houston	Texas	77069	Standard	
Harris County MUD 450			145003 W Lake Houston Parkway	Houston	Texas	77049	Standard	not deliverable
Grant Road PUD			1506 Whispering Pines	Houston	Texas	77055	Standard	
Harris County MUD 43			1506 Whispering Pines	Houston	Texas	77055	Standard	
Harris County WCID 116			1506 Whispering Pines	Houston	Texas	77055	Standard	
Faulkey Gully MUD			15503 Hermitage Oaks Drive	Tomball	Texas	77377	Standard	not deliverable
Dowdell PUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 132			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 152			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 211			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 233			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 26			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 290			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 322			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 354			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 358			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 364			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 405			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 412			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County MUD 480			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable

Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Harris County WCID 110			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County WCID 114			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Harris County WCID 136			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Louetta North PUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Louetta Road Utility District			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Luce Bayou PUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Meadowhill Regional MUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northgate Crossing MUD 1			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northgate Crossing MUD 2			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northwest Harris County MUD 19			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northwest Harris County MUD 20			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northwest Harris County MUD 28			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northwest Harris County MUD 30			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northwest Harris County MUD 32			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Northwest Harris County MUD 36			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Pine Bough PUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Prestonwood Forest Utility District			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Richey Road MUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Terranova West MUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Timber Lane Utility District			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Timberlake Improvement District			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Woodcreek MUD			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Cypress Forest PUD			16215 Champion Forest Drive	Spring	Texas	77379	Standard	
Charterwood MUD			16444 Cutten Road	Houston	Texas	77070	Standard	
Ponderosa Forest Utility District			17111 Rolling Creek Drive, Suite 108	Houston	Texas	77090	Standard	
Cypresswood Utility District			17495 Village Green Drive	Houston	Texas	77040	Standard	
Bridgestone MUD			19720 Kuykendahl	Spring	Texas	77379	Standard	
Harris County MUD 551			1980 Post Oak Blvd, Suite 1380	Houston	Texas	77056	Standard	
Harris Montgomery Counties Management District			1980 Post Oak Boulevard, Suite 1380	Houston	Texas	77056	Standard	
Harris County Improvement District 14			1980 S Post Oak Lane #1580	Houston	Texas	77056	Standard	not deliverable
Harris County MUD 368			200 River Pointe Drive, Suite 240	Conroe	Texas	77304	Standard	not deliverable
Shasla PUD			200 River Pointe Drive, Suite 240	Conroe	Texas	77304	Standard	not deliverable
Harris County MUD 1			2727 Allen Parkway, Suite 1100	Houston	Texas	77019	Standard	
Harris County FWSD 52			2929 Allen Parkway, Suite 3150	Houston	Texas	77019	Standard	
Bilma PUD			2929 Allen Parkway, Suite 3450	Houston	Texas	77019	Standard	
Harris County WCID 70			2935 Foley Road	Crosby	Texas	77532	Standard	
Harris County MUD 106			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 230			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 319			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 423			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 468			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 503			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 530			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 531			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Harris County MUD 542			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
CNP Utility District			3700 Buffalo Speedway, Suite 830	Houston	Texas	77098	Standard	
Harris County MUD 387			406 W. Grand Pkwy. S., Suite 260	Katy	Texas	77494	Standard	
Cypress Hill MUD 1		Eagle Water Management	5118 Spring Cypress Road	Spring	Texas	77379	Standard	
Cypress-Klein Utility District		Eagle Water Management	5118 Spring Cypress Road	Spring	Texas	77379	Standard	
Crosby MUD			5507 Ave C	Crosby	Texas	77532	Standard	not deliverable
Kings Manor MUD			5635 NW Central Drive, Suite 104E	Houston	Texas	77092	Standard	
Harris County Improvement District 18			5805 Westview Drive	Houston	Texas	77055	Standard	
Old Town Spring Improvement District			606 Spring Cypress Road	Spring	Texas	77373	Standard	
Sheldon Road MUD			9419 Lamkin	Houston	Texas	77049	Standard	
Harris County WCID 99			P.O. Box 11750	Spring	Texas	77391	Standard	
Harris County MUD 286			P.O. Box 11890	Houston	Texas	77391	Standard	
Kleinwood MUD			P.O. Box 11890	Spring	Texas	77391	Standard	
Memorial Hills Utility District			P.O. Box 11890	Spring	Texas	77391	Standard	
Spring Creek Forest PUD			P.O. Box 11890	Spring	Texas	77391	Standard	
Encanto Real Utility District			P.O. Box 1627	Spring	Texas	77383	Standard	
Harris County MUD 44			P.O. Box 579	Spring	Texas	77383	Standard	
Bammel Utility District			P.O. Box 695	Spring	Texas	77383	Standard	
Harris County MUD 24			P.O. Box 73109	Houston	Texas	77273	Standard	

Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Harris County MUD 82			P.O. Box 73109	Houston	Texas	77273	Standard	
Harris County WCID 91			P.O. Box 73109	Houston	Texas	77273	Standard	
Klein PUD			P.O. Box 73109	Houston	Texas	77273	Standard	
Harris County MUD 109			P.O. Box 80	Tomball	Texas	77377	Standard	
Harris County WCID 132			P.O. Box 80	Tomball	Texas	77377	Standard	
Harris County WCID 92			P.O. Box 80	Tomball	Texas	77377	Standard	
Heatherloch MUD			P.O. Box 80	Tomball	Texas	77377	Standard	
Inverness Forest Improvement District			P.O. Box 80	Tomball	Texas	77377	Standard	
Northampton MUD			P.O. Box 80	Tomball	Texas	77377	Standard	
Northwest Harris County MUD 15			P.O. Box 80	Tomball	Texas	77377	Standard	
Oakmont Public Utility District			P.O. Box 80	Tomball	Texas	77377	Standard	
H-M-W SUD			P.O. Box 837	Pinehurst	Texas	77362	Standard	
Harris County MUD 104			P.O. Box 890466	Houston	Texas	77289	Standard	
Harris County MUD 275			P.O. Box 890466	Houston	Texas	77289	Standard	
Harris County WCID 113			P.O. Box 890466	Houston	Texas	77289	Standard	
Northwest Harris County MUD 5			P.O. Box 890466	Houston	Texas	77289	Standard	
Northwest Harris County MUD 9			P.O. Box 890466	Houston	Texas	77289	Standard	
Post Wood MUD			P.O. Box 897	Spring	Texas	77383	Standard	
Grand Northwest MUD							Standard	
Harris County MUD 273							Standard	
Harris County MUD 415							Standard	
Harris County MUD 416							Standard	
Harris County MUD 418							Standard	
Harris County MUD 465							Standard	
Harris County MUD 499							Standard	
Harris County MUD 525							Standard	
Northgate Crossing Road Utility District							Standard	
Tower Oaks Plaza MUD							Standard	
Waller Town Center Management District							Standard	
Liberty County Water District								
Liberty County MMD 1							Standard	
Liberty County MUD 7							Standard	
Liberty Lakes FWSD 1							Standard	
Tarkington SUD			19396 Highway 321	Cleveland	Texas	77327	Standard	
Other Montgomery County Water District								
Montgomery County MUD 56	Clarance Bull	President and Investment Officer	10000 Memorial Drive, Suite 260	Houston	Texas	77024	Standard	
Chateau Woods MUD	David Schoop	Board President	10224 Fairview Drive	Conroe	Texas	77385	Standard	
Roman Forest PUD 3			103 Kerry Road	Highlands	Texas	77562	Standard	
Far Hills Utility District	James Marvin Haymon	Board President	10320 Cude Cemetery Road	Willis	Texas	77318	Standard	
Montgomery County Drainage District 6			1100 Louisiana Street, Suite 400	Houston	Texas	77002	Standard	not deliverable
Montgomery County FWSD 6			12081 Lakeview Manor Drive	Willis	Texas	77318	Standard	
Montgomery County MUD 126	Gary Calfee	Board President	1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Montgomery County MUD 83			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Montgomery County MUD 84			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Montgomery County MUD 94	Jim Spitzmiller	Board President	1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Montgomery County MUD 95			1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Montgomery County MUD 96	Robert C. Watson	Board President	1300 Post Oak Blvd, Suite 1400	Houston	Texas	77056	Standard	
Montgomery County MUD 98			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Wood Trace MUD 1			1300 Post Oak Blvd, Suite 1600	Houston	Texas	77056	Standard	not deliverable
Montgomery County MUD 18			1345 Campbell Road, Suite 205	Houston	Texas	77056	Standard	not deliverable
Montgomery County MUD 42			1506 Whispering Pines	Houston	Texas	77055	Standard	
Montgomery County Utility District 3			1506 Whispering Pines	Houston	Texas	77055	Standard	
Montgomery County MUD 112			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Montgomery County MUD 115			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Montgomery County MUD 15			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Montgomery County MUD 24			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Montgomery County MUD 88			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Montgomery County MUD 99			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Roman Forest PUD 4			1621 Milam Street Fl 3	Houston	Texas	77002	Standard	not deliverable
Corinthian Point MUD 2	John Burgin	Board President	17707 Old Louetta	Houston	Texas	77070	Standard	
Lazy River Improvement District	Mike Edwards	Board President	17707 Old Louetta	Houston	Texas	77070	Standard	
Montgomery County MUD 132	Brandon Macey	Board President	1980 Post Oak Blvd, Suite 1380	Houston	Texas	77056	Standard	
Montgomery County MUD 141	Scott Day	Board President	1980 Post Oak Blvd, Suite 1380	Houston	Texas	77056	Standard	

Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Montgomery County MUD 173	Juan Galvan	Board President	1980 Post Oak Blvd, Suite 1380	Houston	Texas	77056	Standard	
Montgomery County MUD 8			200 River Pointe, Suite 240	Conroe	Texas	77304	Standard	not deliverable
Montgomery County MUD 9			200 River Pointe, Suite 240	Conroe	Texas	77304	Standard	not deliverable
Montgomery County MUD 121	James D. Pell	Board President	202 Century Square Blvd.	Sugar Land	Texas	77478	Standard	
East Montgomery County Improvement District	Frank McCrady	President/CEO	21575 US Highway 59 North, Suite 200	New Caney	Texas	77357	Standard	
Porter SUD			22162 Water Well Road	Porter	Texas	77365	Standard	
Southern Montgomery County MUD			25212 Interstate Highway 45	Spring	Texas	77386	Standard	
Montgomery County MUD 127	John Dee Vaughn	Board President	2727 Allen Parkway, Suite 1100	Houston	Texas	77019	Standard	
Rayford Road MUD			2727 Allen Parkway, Suite 1100	Houston	Texas	77019	Standard	
Spring Creek Utility District	Dale Healy	Board President	27316 Spectrum Way	Oak Ridge North	Texas	77385	Standard	
Lake Conroe Hills MUD	James R. Schmidt	Board President	2929 Allen Parkway, Suite 3450	Houston	Texas	77019	Standard	
Conroe MUD 1	David Townsend	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
East Montgomery County MUD 12	Rachel Maybray	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 107	Ken Schoppe	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 113			3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 137	Robert S. Wempe	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 138	Guillermo Machado	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 145	Robert Graham	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 149	Walt Rosenbusch	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 150	Phillip Dautrich	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 151	P. "Blake" McGregor	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Montgomery County MUD 89	Paul Cote	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Valley Ranch Medical Center Management District	Gregory P. Schneider	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Valley Ranch MUD 1	Chris Baughman	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Valley Ranch Town Center Management District	Temple Brown	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
Woodridge MUD	Joseph Manning	Board President	3200 Southwest Freeway, Suite 2600	Houston	Texas	77027	Standard	
East Montgomery County MUD 3	Andrew Persson	Board President	3700 Buffalo Speedway, Suite 830	Houston	Texas	77098	Standard	
East Montgomery County MUD 4	Raymond Hedden	Board President	3700 Buffalo Speedway, Suite 830	Houston	Texas	77098	Standard	
East Plantation Utility District	William B. Knapp	Board President	447 Cumberland Trail	Conroe	Texas	77302	Standard	
Montgomery County MUD 119			4600 Highway 6 North, Suite 315	Houston	Texas	77084	Standard	not deliverable
Montgomery County MUD 19			5 Grogans Park, Suite 112	Spring	Texas	77380	Standard	not deliverable
Montgomery County MUD 90			501 N. Thompson Street, Suite 401	Conroe	Texas	77301	Standard	
Grand Oaks MUD			5635 NW Central Drive, Suite 104E	Houston	Texas	77092	Standard	
Roman Forest Consolidated MUD	Billy W. Goss	Board President	6750 West Loop South, Suite 865	Bellaire	Texas	77401	Standard	
Texas National MUD	LaVerne Woodruff	Board President	704 North Thompson Street	Conroe	Texas	77301	Standard	
Stanley Lake MUD	Kerry Masson	Board President	875 Lake View Drive	Montgomery	Texas	77356	Standard	
Montgomery County Utility District 4			9 Greenway Plaza, Suite 1000	Houston	Texas	77046	Standard	
Blaketree MUD 1 of Montgomery County	Tammy Pizzitola	President	9 Greenway Plaza, Suite 1100	Houston	Texas	77046	Standard	
Clovercreek MUD	Anthony Roubik	Board President	9 Greenway Plaza, Suite 1100	Houston	Texas	77046	Standard	
East Montgomery County MUD 5	John G. Patterson	Board President	9 Greenway Plaza, Suite 1100	Houston	Texas	77046	Standard	
East Montgomery County MUD 6	Todd Mueller	Board President	9 Greenway Plaza, Suite 1100	Houston	Texas	77046	Standard	
East Montgomery County MUD 7	Beau Kaleel	Board President	9 Greenway Plaza, Suite 1100	Houston	Texas	77046	Standard	
Montgomery County MUD 111	Brett Beardsley	Board President	9 Greenway Plaza, Suite 1100	Houston	Texas	77046	Standard	
Montgomery County MUD 92			East O Ffm 1314 And Bisecte	Conroe	Texas	77385	Standard	not deliverable
Montgomery County Utility District 2			P. O. Box 690406	Houston	Texas	77269	Standard	
Porter MUD			P.O. Box 1030	Porter	Texas	77365	Standard	
Point Aquarius MUD			P.O. Box 11890	Spring	Texas	77391	Standard	
New Caney MUD			P.O. Box 1799	New Caney	Texas	77357	Standard	
Montgomery County MUD 16			P.O. Box 690406	Houston	Texas	77269	Standard	
River Plantation MUD			P.O. Box 747	Conroe	Texas	77305	Standard	
Montgomery County WCID 1			P.O. Box 7690	The Woodlands	Texas	77387	Standard	
Blaketree MUD 2 of Montgomery County							Standard	
Cleveland MUD 1							Standard	
Montgomery County Drainage District 10							Standard	
Montgomery County MUD 108							Standard	
Montgomery County MUD 116							Standard	
Montgomery County MUD 123							Standard	
Montgomery County MUD 124							Standard	
Montgomery County MUD 128							Standard	
Montgomery County MUD 142							Standard	
Montgomery County MUD 148							Standard	
Montgomery County MUD 154A							Standard	
Montgomery County MUD 157							Standard	

Notification Letter Distribution List

ORGANIZATION IN THE PROJECT BENEFIT AREA	CONTACT	TITLE	STREET ADDRESS	CITY	STATE	ZIP	SPECIAL/REGULAR LETTER	RETURNED TO SENDER-NOT DELIVERABLE
Montgomery County MUD 158							Standard	
Montgomery County WCID 4							Standard	
Trinity Lakes MUD of Montgomery County							Standard	
Wood Trace MUD 4A							Standard	
Wood Trace MUD 4B							Standard	
Walker County Water District								
Phelps SUD	Roark Rohe	General Manager	455 FM 2296	Huntsville	Texas	77340	Standard	
Waller County Water District								
Kickapoo FWSD of Waller County			12012 Wickchester Lane, Suite 120	Houston	Texas	77079	Standard	
Waller County MUD 33							Standard	
Non-Profit (Other)								
Bayou Land Conservancy	Jill Boullion	Executive Director	10330 Lake Road, Building J	Houston	Texas	77070	Special	
HARC	Lisa Gonzalez	President and Chief Executive Officer	8801 Gosling Road	The Woodlands	Texas	77381	Standard	
Houston-Galveston Area Council	Charles Wemple	Executive Director	3555 Timmons Lane, Suite 100	Houston	Texas	77027	Standard	
North Houston Association			16825 Northchase Drive #160	Houston	Texas	77060	Standard	

ALL SENT ON 9.25

COLOR-CODED LEGEND

Single letter sent to multiple MUDS at	1300 Post Oak Blvd, Suite 1600
Single letter sent to multiple MUDS at	200 River Pointe, Suite 240
Single letter sent to multiple MUDS at	1621 Milam Street Fl 3
Single letter sent to multiple MUDS at	1345 Campbell Road, Suite 205

David S. Brandon
Commissioner
Precinct 3
San Jacinto County



31 Lilly Yeager Loop N
Cleveland, Texas 77328
Phone: 281-592-1109
Fax: 281-592-1898

October 12, 2020

San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304

Attention: Mr. Chuck Gilman, P.E.
Mr. James Bronikowski, P.E.

Re: SJRA Grant Application to TWDB

Dear Sirs,

Please accept this letter as our request to comment on the application for the gauging of water streams off the SJRA Winters Bayou and East Fork channels off SJRA watersheds and other SJRA Projects.

Currently there is no gauging on these streams that cross TxDOT Roads. When a flood event is projected, we must physically go to the sites to visually see what the water levels are, and this is even more complicated during night hours. After a visual, the information is relayed to the Sheriffs Dispatch for relaying to the First Responders. We have had 2 confirmed drownings at the locations just during the Harvey event. One death was a 2-month-old child when the vehicle they were fleeing the flood waters from and were a mere 200 yards away from the fire station for sheltering, was swept off the road at night when they drove into the water because they could not see it.

These become the Winters Bayou Channel that later merges into the East Fork that flows to Cleveland. This is a gauging desert on a known flood channel.

We have been working with SJRA and HCFC to get grant funding to get gauging on the heavily traveled roads and evacuation routes. The Boy Scouts of America has just moved Camp Strake to an area that has led to an expansion of turnout lanes on FM150 at the Winters Bayou Bridges. This gauging will also help TxDOT update the DriveTexas.org route map.

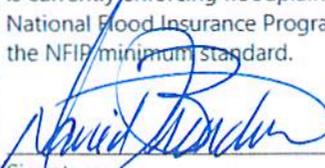
I am in full support of the SJRA Flood Projects as proposed and pray that the TWDB will approve them as to help the citizens of the State and this Rural area directly impacted by numerous flood events.

Respectfully,

A handwritten signature in blue ink, appearing to read "David S. Brandon", is written over the word "Respectfully".

David S. Brandon, CFM-FPA
Commissioner Precinct 3
San Jacinto County, Texas
936-520-9221
dbrandon@eastex.net

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

<p>Certification on enforcing floodplain management standards</p> <p>Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: <input type="checkbox"/></p>	<p>I, <u>David Brandon</u> (Name), serving as <u>Floodplain Administrator</u> (Title)</p> <p>hereby certify that <u>San Jacinto County</u> (Appropriate entity for area to be served by the project)</p> <p>is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard.</p> <p> Signature</p> <p><u>5/8/2020</u> Date</p>
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RESOLUTION NO. 2020-R-10

RESOLUTION AUTHORIZING APPLICATIONS TO THE TEXAS WATER DEVELOPMENT BOARD BY SAN JACINTO RIVER AUTHORITY FOR GRANTS FROM FLOOD INFRASTRUCTURE FUND.

WHEREAS, the San Jacinto River Authority (the "Authority"), is a conservation and reclamation district, body politic and corporate and a governmental agency of the State of Texas created and operating under the provisions of Chapter 426, Acts of the 45th Texas Legislature, Regular Session, 1937, as amended (the "Act"), enacted pursuant to the provisions of Section 59 of Article XVI of the Texas Constitution; and

WHEREAS, the Authority is authorized under the Act to store, control and conserve the storm and flood waters of the watershed of the San Jacinto River and its tributaries, and to prevent the escape of any such waters through every practical means so as to prevent the devastation of lands from recurrent overflows, and to protect life and property; and

WHEREAS, the Authority is further authorized under the Act to develop the water resources of the San Jacinto River Basin and, consistent with such authorization, the Authority operates the dam and reservoir commonly known as "Lake Conroe" for the benefit of the Authority and the City of Houston; and

WHEREAS, Section 86.0192 of the Texas Parks and Wildlife Code, as amended, makes certain provisions for the Authority and the Harris County Flood Control district to take sand, gravel, marl, shell, and mudshell from the San Jacinto River and its tributaries to restore, maintain, or expand the capacity of the river and its tributaries to convey storm flows; and

WHEREAS, the Authority and various other political subdivisions (the "Participating Entities") are considering multiple flood mitigation projects within Harris, Montgomery, Grimes, Walker, San Jacinto, Liberty, and Waller Counties, including (i) performing preliminary engineering design efforts for two potential sand traps within the Upper San Jacinto River Basin, (ii) performing a conceptual engineering feasibility study of two potential dams/reservoirs within the Spring Creek Watershed, (iii) performing a regional sedimentation study of the Upper San Jacinto River Basin, (iv) developing a joint reservoir operations strategy for Lake Conroe and Lake Houston for use after new tainter gates are installed on Lake Houston, and (v) installing rain and river or stream stage gauging equipment at three (3) locations selected by San Jacinto County (hereinafter collectively the "Projects"); and

WHEREAS, the Texas Water Development Board ("TWDB"), under the authority of Chapter 363 of the Texas Administrative Code, may provide funding for the Projects through the Flood Infrastructure Fund (the "FIF"); and

WHEREAS, the Authority intends to serve as the contracting agency on behalf of the Participating Entities and has submitted abridged applications for grants from the FIF from the TWDB to fund a portion of the Projects costs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JACINTO RIVER AUTHORITY THAT:

Section 1: The Board of Directors of the Authority hereby finds and declares that:

(a) the Projects are consistent with the Act and/or Section 86.0192 of the Texas Parks and Wildlife Code, as amended, and would be an enhancement to the San Jacinto River Basin

and/or Lake Conroe and useful, necessary and beneficial to the citizens of Harris, Montgomery, Grimes, Walker, San Jacinto, Liberty, and/or Waller Counties;

(b) the Authority is eligible to prepare and submit applications to the TWDB for funds from the FIF for the Projects; and

(c) the Authority and the Participating Entities will provide matching local resources in connection with the FIF as may be required by the TWDB, subject to the approval of funds from the FIF sufficient to undertake the Projects.

Section 2: The General Manager of the Authority is hereby appointed as the agent and representative of the Authority for purposes of requesting and securing reasonable, written assurances that the Participating Entities, as applicable, will provide such matching local resources, subject to the approval of funds from the FIF sufficient to undertake the Projects.

Section 3: To the extent the TWDB requests a full application from the Authority in connection with any of the Projects, the General Manager of the Authority (or his designated representative) is hereby appointed as the agent and representative of the Authority for purposes of making and pursuing full applications for funds from the FIF, including negotiating a written agreement or agreements among the Participating Entities and the Authority to participate in TWDB grant applications for the Projects. The General Manager of the Authority (or his designated representative) is hereby authorized and directed to prepare and file such full applications for the funds from the FIF on behalf of the Authority; provided, however, the General Manager (or his designated representative) shall, as deemed necessary and appropriate in connection with the Projects, secure the written assurances from the Participating Entities prior to filing such application.

Section 4: The Authority hereby affirms its intention and agreement to provide local matching funds in connection with the funds from the FIF, as described above, and to enter written agreements with the Participating Entities, consistent with the expectations set forth above, as deemed necessary and appropriate in connection with the Projects and the funds from the FIF. Such agreements shall be subject to review and approval by the Board of Directors of the Authority. Any expenditure of more than \$75,000.00 of Authority funds in connection with the funds of the FIF or the Projects shall also be subject to the review and approval by the Board of Directors of the Authority.

Section 5: The President of the Board of Directors of the Authority is hereby authorized to sign, and the Secretary of said Board is hereby authorized to attest, this Resolution on behalf of said Board and the Authority. This Resolution shall become effective upon its passage and adoption.

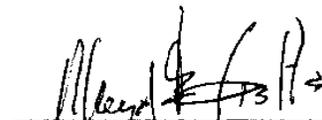
PASSED AND ADOPTED by the Board of Directors of the San Jacinto River Authority on this 27th day of August, 2020.

ATTEST:

BOARD OF DIRECTORS:



Kaaren Cambio
Secretary



Lloyd B. Tisdale
President



Application Filing and Authorized Representative Resolution

A RESOLUTION by the Board of Directors of the San Jacinto River Authority requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Board of Directors OF THE San Jacinto River Authority :

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 48,100 to provide for the costs of Flood Early Warning system for San Jacinto County.

SECTION 2: That Jace A. Houston be and is hereby designated the authorized representative of the San Jacinto River Authority Board of Directors for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the San Jacinto River Authority before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____

Engineer: Half Associates, Inc.

Bond Counsel: _____

PASSED AND APPROVED, this the 27th day of August, 2020

ATTEST:

Karen Chamber

By:

[Signature]

(Seal)



Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Montgomery §
APPLICANT San Jacinto River Authority §

I, the undersigned, Secretary of the San Jacinto River Authority Board of Directors Texas, DO HEREBY CERTIFY as follows:

1. That on the 27th day of August, 2020, a regular/special meeting of the San Jacinto River Authority Board of Director was held; the duly constituted members of the San Jacinto River Authority Board of Directors being as follows:

Lloyd Tisdale, Ronnie Anderson, Mark Micheletti, Kaaren Cambio, Ed Boulware, Jim Alexander, and Brenda Cooper

all of whom were present at the meeting, except the following:

N/A

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the Board of Directors of the San Jacinto River Authority requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the Board of Directors for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by Director Cambio and seconded by Director Alexander, the resolution was passed and adopted by the Board of Directors by the following vote:

7 voted "For" 0 voted "Against" 0 abstained

all as shown in the official minutes of the San Jacinto River Authority Board of Directors for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the San Jacinto River Authority; the qualified and acting members of the Board of Directors on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the Board of Directors; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the San Jacinto River Authority, this the 27th day of August, 2020.



Kaaren Cambio
Secretary

Application Affidavit

THE STATE OF TEXAS §
COUNTY OF Montgomery §
APPLICANT San Jacinto River Authority §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jace A. Houston as the Authorized Representative of the San Jacinto River Authority Board of Directors, who being by me duly sworn, upon oath says that:

1. The decision by the San Jacinto River Authority (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing all such notice as required by such Act as is applicable to the San Jacinto River Authority (authority, city, county, corporation, district) .

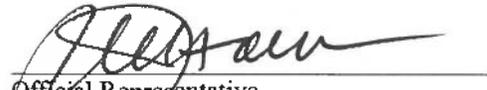
2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The San Jacinto River Authority (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none").

N/A

4. The San Jacinto River Authority (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance; and

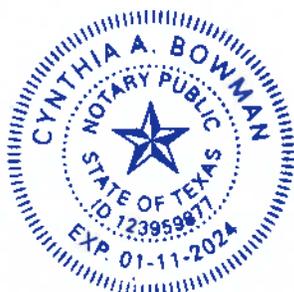
5. the San Jacinto River Authority (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

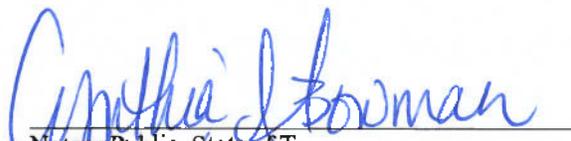


Official Representative
Title: General Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by Jace A. Houston, on this 24th day of September, 2020.

(NOTARY'S SEAL)





Notary Public, State of Texas

Attachment 4
Operations and Maintenance

Attachment 4 – Operations and Maintenance

The San Jacinto County has agreed in writing to its intent to provide annual funding to the San Jacinto River Authority (SJRA) for the operation and maintenance of any and all gages constructed by SJRA within San Jacinto County. SJRA will use County funding to provide labor, equipment, and materials necessary to operate and maintain the proposed gages so long as said gages remain in place. Upon successful award of this Flood Infrastructure Fund (FIF) grant, San Jacinto County intends to enter into a formal Interlocal Agreement with SJRA to provide said funding. A copy of the letter of intent from the County is included in this attachment.

San Jacinto County Courthouse
1 State Highway 150, Room 23
Coldspring, Texas 77331



Phone: 936-653-2199
Fax: 936-653-3970
countyjudge@co.san-jacinto.tx.us

FRITZ FAULKNER

October 7, 2020

San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304

To Whom It May Concern:

In accordance with Flood Infrastructure Fund (FIF) grant application requirements, please accept this letter as San Jacinto County's written assurance of its intent to provide funding to the San Jacinto River Authority (SJRA), annually, to provide for the operation and maintenance of any and all gages constructed by SJRA within San Jacinto County as part of the Flood Early Warning System for San Jacinto County project submitted by SJRA to the Texas Water Development Board (TWDB) (FIF Abridged Application Number 13628).

The funding to be provided by San Jacinto County will provide for all labor, equipment, and materials required for SJRA staff to operate and maintain the proposed gages, so long as said gages may remain in place. Upon successful award of grant funds for the project to SJRA by TWDB, San Jacinto County intends to enter into a formal Interlocal Agreement with SJRA to provide the funding described above. Actual funding amounts, payment mechanisms, etc. would be determined as part of that formal agreement.

Sincerely,

A handwritten signature in blue ink that reads "Fritz Faulkner". The signature is written in a cursive style.

Fritz Faulkner
County Judge

Attachment 5
Flood-Hardening

Attachment 5 – Flood-Hardening

When the San Jacinto River Authority (SJRA) submitted its abridged application, the intention was to place each of the gages such that any water damage susceptible equipment is elevated above the 0.2% (500-year) annual chance flood event. Since that time, SJRA has obtained the necessary data that incorporates the Atlas 14 rainfall into the water surface elevations. The 0.2% ACE elevations are much higher than SJRA had anticipated. In some cases, the elevations are as high as 10 feet above the top of the roadway/bridge, which creates maintenance difficulties and safety concerns for maintenance staff. Therefore, SJRA has determined that the gages will be flood-hardened above the 1% annual chance flood elevation, which at two of the three sites is based on the new Atlas 14 rainfall data that is higher than the current FEMA effective 1% ACE water surface elevation. The water damage susceptible equipment will be placed in watertight compartments for protection against the elements.

SJRA has determined the appropriate elevations for each of the sites by leveraging existing data. Water surface elevations determined in the San Jacinto Regional Watershed Master Drainage Plan (SJRWMDP) using Atlas 14 rainfall were used to determine the appropriate elevation for Peach Creek at FM 3081 and East Fork at FM 945. The elevation for the gage at Winters Bayou at SH 150 is based on the Federal Emergency Management Agency's (FEMA) recent Base Level Engineering (BLE) study of Winters Creek. While the BLE study did not use Atlas 14 rainfall, the study did incorporate existing gage data. The following table shows the water surface elevations for the 1% ACE and the 0.2% ACE at each of the three gage locations. This information is also provided in Attachment 2, Exhibit 1.

Site	Elevation in Feet above Mean Sea Level for the 1% ACE	Elevation in Feet above Mean Sea Level for the 0.2% ACE	Source
Winters Bayou at SH 150	230.70	235.00 ft	FEMA BLE
Peach Creek at FM 3081	243.70	246.38 ft	SJRWMDP
East Fork at FM 945	163.12	163.56 ft	SJRWMDP

Attachment 6
Population Impacted

Attachment 6 – Population Impacted

The entire population (27,819 according to the 2018 US Census Bureau) of San Jacinto County is the beneficiary of the proposed Flood Early Warning System (FEWS) project. The FEWS project will provide San Jacinto County staff and emergency responders with advanced notice regarding rising waters that will allow them to determine appropriate emergency responses to protect nearby residents and businesses. The warnings will provide the county more advanced notice of potential road closures, evacuation needs, etc. The county will know from these gage warnings when areas downstream are in jeopardy of flooding. Advance notice is anticipated to reduce the burden on county-wide emergency services due to allowing for preventive actions which can reduce high water rescues, etc.

San Jacinto County potentially could use the information from the flood warning system to send reverse 911 calls to residents and businesses downstream or within the vicinity of these three gages to inform them on appropriate emergency responses, such as evacuation or shelter-in-place.

Another project benefit includes providing real-time data to downstream areas, including Harris County Flood Control District (HCFCD) who can use the information to know about potential flooding conditions heading towards them.

Attachment 7

Detailed Scope of Work, Budget and Schedule

Attachment 7 – Detailed Scope of Work, Budget and Schedule

Project Approach and Team Organization

The project and associated grant contract will be managed by SJRA's Technical Services Department (TSD). The TSD will lead procurement of and will manage any consultant contracts necessary for the implementation of the project. Gage equipment procurement and installation efforts will be led and performed by SJRA Lake Conroe Division staff. Survey services may be performed partially by Harris County Flood Control District (HCFCD) (as part of partnership efforts between SJRA and HCFCD), as well as partially by a consultant (anticipated to be GeoSolutions, LLC), or may be performed solely by the consultant. If portion of survey efforts are performed by HCFCD, the scope of work and level of effort to be performed by GeoSolutions, LLC could be reduced. If a path analysis study is determined to be required, that effort will be performed by a consultant. SJRA has an on-call contract with Halff Associates for Flood Management Support Services which could be utilized in order to obtain and incorporate any data or information from the San Jacinto Regional Watershed Master Drainage Plan project into the flood early warning system project, or for other support needs. See Attachment 8 for the on-call contract with Halff Associates.

Description of Tasks

The San Jacinto River Authority (SJRA), based on input from San Jacinto County, has identified three locations for installation of rain and stream gages in San Jacinto County. The following details the project approach/task breakdown including efforts to be performed both in-house by SJRA staff, and via consultants/partners as needed. The efforts detailed below are those anticipated at this time, and are not necessarily comprehensive of all efforts that will be required on the project. An estimated level of effort for SJRA in-house efforts (in-kind services) can be found in Attachment 1. Prior to procurement and installation of gage equipment, SJRA will enter into an interlocal agreement with San Jacinto County to formalize the County's commitment to fund future operations and maintenance efforts for the gages, to be performed by SJRA.

Task 1 – Project Management

1. Throughout the process of gage implementation, SJRA staff will coordinate with various entities/stakeholders including but not limited to Texas Department of Transportation, San Jacinto County, and HCFCD. Additionally, staff will be involved with developing documents and presentations for public meetings (anticipated to be one each in Montgomery County and San Jacinto County) in an effort to engage the public on the project.
2. SJRA staff will manage any consultants involved with the project. Efforts involved may include but are not limited to developing documents for and participating in progress meetings, reviewing deliverables, document control, and invoicing. SJRA staff will also manage the grant contract with TWDB.
3. Procurement of consultant services will be provided by SJRA staff.

Task 2 – Equipment Installation

1. SJRA staff will travel to each identified gage site and perform an initial evaluation, during which the existing conditions of the bridge, river, and surrounding area are observed. At this time, measurements are taken for equipment necessary for gage installation and staff performs an assessment to ensure signals can be received by SJRA's repeaters in Montgomery County from the gage location.
2. If it cannot be determined that signals will reach from any or all of the gage locations to the repeaters, a path analysis study, to be performed by a consultant, may be necessary to determine signal feasibility and recommend additional equipment to be installed or steps to be taken to facilitate signals reaching the repeaters. If the path analysis indicates that major equipment installation, upgrades, etc. will be necessary, SJRA will reevaluate the project approach at that time, however, SJRA staff anticipate that getting signals from the sites to the repeaters will not be an issue. See Attachment 8 for a draft scope of work and Professional Services Agreement (contract) template for these services.
3. SJRA staff will coordinate with San Jacinto County and Texas Department of Transportation (TxDOT) to acquire all necessary permissions to install equipment on County/TxDOT bridges and within County/TxDOT rights-of-way. SJRA will also coordinate with appropriate agencies to obtain any necessary environmental, floodplain, or other permits.
4. Once all site evaluations have been performed, all issues have been addressed, and all necessary environmental, floodplain and other permissions and permits have been obtained, SJRA staff will procure and install the stream and rain gage

equipment. Installation at each site occurs over multiple days, and efforts involved may include but are not necessarily limited to installation of the following: (Coordination of necessary environmental, floodplain, or other permits may require support from Halff Associates.)

- a. Concrete base
 - b. Pelco system
 - c. NEMA box
 - d. Antenna
 - e. Conduit
 - f. Transmitter
 - g. Water level sensor
 - h. Rain gage
5. During equipment installation, SJRA will coordinate with all appropriate entities to provide traffic control, as necessary.
 6. Following equipment installation, survey of installed equipment will be performed, including installation of permanent brass disk monuments on bridges where equipment is located. These efforts are anticipated to be performed in coordination with HCFCD, and/or via a consultant. A draft scope of work and level of effort estimate, as well as an on-call contract SJRA has with a survey consultant (GeoSolutions, LLC), are included as Attachment 8.
 7. Following equipment installation, SJRA staff will calibrate and test the gage equipment prior to integrating each site into SJRA's Contrail system.

Task and Expense Budgets

The task and expense budget tables are included in Attachment 1.

Schedule to Complete Tasks

See the following page for an approximate schedule for the project. This schedule is preliminary and subject to change. The greatest schedule driver is anticipated to be acquiring permissions from TxDOT. Major environmental permitting is not anticipated, but if required could also impact the schedule. If coordination with TxDOT or environmental or other permitting activities take less time than indicated on the schedule, the schedule could potentially be accelerated. Likewise, if coordination activities take longer than indicated, the schedule could be delayed.

Flood Early Warning System for San Jacinto County Approximate Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	21		Qtr 2, 2021				Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022	
							Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	➡	Execute Grant Contract	0 days	Wed 3/31/21	Wed 3/31/21				◆ 3/31														
2	➡	Project Management	283 days	Wed 3/31/21	Fri 4/29/22	1				[Blue bar spanning from Qtr 2, 2021 to Qtr 2, 2022]													
3	➡	Site Evaluation	23 days	Wed 3/31/21	Fri 4/30/21	1			[Teal bar]														
4	➡	Obtain permits, approvals, O&M agreement etc.	132 days	Wed 3/31/21	Thu 9/30/21	1				[Blue bar spanning from Qtr 2, 2021 to Qtr 3, 2021]													
5	➡	Hold Public Meetings	88 days	Wed 3/31/21	Fri 7/30/21	1				[Blue bar spanning from Qtr 2, 2021 to Qtr 3, 2021]													
6	➡	Perform Path Analysis Study (if necessary)	87 days	Mon 5/3/21	Tue 8/31/21	3					[Blue bar spanning from Qtr 2, 2021 to Qtr 3, 2021]												
7	➡	Equipment Procurement	54 days	Fri 10/1/21	Wed 12/15/21	4,5,6																	
8	➡	Equipment Installation, Calibration, & Testing	53 days	Thu 12/16/21	Mon 2/28/22	7																	
9	➡	Survey Installed Equipment	44 days	Tue 3/1/22	Fri 4/29/22	8																	

Project: Flood Early Warning Sy
Date: Thu 10/15/20

Task	[Blue bar]	Project Summary	[Grey bar]	Manual Task	[Teal bar]	Start-only	[C bracket]	Deadline	↓
Split	[Dotted bar]	Inactive Task	[White bar]	Duration-only	[Teal bar with dots]	Finish-only	[J bracket]	Progress	[Blue bar]
Milestone	◆	Inactive Milestone	◇	Manual Summary Rollup	[Teal bar with dots]	External Tasks	[Grey bar]	Manual Progress	[Teal bar]
Summary	[Black bar]	Inactive Summary	[Grey bar]	Manual Summary	[Black bar]	External Milestone	◆		

Attachment 8
Contracts

Attachment 8 – Contracts

Attached are existing SJRA contracts for on-call survey and flood management support services, which may be used as part of this project. Also attached are a draft work order/scope for survey services and a professional services contract template and draft work order/scope for a path study analysis.

**MASTER PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 19-0037-4**

This Professional Services Agreement (the "Agreement") is made and entered into effective as of the 24th day of September, 2020, by and between the San Jacinto River Authority, a conservation and reclamation district of the State of Texas, ("SJRA") with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304,

and

GeoSolutions, LLC, a limited liability company organized under the laws of the State of Texas, ("CONSULTANT") with principal offices located at 25211 Grogan's Mill Road, Suite 375, The Woodlands, Texas 77380.

SJRA and CONSULTANT are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

The Parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT agrees to perform professional services (the "Services") related to survey services as are requested from time to time by SJRA, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as Attachment B, issued from time to time by SJRA and accepted by CONSULTANT. Each Work Order shall constitute a separate and independent agreement between CONSULTANT and SJRA.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of CONSULTANT, returned to SJRA and countersigned by SJRA. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by SJRA and CONSULTANT.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate SJRA to issue, or CONSULTANT to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall be effective for a term of three (3) years from the date first set forth above unless terminated earlier in writing in accordance with Article 12.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and SJRA shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 – COMPENSATION AND PAYMENT

3.1 SJRA agrees to pay CONSULTANT, and CONSULTANT agrees to accept, as full and complete compensation for Services properly performed by CONSULTANT in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of Attachment A, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, CONSULTANT shall submit an invoice to SJRA, together with backup documentation required by SJRA and releases and waivers in forms acceptable to SJRA, covering all Services performed under any Work Order by CONSULTANT and its subconsultants, subcontractors and suppliers during the preceding calendar month. CONSULTANT shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. SJRA shall pay the amount it agrees to be due within thirty (30) days after receipt of such complete invoice and backup documentation.

3.3 SJRA shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect SJRA from loss or expected loss because of:

- (a) Services that are not in compliance with this Agreement or the applicable Work Order or any failure of CONSULTANT to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
- (b) third party suits, stop notices, claims or liens arising out of Services performed for which CONSULTANT is responsible pursuant to this Agreement and asserted or filed against SJRA or any of its property or portion thereof or improvements thereon provided that CONSULTANT fails to provide SJRA with sufficient evidence that CONSULTANT's insurance is adequate or shall cover the claim(s);
- (c) uninsured damage to any INDEMNITEE (hereinafter defined) which results from CONSULTANT's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by CONSULTANT or any of its subcontractors, subconsultants, or

suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or

(d) any failure of CONSULTANT to pay any subcontractor, subconsultant, or supplier of CONSULTANT the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. CONSULTANT will not include in its billings to SJRA any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by SJRA to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of SJRA's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred.

3.4 CONSULTANT agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from SJRA, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by CONSULTANT out of such payment made to CONSULTANT by SJRA. Further, provided that SJRA has paid CONSULTANT in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT shall defend and indemnify SJRA from and against any claims for payment asserted or filed by any such person or entity against SJRA, its project or property or CONSULTANT.

ARTICLE 4 – STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 CONSULTANT shall: (a) perform, supervise and direct the Services, using reasonable skill and attention, in a good, workmanlike and timely manner and in a reasonable and expeditious and economical manner consistent with the interests of SJRA; (b) exercise the degree of care, skill, and diligence in the performance of the Services in accordance with and consistent with the professional skill, care and diligence ordinarily provided by professional consultants of the same discipline practicing in major metropolitan areas under the same or similar circumstances; and (c) utilize reasonable skill, efforts, and judgment in furthering the interests of SJRA (collectively, the CONSULTANT's "Standard of Care").

4.2 Consistent with its Standard of Care, CONSULTANT shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep SJRA apprised of the status of Services, coordinate its activities with SJRA, and accommodate other activities of SJRA at sites that Services impact. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 CONSULTANT shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. Construction contractors of SJRA shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with SJRA. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, CONSULTANT shall notify SJRA if it observes violations of safety regulations or ordinances or quality

of work deficiencies by SJRA's construction contractors. CONSULTANT shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that CONSULTANT provides to SJRA any estimate of costs associated with construction, any such estimate shall be developed in accordance with CONSULTANT's Standard of Care, but it is recognized by the Parties that neither CONSULTANT nor SJRA has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from SJRA's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by CONSULTANT.

4.5 CONSULTANT hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, CONSULTANT shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, CONSULTANT shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONSULTANT certifies that there are no Conflicts of Interest, CONSULTANT shall indicate so by writing name of CONSULTANT's firm and "No Conflicts" on the TEC Form CIQ.

(c) If CONSULTANT is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONSULTANT shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONSULTANT agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONSULTANT has submitted said form to SJRA, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, CONSULTANT hereby verifies that CONSULTANT, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, CONSULTANT represents and certifies that, at the time of execution of this Agreement, neither CONSULTANT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

4.6 CONSULTANT acknowledges and agrees that projects of SJRA may be subject to review and approval by other third parties. Accordingly, as and when requested by SJRA, CONSULTANT shall

submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 CONSULTANT does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If SJRA reuses any Work Product without CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of SJRA, without liability to CONSULTANT.

ARTICLE 5 – COST RECORDS

5.1 CONSULTANT shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by CONSULTANT under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, CONSULTANT shall maintain records of direct costs for which SJRA is charged. SJRA shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. SJRA's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third party charges only. Except to the extent audit rights are granted to SJRA by applicable law, SJRA shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 – OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by CONSULTANT, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of SJRA are and shall remain SJRA's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of CONSULTANT, its subconsultants, subcontractors, and/or suppliers ("CONSULTANT Proprietary Information"). To this end, CONSULTANT agrees to and does hereby assign, grant, transfer, and convey to SJRA, its successors and assigns, CONSULTANT's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. CONSULTANT confirms that SJRA and its successors and assigns shall own CONSULTANT's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, CONSULTANT hereby grants SJRA a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties CONSULTANT Proprietary Information in connection with SJRA's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of SJRA or otherwise in connection with property or projects in which SJRA has an interest (whether by SJRA or a third party). CONSULTANT shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by CONSULTANT only with respect to the project in connection with which such Work Product was created and is not to be used on any other project. CONSULTANT and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of SJRA's copyright or other reserved rights. CONSULTANT agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local

Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. CONSULTANT shall deliver all copies of the Work Product to SJRA upon the earliest to occur of SJRA's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. CONSULTANT is entitled to retain copies of Work Product for its permanent project records.

6.2 CONSULTANT agrees that all information provided by SJRA in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by CONSULTANT without the prior written consent of SJRA, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by CONSULTANT otherwise known by CONSULTANT by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to CONSULTANT;
- (c) subsequently is developed independently by CONSULTANT, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of CONSULTANT's being a Party to this Agreement;
- (d) becomes known or available to CONSULTANT from a source other than SJRA and without breach of this Agreement by CONSULTANT or any other impropriety of CONSULTANT;
- (e) enters the public domain without breach of the Agreement by or other impropriety of CONSULTANT;
- (f) becomes available to CONSULTANT by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of SJRA;
- (h) was exchanged between SJRA and CONSULTANT and ten (10) years have subsequently elapsed since such exchange; or
- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 CONSULTANT shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as CONSULTANT normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 CONSULTANT will advise SJRA of any patents or proprietary rights and any royalties, licenses, or other charges which CONSULTANT knows or should know in the exercise of its Standard of Care impacts any design provided by CONSULTANT in connection with any Services, and obtain SJRA's prior written approval before proceeding with such Services. CONSULTANT shall not perform patent searches or evaluation of claims, but will assist SJRA in this regard if requested, pursuant to a written

change order in accordance with Paragraph 12.1, below. There will be no charge for CONSULTANT's existing patents.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, CONSULTANT shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. CONSULTANT shall not be considered a partner, affiliate, agent, or employee of SJRA and shall in no way have any authority to bind SJRA to any obligation.

ARTICLE 8 – WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with CONSULTANT's Standard of Care, SJRA, in its sole discretion, may: (1) direct CONSULTANT to re-perform and CONSULTANT shall re-perform such Services at its own expense, and as expediently or in the manner required for SJRA's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and CONSULTANT agrees to pay SJRA's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by SJRA as a result of such default. The obligations of CONSULTANT under this Paragraph 8.1 are in addition to other rights and remedies of SJRA available to it pursuant to this Agreement or applicable law.

8.2 CONSULTANT agrees to assign SJRA the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by CONSULTANT hereunder and cooperate and assist SJRA in SJRA's enforcement thereof. CONSULTANT's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of CONSULTANT under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and CONSULTANT makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and CONSULTANT shall have no liability to SJRA based upon any theory of liability that any such other warranty was made or breached.

8.3 CONSULTANT warrants and represents that: (i) CONSULTANT does not have any contracts with and does not provide supplies or services to any organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189 (a "Foreign Terrorist Organization"); or (ii) the United States government has affirmatively declared CONSULTANT to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a Foreign Terrorist Organization.

ARTICLE 9 – INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS SJRA AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (EACH AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), INCLUDING WITHOUT LIMITATION THOSE BROUGHT AGAINST OR INCURRED OR SUFFERED BY ANY ONE OR MORE OF THE INDEMNITEES AND THOSE ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD

PARTY, TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE; PROVIDED, HOWEVER, THAT CONSULTANT'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO THE PORTION (IF ANY) OF SUCH LOSSES THAT ARE CAUSED BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE OTHER THAN CONSULTANT OR ITS AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11.1(f) HEREOF OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1 Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential or special damages (excluding fines and penalties levied by a regulatory agency), even if caused by the sole or concurrent negligence of a Party, whether active or passive, and even if advised of the possibility thereof.

10.2 Nothing herein shall be construed as creating any personal liability on the part of any board member, officer, employee, or agent of SJRA.

ARTICLE 11 – INSURANCE

11.1 **General Requirements.** CONSULTANT shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and for not less than two years after the completion of any Services, provide and require all subconsultants and subcontractors to provide insurance coverage with companies lawfully authorized to do business in Texas and acceptable to SJRA and with forms of policies acceptable to SJRA, which coverage will protect CONSULTANT from claims set forth below which may arise out of or result from CONSULTANT's Services and operations under this Agreement and any Work Order for which CONSULTANT may be legally liable, whether such Services or operations are by CONSULTANT or a subconsultant or subcontractor of CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than the minimum requirements set forth in this Article 11. Such insurance is to be provided at the sole cost of CONSULTANT and all subconsultants and subcontractors. The terms

“subconsultant” and “subcontractor” for the purposes of this Article 11 shall include subconsultants and subcontractors of any tier.

(a) **Kinds of Claims**

- (1) claims under workers’ compensation, disability benefit and other similar employee benefit acts which are applicable to CONSULTANT’s Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT’s employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT’s employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (ii) by another person;
- (5) claims for damages other than to CONSULTANT’s work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) claims involving contractual liability insurance applicable to CONSULTANT’s indemnification obligations under this Agreement; and
- (8) claims for errors and omissions in the provision of professional consulting services of the kind rendered by CONSULTANT pursuant to this Agreement.

(b) **Policies and Minimum Limits of Liability**

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
A. Workers’ Compensation Texas Operations Employer’s Liability	Statutory Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit
B. Commercial General Liability Including but not limited to: 1. premises/operations 2. independent contractor 3. products and completed operations 4. personal injury liability with employment exclusion deleted 5. contractual	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence \$2,000,000 Personal and Advertising Injury \$300,000 Fire Damage Liability
C. Professional Liability	\$1,000,000 per claim \$2,000,000 Aggregate

D.	Business Automobile Liability Including all Owned, Hired, and Non-owned Automobiles	\$1,000,000 Combined Single Limit Per Occurrence
E.	Umbrella Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate Bodily Injury and Property Damage

* Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy other than Professional Liability Insurance; Commercial General Liability Insurance coverage limits shall be on a per-project basis.

(c) All required insurance shall be maintained with responsible insurance carriers acceptable to SJRA and lawfully authorized to issue insurance of the types and amounts set forth in this Article 11. Carriers should have a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VIII or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States* or be of sufficient size and financial strength as adjudged by SJRA to meet the financial obligations evidenced in the certificate of insurance.

(d) All certificates shall be in a form reasonably acceptable to SJRA and each certificate must state to the extent permitted by Texas Insurance Code Chapter 1811 that the policy may not expire or be cancelled, materially modified, or nonrenewed unless the carrier and/or CONSULTANT gives SJRA thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, CONSULTANT shall, prior to such expiration, supply SJRA with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to SJRA and written by carriers acceptable to SJRA and meeting the requirements of this Article 11. CONSULTANT shall or shall cause the applicable carrier or carriers to give written notice to SJRA within thirty (30) days of the date on which total claims by any Party against insurance provided pursuant to this Article 11 reduce the aggregate amount of coverage below the amounts required by this Article 11. In addition, CONSULTANT shall or shall cause the applicable carrier or carriers to provide SJRA with amendatory riders or endorsements to the Commercial General Liability Insurance policy that specify that the coverage limits apply on a per-project basis.

(e) With respect to all policies required in this Article 11, as soon as practicable prior to execution of this Agreement, CONSULTANT shall deposit with SJRA true and correct original certificates thereof, bearing notations or accompanied by other evidence satisfactory to SJRA that the requirements of this Article 11 are being met. If requested to do so by SJRA, CONSULTANT shall also furnish the originals or certified copies of the insurance policies for inspection including but not limited to copies of endorsements.

(f) All policies of insurance and certificates, with the exception of Professional Liability and Workers' Compensation Insurance, shall name the INDEMNITEES as additional insureds. Without limiting the foregoing, CONSULTANT's Commercial General Liability Insurance policy shall name the INDEMNITEES as additional insureds pursuant to ISO Additional Insured Endorsements CG 20-10-10-01 and CG 20-33-10-01 or their combined equivalents. Further, the CONSULTANT shall provide the INDEMNITEES any defense provided by its Commercial General Liability Insurance policy to the fullest extent allowed by law.

(g) CONSULTANT hereby waives all rights of recovery and damages against the INDEMNITEES to the extent such damages are covered or should have been covered by the insurance obtained or required to be obtained by CONSULTANT under this Agreement. All of CONSULTANT's policies of insurance, with the exception of Professional Liability Insurance, shall include a waiver of subrogation in favor of the INDEMNITEES.

(h) The Parties intend that the CONSULTANT'S insurance shall be primary and non-contributing with respect to any other insurance maintained by SJRA and all policies of insurance obtained by CONSULTANT shall be endorsed to be primary and non-contributing with respect to any other insurance maintained by SJRA.

(i) If any policy required to be purchased pursuant to this Article 11 is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention, or similar self-insurance mechanism shall be the sole responsibility of CONSULTANT in the event of any loss and CONSULTANT hereby waives any claim therefor against any INDEMNITEE.

(j) CONSULTANT shall require and cause its subconsultants and subcontractors to purchase and maintain the insurance policies set forth in Paragraph 11.1(b) above with limits of liability commensurate with the amount of each subconsulting or subcontract agreement, but in no case less than \$500,000 per occurrence. CONSULTANT shall provide copies of insurance certificates for all such insurance to SJRA prior to any subconsultant's or subcontractor's performance of any Services.

(k) If CONSULTANT fails to procure or to maintain in force the insurance required by this Article 11, SJRA may secure such insurance and the costs thereof shall be borne by CONSULTANT. CONSULTANT shall reimburse SJRA the cost of such insurance plus a ten percent (10%) administrative charge within ten (10) days after billing by SJRA. Any sum remaining unpaid fifteen (15) days after billing by SJRA shall bear interest at the rate of twelve percent (12%) per annum until paid by CONSULTANT. Except to the extent prohibited by Subchapter C of Chapter 151 of the Texas Insurance Code, CONSULTANT shall defend, indemnify, and hold harmless the INDEMNITEES from and against any and all losses, claims, damages, and expenses (including, without limitations, court costs, costs of defense, and attorneys' fees), that any INDEMNITEE may incur as a result of CONSULTANT's failure to obtain or cause to be obtained the specific endorsements or insurance required pursuant to this Agreement. Failure of any INDEMNITEE to identify any deficiency in the insurance forms provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance and to cause such insurance to be maintained.

(l) CONSULTANT's compliance with the provisions of this Article 11 shall not be deemed to constitute a limitation of CONSULTANT's liability with respect to claims covered by insurance provided or required pursuant to this Article 11 or in any way limit, modify, or otherwise affect CONSULTANT's obligation under this Agreement or otherwise. CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES shall not be limited in any way by any insurance required of CONSULTANT by this Agreement or otherwise provided or maintained by CONSULTANT. Any insurance obligations of CONSULTANT under this Agreement are independent from CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONSULTANT or any subcontractor, or the failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.

(m) If requested by SJRA, CONSULTANT shall furnish or shall cause to be furnished any such other insurance or limits as SJRA may reasonably deem necessary for any Work Order or Orders and the cost thereof shall be charged to SJRA by appropriate modification of any such Order(s).

ARTICLE 12 – CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 SJRA may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of CONSULTANT, shall impact CONSULTANT's compensation or schedule, then (a) such changes shall be authorized by written change order issued by SJRA and accepted by CONSULTANT, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 SJRA may for convenience terminate this Agreement, any Work Order issued under this Agreement, or CONSULTANT's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, SJRA shall have the right but not the obligation to assume all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the Services terminated, and SJRA shall pay CONSULTANT, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided SJRA has pre-approved such costs. CONSULTANT shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, CONSULTANT shall invoice SJRA for all services performed by CONSULTANT prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by SJRA and SJRA's receipt of all Work Product.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that SJRA terminates this Agreement or any Work Order for cause, CONSULTANT shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to SJRA's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, CONSULTANT is declared in default and/or terminated by SJRA under any Work Order with SJRA, SJRA shall have the right to offset and apply any amounts which might be owed to SJRA by CONSULTANT against any earned but unpaid amounts owed to CONSULTANT by SJRA under any Work Order. In the event any Work Order is terminated by SJRA, CONSULTANT shall promptly deliver to SJRA all Work Product with respect to such terminated Work Order.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of CONSULTANT contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage,

terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by CONSULTANT and (ii) prevents the performance of Services.

13.2 If CONSULTANT is affected by Force Majeure, CONSULTANT shall promptly provide notice to SJRA, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five days after CONSULTANT first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on CONSULTANT's ability to communicate with SJRA. CONSULTANT shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14 – SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 SJRA and CONSULTANT bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by CONSULTANT or SJRA without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which CONSULTANT has elected to subcontract, CONSULTANT will notify SJRA in writing of the identity of the particular subcontractor, subconsultant or supplier CONSULTANT intends to employ for the performance of such part of the Services and the scope of Services it will perform. SJRA shall have the right within twenty-one (21) calendar days of such written notice to disallow CONSULTANT's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by CONSULTANT as a result of such disallowance shall be borne by SJRA.

ARTICLE 15 – SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect.

15.2 Failure by SJRA in any instance to insist upon observance or performance by CONSULTANT of any term, condition or obligation of this Agreement shall not be deemed a waiver by SJRA of any such observance or performance. No waiver by SJRA of any term, condition, obligation or breach of this Agreement will be binding upon SJRA unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by SJRA to CONSULTANT with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16 – LICENSE REQUIREMENTS

16.1 The CONSULTANT and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 – GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Montgomery County, Texas.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which SJRA and CONSULTANT have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of CONSULTANT shall meet with the General Manager of SJRA at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Montgomery County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to Conroe, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Article 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event SJRA and any other consultant and/or any contractor are involved in a dispute in connection with a project for which CONSULTANT has provided Services, and SJRA, in its sole discretion, determines that CONSULTANT's participation in any dispute resolution meeting or mediation proceeding between SJRA and any such consultant and/or contractor is necessary to the resolution of such dispute, CONSULTANT agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If CONSULTANT brings any claim against SJRA and CONSULTANT does not prevail with respect to such claim, CONSULTANT shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

ARTICLE 20 – ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of SJRA, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of SJRA regarding electronic signatures shall apply.

ARTICLE 21 – CONFIDENTIALITY

21.1 Neither CONSULTANT nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of SJRA, unless such materials have first been reviewed and approved in writing by SJRA. This provision shall not apply to mandatory reports which CONSULTANT or its subconsultants are required by law to file with governmental authorities.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:
GeoSolutions, LLC

By: [Signature]
Stephen M. Chruszczak, RPLS
Vice President

Date: 9/1/20

ATTEST:
[Signature]

SJRA:
San Jacinto River Authority

By: [Signature]
Jack A. Houston
General Manager

Date: 09/24/2020

ATTEST:
[Signature]



ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, SJRA will compensate CONSULTANT on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

3.25 for professional and non-professional staff working at CONSULTANT or its subcontractor, subconsultant, or vendor offices

2.85 for professional and non-professional staff working in the field during construction or at SJRA offices for a minimum period of six (6) consecutive months

2.75 for construction inspectors working in the field

(b) EXPENSES

"Billable Expenses" include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" include: subconsultants; travel expenses to and from locations outside Harris and Montgomery Counties; and copies of all deliverables submitted to SJRA. All local vehicle use outside Harris and Montgomery Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

SJRA will compensate CONSULTANT on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. SJRA may ask CONSULTANT for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. CONSULTANT will submit and SJRA will pay monthly invoices based on the mutually agreed upon percentage of the project completed.

San Jacinto River Authority
Survey for Flood Early Warning System for San Jacinto County
Work Order No. __

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. 19-0037-4, between the SJRA and CONSULTANT effective September 24, 2020.

Work Order Date: _____

CONSULTANT: GeoSolutions, LLC

Type of Compensation: Lump Sum

Compensation: _____

Location of Services: San Jacinto County, Texas

Description of Services: Professional survey services for Flood Early Warning System for San Jacinto County.

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Jace A. Houston

Title: General Manager

and

GeoSolutions, LLC

By: _____

Name: _____

Title: _____

San Jacinto River Authority
Survey for Flood Early Warning System for San Jacinto County
Work Order No. __

SCOPE OF WORK

General

The following scope generally describes the efforts associated with surveying support for the San Jacinto River Authority's (SJRA) Flood Early Warning System for San Jacinto County project. The scope includes topographic survey and monument installation services at three identified locations in San Jacinto County where the SJRA anticipates installing rain and stream gages.

The Consultant shall provide:

Task 1X01 – Topographic Survey and Monument Installation
XDPM000X.100X.2X00X.30160

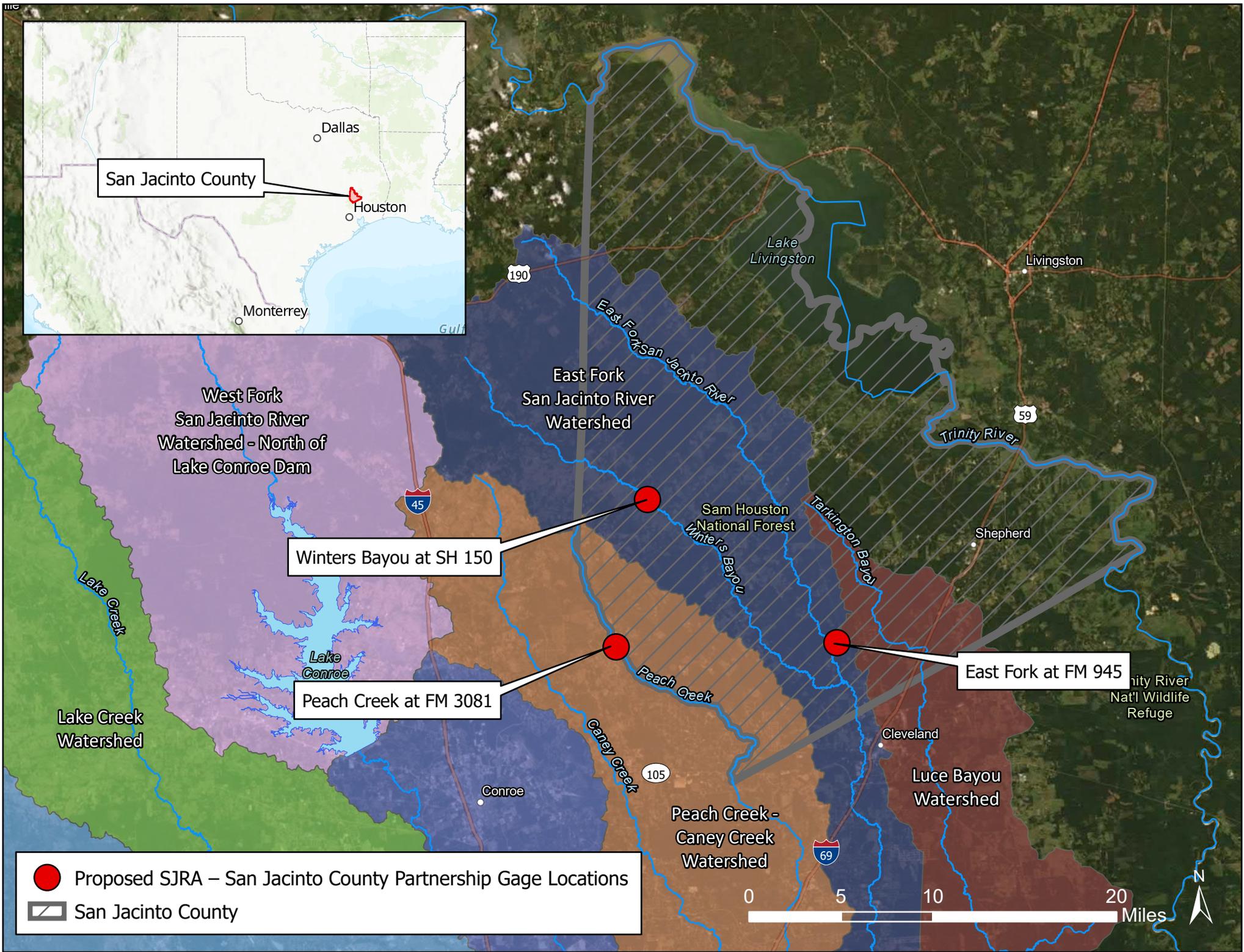
1. Conduct field topographic survey for Flood Early Warning System for San Jacinto County in accordance with the Manual of Practice for Land Surveying in Texas for a Category 6, Condition II survey including but not limited to the following:
 - a. Project limits include three locations in San Jacinto County identified as potential gage installation sites. See Exhibit A.
 - b. Establish up to one (1) Permanent Benchmark on site at each identified location tied to the NAVD29. Benchmark to be marked with brass disk monument.
 - c. Up to 10 points at each location as directed by SJRA to be depicted on topographic survey map deliverables.
2. Consultant shall notify assigned SJRA Project Manager in writing that Consultant has expended eighty percent (80%) of the currently approved SJRA Professional Services Agreement and/or Work Order amount within seven (7) calendar days of Consultant reaching this expenditure milestone (80% expenditure milestone). Written notification shall be provided regardless of compensation type (i.e. lump sum, cost-plus multiplier, time-and-materials, etc.). Written notification shall include a statement by Consultant indicating whether remaining amount is adequate to complete current SJRA approved Professional Services Agreement and/or Work Order Scope of Work.

Deliverables:

Draft Topographic Survey Map – Submit two (2) electronic versions (.pdf and .dwg) via SharePoint to SJRA within 15 calendar days of Notice-to-Proceed (NTP).

Final Topographic Survey Map – Submit one (1) hardcopy on 22"x34" sheet(s) and two (2) electronic versions (.pdf and .dwg) via SharePoint to SJRA within 30 calendar days of NTP.

Provide all GIS data from the project in the format of either shapefiles (.shp) or Geodatabase (.gdb). Projection to be NAD83 Texas Coordinate System, Central Zone FIPS 4204 (US feet). Please reference the GIS Spatial Data Standards document (hard copy provided or located on the SJRA Specification site in SharePoint) for further details.



- Proposed SJRA – San Jacinto County Partnership Gage Locations
- ▨ San Jacinto County

Exhibit A



25211 Grogans Mill, Suite 375
 The Woodlands, Texas 77380
 Tel.: 281-681-9766
 Firm No. 100159-00

Estimate for Survey Services

DRAFT

Client Name: Kitt Crabb, EIT
 Business Name: San Jacinto River Authority
 1577 Dam Site Rd.,
 Conroe, TX 77304
 Phone: 936-828-3923

Professional Land Surveying Services

Topographic Survey of up to 10 points each at three (3) SJRA Gauge locations as depicted on attached exhibit

Topographic Survey for three (3) SJRA Gauge locations

Description	Hours	Rate	Cost
2 - Man Crew	40	\$ 140.00	\$ 5,600.00
RPLS	2	\$ 135.00	\$ 270.00
Survey Technician	28	\$ 88.00	\$ 2,464.00
			\$ 8,334.00
Topographic Survey Fee			\$8,334.00

GeoSolutions will conduct a Category 6 Condition II Survey at 3 project locations collecting up to 10 points at each location, as directed by SJRA to be depicted on topographic map deliverables.

One (1) permanent project benchmark on site at each identified location tied to the NAVD29 datum. Benchmark to be marked with brass disk monument.

Scope of Services for this survey.

1. Project will be prepared in Texas South Central NAD 83, GEOID 18. Horizontal and Vertical values will be based on RTK GPS referenced to the Leica RTK network. DWG files will be prepared in **Grid** coordinate location.
2. Topographic Survey will be prepared using the requirements of the Texas Society of Professional Surveyors (Category 6B, Condition II).
3. GeoSolutions will prepare the survey in Civil 3D in **Grid** coordinate location.
5. Draft Survey deliverable will be completed within 14 business days of notice to proceed (signed/approved copy of this proposal). Final Survey deliverable will be completed within 21 days of notice to proceed.
6. Payment terms will be net 30 days, from delivery of survey.

If you have any questions, please do not hesitate to call

Signed: _____
 Mary Chruszczak, RPLS

Approved _____

Date: October 9, 2020

Date: _____

(If approved, initial survey request, sign above and return by fax

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 20-0097**

This Professional Services Agreement (the “Agreement”) is made and entered into effective as of the 16th day of September, 2020, by and between the San Jacinto River Authority, a conservation and reclamation district of the State of Texas, (“SJRA”) with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304,

and

Half Associates, Inc., a corporation organized under the laws of the State of Texas, (“CONSULTANT”) with principal offices located at 1201 North Bowser Road, Richardson, Texas 75081-2275.

SJRA and CONSULTANT are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

The Parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT agrees to perform professional services (the “Services”) related to Flood Management Support as are requested from time to time by SJRA, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as Attachment B, issued from time to time by SJRA and accepted by CONSULTANT. Each Work Order shall constitute a separate and independent agreement between CONSULTANT and SJRA.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of CONSULTANT, returned to SJRA and countersigned by SJRA. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by SJRA and CONSULTANT.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate SJRA to issue, or CONSULTANT to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall be effective for a term of one (1) year from the date first set forth above and shall be automatically renewed without action by either Party for subsequent terms of one year unless terminated earlier in writing in accordance with Article 12.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and SJRA shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 – COMPENSATION AND PAYMENT

3.1 SJRA agrees to pay CONSULTANT, and CONSULTANT agrees to accept, as full and complete compensation for Services properly performed by CONSULTANT in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of Attachment A, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, CONSULTANT shall submit an invoice to SJRA, together with backup documentation required by SJRA and releases and waivers in forms acceptable to SJRA, covering all Services performed under any Work Order by CONSULTANT and its subconsultants, subcontractors and suppliers during the preceding calendar month. CONSULTANT shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. SJRA shall pay the amount it agrees to be due within thirty (30) days after receipt of such complete invoice and backup documentation.

3.3 SJRA shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect SJRA from loss or expected loss because of:

(a) Services that are not in compliance with this Agreement or the applicable Work Order or any failure of CONSULTANT to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens arising out of Services performed for which CONSULTANT is responsible pursuant to this Agreement and asserted or filed against SJRA or any of its property or portion thereof or improvements thereon provided that CONSULTANT fails to provide SJRA with sufficient evidence that CONSULTANT's insurance is adequate or shall cover the claim(s);

(c) uninsured damage to any INDEMNITEE (hereinafter defined) which results from CONSULTANT's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by CONSULTANT or any of its subcontractors, subconsultants, or

suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or

(d) any failure of CONSULTANT to pay any subcontractor, subconsultant, or supplier of CONSULTANT the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. CONSULTANT will not include in its billings to SJRA any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by SJRA to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of SJRA's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred.

3.4 CONSULTANT agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from SJRA, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by CONSULTANT out of such payment made to CONSULTANT by SJRA. Further, provided that SJRA has paid CONSULTANT in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT shall defend and indemnify SJRA from and against any claims for payment asserted or filed by any such person or entity against SJRA, its project or property or CONSULTANT.

ARTICLE 4 – STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 CONSULTANT shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer (collectively, the CONSULTANT's "Standard of Care").

4.2 Consistent with its Standard of Care, CONSULTANT shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep SJRA apprised of the status of Services, coordinate its activities with SJRA, and accommodate other activities of SJRA at sites that Services impact. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 CONSULTANT shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. Construction contractors of SJRA shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with SJRA. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, CONSULTANT shall notify SJRA if it observes violations of safety regulations or ordinances or quality of work deficiencies by SJRA's construction contractors. CONSULTANT shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that CONSULTANT provides to SJRA any estimate of costs associated with construction, any such estimate shall be developed in accordance with CONSULTANT's Standard of Care, but it is recognized by the Parties that neither CONSULTANT nor SJRA has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from SJRA's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by CONSULTANT.

4.5 CONSULTANT hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, CONSULTANT shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, CONSULTANT shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONSULTANT certifies that there are no Conflicts of Interest, CONSULTANT shall indicate so by writing name of CONSULTANT's firm and "No Conflicts" on the TEC Form CIQ.

(c) If CONSULTANT is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONSULTANT shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONSULTANT agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONSULTANT has submitted said form to SJRA, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, CONSULTANT hereby verifies that CONSULTANT, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, CONSULTANT represents and certifies that, at the time of execution of this Agreement, neither CONSULTANT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

4.6 CONSULTANT acknowledges and agrees that projects of SJRA may be subject to review and approval by other third parties. Accordingly, as and when requested by SJRA, CONSULTANT shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 CONSULTANT does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If SJRA reuses any Work Product without CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of SJRA, without liability to CONSULTANT.

ARTICLE 5 – COST RECORDS

5.1 CONSULTANT shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by CONSULTANT under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, CONSULTANT shall maintain records of direct costs for which SJRA is charged. SJRA shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. SJRA's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third party charges only. Except to the extent audit rights are granted to SJRA by applicable law, SJRA shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 – OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by CONSULTANT, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of SJRA are and shall remain SJRA's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of CONSULTANT, its subconsultants, subcontractors, and/or suppliers ("CONSULTANT Proprietary Information"). To this end, CONSULTANT agrees to and does hereby assign, grant, transfer, and convey to SJRA, its successors and assigns, CONSULTANT's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. CONSULTANT confirms that SJRA and its successors and assigns shall own CONSULTANT's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, CONSULTANT hereby grants SJRA a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties CONSULTANT Proprietary Information in connection with SJRA's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of SJRA or otherwise in connection with property or projects in which SJRA has an interest (whether by SJRA or a third party). CONSULTANT shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by CONSULTANT only with respect to the project in connection with which such Work Product was created and is not to be used on any other project. CONSULTANT and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of SJRA's copyright or other reserved rights. CONSULTANT agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. CONSULTANT shall deliver all copies of the Work Product to SJRA upon the earliest to occur of SJRA's request, completion of Services in connection with which Work Product was created, or

termination of this Agreement. CONSULTANT is entitled to retain copies of Work Product for its permanent project records.

6.2 CONSULTANT agrees that all information provided by SJRA in connection with Services shall be considered and kept confidential (“Confidential Information”), and shall not be reproduced, transmitted, used, or disclosed by CONSULTANT without the prior written consent of SJRA, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by CONSULTANT otherwise known by CONSULTANT by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to CONSULTANT;
- (c) subsequently is developed independently by CONSULTANT, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of CONSULTANT’s being a Party to this Agreement;
- (d) becomes known or available to CONSULTANT from a source other than SJRA and without breach of this Agreement by CONSULTANT or any other impropriety of CONSULTANT;
- (e) enters the public domain without breach of the Agreement by or other impropriety of CONSULTANT;
- (f) becomes available to CONSULTANT by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of SJRA;
- (h) was exchanged between SJRA and CONSULTANT and ten (10) years have subsequently elapsed since such exchange; or
- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 CONSULTANT shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as CONSULTANT normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 CONSULTANT will advise SJRA of any patents or proprietary rights and any royalties, licenses, or other charges which CONSULTANT knows or should know in the exercise of its Standard of Care impacts any design provided by CONSULTANT in connection with any Services, and obtain SJRA’s prior written approval before proceeding with such Services. CONSULTANT shall not perform patent searches or evaluation of claims, but will assist SJRA in this regard if requested, pursuant to a written change order in accordance with Paragraph 12.1, below. There will be no charge for CONSULTANT’s existing patents.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, CONSULTANT shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. CONSULTANT shall not be considered a partner, affiliate, agent, or employee of SJRA and shall in no way have any authority to bind SJRA to any obligation.

ARTICLE 8 – WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with CONSULTANT’s Standard of Care, SJRA, in its sole discretion, may: (1) direct CONSULTANT to re-perform and CONSULTANT shall re-perform such Services at its own expense, and as expediently or in the manner required for SJRA’s needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and CONSULTANT agrees to pay SJRA’s costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by SJRA as a result of such default. The obligations of CONSULTANT under this Paragraph 8.1 are in addition to other rights and remedies of SJRA available to it pursuant to this Agreement or applicable law.

8.2 CONSULTANT agrees to assign SJRA the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by CONSULTANT hereunder and cooperate and assist SJRA in SJRA’s enforcement thereof. CONSULTANT’s responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of CONSULTANT under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and CONSULTANT makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and CONSULTANT shall have no liability to SJRA based upon any theory of liability that any such other warranty was made or breached.

ARTICLE 9 – INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS SJRA AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (EACH AN “INDEMNITEE” AND COLLECTIVELY, THE “INDEMNITEES”), FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS’ FEES AND ATTORNEYS’ FEES) (COLLECTIVELY, “LOSSES”), INCLUDING WITHOUT LIMITATION THOSE BROUGHT AGAINST OR INCURRED OR SUFFERED BY ANY ONE OR MORE OF THE INDEMNITEES AND THOSE ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE; PROVIDED, HOWEVER, THAT CONSULTANT’S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO THE PORTION (IF ANY)

OF SUCH LOSSES THAT ARE CAUSED BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE OTHER THAN CONSULTANT OR ITS AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11.1(f) HEREOF OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1 Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential or special damages (excluding fines and penalties levied by a regulatory agency), even if caused by the sole or concurrent negligence of a Party, whether active or passive, and even if advised of the possibility thereof.

10.2 Nothing herein shall be construed as creating any personal liability on the part of any board member, officer, employee, or agent of SJRA.

ARTICLE 11 – INSURANCE

11.1 **General Requirements.** CONSULTANT shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and for not less than two years after the completion of any Services, provide and require all subconsultants and subcontractors to provide insurance coverage with companies lawfully authorized to do business in Texas and acceptable to SJRA and with forms of policies acceptable to SJRA, which coverage will protect CONSULTANT from claims set forth below which may arise out of or result from CONSULTANT's Services and operations under this Agreement and any Work Order for which CONSULTANT may be legally liable, whether such Services or operations are by CONSULTANT or a subconsultant or subcontractor of CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than the minimum requirements set forth in this Article 11. Such insurance is to be provided at the sole cost of CONSULTANT and all subconsultants and subcontractors. The terms "subconsultant" and "subcontractor" for the purposes of this Article 11 shall include subconsultants and subcontractors of any tier.

(a) **Kinds of Claims**

- (1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to CONSULTANT's Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT's employees;

- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (ii) by another person;
- (5) claims for damages other than to CONSULTANT's work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) claims involving contractual liability insurance applicable to CONSULTANT's indemnification obligations under this Agreement; and
- (8) claims for errors and omissions in the provision of professional consulting services of the kind rendered by CONSULTANT pursuant to this Agreement.

(b) **Policies and Minimum Limits of Liability**

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
A. Workers' Compensation Texas Operations Employer's Liability	Statutory Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit
B. Commercial General Liability Including but not limited to: 1. premises/operations 2. independent contractor 3. products and completed operations 4. personal injury liability with employment exclusion deleted 5. contractual	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence \$2,000,000 Personal and Advertising Injury \$300,000 Fire Damage Liability
C. Professional Liability	\$1,000,000 per claim \$2,000,000 Aggregate
D. Business Automobile Liability Including all Owned, Hired, and Non-owned Automobiles	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate Bodily Injury and Property Damage

* Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy other than Professional Liability Insurance; Commercial General Liability Insurance coverage limits shall be on a per-project basis.

(c) All required insurance shall be maintained with responsible insurance carriers acceptable to SJRA and lawfully authorized to issue insurance of the types and amounts set forth in this Article 11. Carriers should have a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VIII or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States* or be of sufficient size and financial strength as adjudged by SJRA to meet the financial obligations evidenced in the certificate of insurance.

(d) All certificates shall be in a form reasonably acceptable to SJRA and each certificate must state to the extent permitted by Texas Insurance Code Chapter 1811 that the policy may not expire or be cancelled, materially modified, or nonrenewed unless the carrier and/or CONSULTANT gives SJRA thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, CONSULTANT shall, prior to such expiration, supply SJRA with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to SJRA and written by carriers acceptable to SJRA and meeting the requirements of this Article 11. CONSULTANT shall or shall cause the applicable carrier or carriers to give written notice to SJRA within thirty (30) days of the date on which total claims by any Party against insurance provided pursuant to this Article 11 reduce the aggregate amount of coverage below the amounts required by this Article 11. In addition, CONSULTANT shall or shall cause the applicable carrier or carriers to provide SJRA with amendatory riders or endorsements to the Commercial General Liability Insurance policy that specify that the coverage limits apply on a per-project basis.

(e) With respect to all policies required in this Article 11, as soon as practicable prior to execution of this Agreement, CONSULTANT shall deposit with SJRA true and correct original certificates thereof, bearing notations or accompanied by other evidence satisfactory to SJRA that the requirements of this Article 11 are being met. If requested to do so by SJRA, CONSULTANT shall also furnish the originals or certified copies of the insurance policies for inspection including but not limited to copies of endorsements.

(f) All policies of insurance and certificates, with the exception of Professional Liability and Workers' Compensation Insurance, shall name the INDEMNITEES as additional insureds. Without limiting the foregoing, CONSULTANT's Commercial General Liability Insurance policy shall name the INDEMNITEES as additional insureds pursuant to ISO Additional Insured Endorsements CG 20-10-10-01 and CG 20-33-10-01 or their combined equivalents. Further, the CONSULTANT shall provide the INDEMNITEES any defense provided by its Commercial General Liability Insurance policy to the fullest extent allowed by law.

(g) CONSULTANT hereby waives all rights of recovery and damages against the INDEMNITEES to the extent such damages are covered or should have been covered by the insurance obtained or required to be obtained by CONSULTANT under this Agreement. All of CONSULTANT's policies of insurance, with the exception of Professional Liability Insurance, shall include a waiver of subrogation in favor of the INDEMNITEES.

(h) The Parties intend that the CONSULTANT'S insurance shall be primary and non-contributing with respect to any other insurance maintained by SJRA and all policies of insurance obtained by CONSULTANT shall be endorsed to be primary and non-contributing with respect to any other insurance maintained by SJRA.

(i) If any policy required to be purchased pursuant to this Article 11 is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention, or similar self-insurance mechanism shall be the sole responsibility of CONSULTANT in the event of any loss and CONSULTANT hereby waives any claim therefor against any INDEMNITEE.

(j) CONSULTANT shall require and cause its subconsultants and subcontractors to purchase and maintain the insurance policies set forth in Paragraph 11.1(b) above with limits of liability commensurate with the amount of each subconsulting or subcontract agreement, but in no case less than \$500,000 per occurrence. CONSULTANT shall provide copies of insurance certificates for all such insurance to SJRA prior to any subconsultant's or subcontractor's performance of any Services.

(k) If CONSULTANT fails to procure or to maintain in force the insurance required by this Article 11, SJRA may secure such insurance and the costs thereof shall be borne by CONSULTANT. CONSULTANT shall reimburse SJRA the cost of such insurance plus a ten percent (10%) administrative charge within ten (10) days after billing by SJRA. Any sum remaining unpaid fifteen (15) days after billing by SJRA shall bear interest at the rate of twelve percent (12%) per annum until paid by CONSULTANT. Except to the extent prohibited by Subchapter C of Chapter 151 of the Texas Insurance Code, CONSULTANT shall defend, indemnify, and hold harmless the INDEMNITEES from and against any and all losses, claims, damages, and expenses (including, without limitations, court costs, costs of defense, and attorneys' fees), that any INDEMNITEE may incur as a result of CONSULTANT's failure to obtain or cause to be obtained the specific endorsements or insurance required pursuant to this Agreement. Failure of any INDEMNITEE to identify any deficiency in the insurance forms provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance and to cause such insurance to be maintained.

(l) CONSULTANT's compliance with the provisions of this Article 11 shall not be deemed to constitute a limitation of CONSULTANT's liability with respect to claims covered by insurance provided or required pursuant to this Article 11 or in any way limit, modify, or otherwise affect CONSULTANT's obligation under this Agreement or otherwise. CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES shall not be limited in any way by any insurance required of CONSULTANT by this Agreement or otherwise provided or maintained by CONSULTANT. Any insurance obligations of CONSULTANT under this Agreement are independent from CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONSULTANT or any subcontractor, or the failure or any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.

(m) If requested by SJRA, CONSULTANT shall furnish or shall cause to be furnished any such other insurance or limits as SJRA may reasonably deem necessary for any Work Order or Orders and the cost thereof shall be charged to SJRA by appropriate modification of any such Order(s).

ARTICLE 12 – CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 SJRA may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of CONSULTANT, shall impact CONSULTANT's compensation or schedule, then (a) such changes shall be authorized by written change order issued by SJRA and accepted by CONSULTANT, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 SJRA may for convenience terminate this Agreement, any Work Order issued under this Agreement, or CONSULTANT's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, SJRA shall have the right but not the obligation to assume all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the Services terminated, and SJRA shall pay CONSULTANT, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided SJRA has pre-approved such costs. CONSULTANT shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, CONSULTANT shall invoice SJRA for all services performed by CONSULTANT prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by SJRA and SJRA's receipt of all Work Product.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that SJRA terminates this Agreement or any Work Order for cause, CONSULTANT shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to SJRA's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, CONSULTANT is declared in default and/or terminated by SJRA under any Work Order with SJRA, SJRA shall have the right to offset and apply any amounts which might be owed to SJRA by CONSULTANT against any earned but unpaid amounts owed to CONSULTANT by SJRA under any Work Order. In the event any Work Order is terminated by SJRA, CONSULTANT shall promptly deliver to SJRA all Work Product with respect to such terminated Work Order.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of CONSULTANT contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by CONSULTANT and (ii) prevents the performance of Services.

13.2 If CONSULTANT is affected by Force Majeure, CONSULTANT shall promptly provide notice to SJRA, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five days after CONSULTANT first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on CONSULTANT's ability to communicate with SJRA. CONSULTANT shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14 – SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 SJRA and CONSULTANT bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by CONSULTANT or SJRA without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which CONSULTANT has elected to subcontract, CONSULTANT will notify SJRA in writing of the identity of the particular subcontractor, subconsultant or supplier CONSULTANT intends to employ for the performance of such part of the Services and the scope of Services it will perform. SJRA shall have the right within twenty-one (21) calendar days of such written notice to disallow CONSULTANT's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by CONSULTANT as a result of such disallowance shall be borne by SJRA.

ARTICLE 15 – SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect.

15.2 Failure by SJRA in any instance to insist upon observance or performance by CONSULTANT of any term, condition or obligation of this Agreement shall not be deemed a waiver by SJRA of any such observance or performance. No waiver by SJRA of any term, condition, obligation or breach of this Agreement will be binding upon SJRA unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by SJRA to CONSULTANT with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16 – LICENSE REQUIREMENTS

16.1 The CONSULTANT and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 – GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Montgomery County, Texas.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which SJRA and CONSULTANT have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of CONSULTANT shall meet with the General Manager of SJRA at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Montgomery County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to Conroe, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Article 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event SJRA and any other consultant and/or any contractor are involved in a dispute in connection with a project for which CONSULTANT has provided Services, and SJRA, in its sole discretion, determines that CONSULTANT's participation in any dispute resolution meeting or mediation proceeding between SJRA and any such consultant and/or contractor is necessary to the resolution of such dispute, CONSULTANT agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If CONSULTANT brings any claim against SJRA and CONSULTANT does not prevail with respect to such claim, CONSULTANT shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

ARTICLE 20 – ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of SJRA, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of SJRA regarding electronic signatures shall apply.

ARTICLE 21 – CONFIDENTIALITY

21.1 Neither CONSULTANT nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of SJRA, unless such materials have first been reviewed and approved in writing by SJRA. This provision shall not apply to mandatory reports which CONSULTANT or its subconsultants are required by law to file with governmental authorities.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

Half Associates, Inc.

By: _____

Sam Hinojosa, P.E.
Director of Water Resources

Date: September 15, 2020

ATTEST:

Ryan J. Fisher

SJRA:

San Jacinto River Authority

By: _____

Jace A. Houston
General Manager

Date: September 16, 2020

ATTEST:

Christie D. Bowman



ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, SJRA will compensate CONSULTANT on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

3.25 for professional and non-professional staff working at CONSULTANT or its subcontractor, subconsultant, or vendor offices

2.86 for professional and non-professional staff working in the field during construction or at SJRA offices for a minimum period of six (6) consecutive months

2.75 for construction inspectors working in the field

(b) EXPENSES

“Billable Expenses” include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). “Billable Expenses” include: subconsultants; travel expenses to and from locations outside Harris and Montgomery Counties; and copies of all deliverables submitted to SJRA. All local vehicle use outside Harris and Montgomery Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

SJRA will compensate CONSULTANT on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. SJRA may ask CONSULTANT for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. CONSULTANT will submit and SJRA will pay monthly invoices based on the mutually agreed upon percentage of the project completed.

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Professional Services Agreement, Contract No. _____, between the SJRA and CONSULTANT effective _____, 201_.

Work Order Date: _____

CONSULTANT: _____

Type of Compensation: _____

Compensation: _____

Location of Services: (County) _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Jace A. Houston

Title: General Manager

and

Half Associates, Inc.

By: _____

Name: _____

**San Jacinto River Authority
Flood Management Support
Work Order No. 1**

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. 20-0097, between the SJRA and CONSULTANT effective September 16, 2020.

Work Order Date: September 16, 2020

CONSULTANT: Halff Associates, Inc.

Type of Compensation: Cost Plus Multiplier with Not-to-Exceed

Compensation: \$25,000.00

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

Description of Services: Provide professional engineering services in support of SJRA Flood Management efforts as request by SJRA.

Deliverables: See Attached.

Schedule Requirements:

Commence Services: September 16, 2020

Completion of Services: August 31, 2021

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: 

Name: Jace A. Houston

Title: General Manager



and

Halff Associates, Inc.

By: 

Name: Sam Hinojosa, P.E.

Title: Director of Water Resources

**San Jacinto River Authority
Flood Management Support
Work Order No. 1**

SCOPE OF WORK

General

The following scope generally describes the efforts associated with on-demand professional services for Fiscal Year 2021 to assist the San Jacinto River Authority (SJRA) in meeting various objectives related to flood management.

The Consultant shall provide:

Task 1101 – Flood Management Support Services

1. Unless an emergency situation stipulates otherwise, Consultant and SJRA shall agree upon a Work Assignment prior to Consultant being authorized to perform each instance of work. Each Work Assignment shall include a general scope of work, schedule, and level of effort estimate.
2. Work Assignments could include, but are not limited to, the following:
 - a. Provision of data, documents, exhibits, etc. from the San Jacinto Regional Watershed Master Drainage Plan project as requested by SJRA for use in development of projects, grant/funding application support, or other efforts. Consultant shall not be expected to provide any services related to grants which, in the opinion of Consultant, could disqualify Consultant for being considered for performance of engineering efforts on projects for which grants are applied for.
3. Work Assignment Schedule Development and Updates: Develop, manage, monitor, update, and coordinate (in coordination with SJRA staff) Work Assignment schedules throughout the life of the project based on changes or necessary updates.
4. Document Control: SJRA shall utilize a SharePoint site to transmit data for this project. Consultant shall utilize this system as a management tool and repository of all data, reports, photographs, letters, memoranda, design documents, models, and other information as directed by SJRA.
5. Invoicing: Consultant shall submit invoices monthly by the 10th day of the month following the month being invoiced for. Invoices shall include a record of Consultant's activities and deliverables completed within the month, and note activities planned for the next month. Invoices shall be submitted to ap@sjra.net. Coordinate with SJRA Project Manager to determine appropriate format and content for invoice submittals.
6. Consultant shall notify assigned SJRA Project Manager in writing that Consultant has expended eighty percent (80%) of the currently approved Work Order amount within seven (7) calendar days of Consultant reaching this expenditure milestone (80% expenditure milestone). Written notification shall be provided regardless of compensation type (i.e., lump sum, cost-plus multiplier, time-and-materials, etc.). Written notification shall include a statement by Consultant indicating whether remaining amount is adequate to complete current SJRA approved Work Order Scope of Work.

In the event that additional effort by Consultant on an existing or proposed Work Assignment would cause Consultant's effort to exceed the total compensation amount of the Work Order,

**San Jacinto River Authority
Flood Management Support
Work Order No. 1**

an amendment to the Work Order will be executed prior to any further effort being performed by the Consultant, regardless of status of Work Assignments.

Deliverables:

Submit data, documents, exhibits, etc. as directed by SJRA.

As applicable, provide all GIS data from the project in the format of either shapefiles (.shp) or Geodatabase (.gdb). Projection to be NAD83 State Plane Texas Central FIPS 4204 (US feet). Please reference the GIS Spatial Data Standards document (hard copy provided or located on the SJRA Specification site in SharePoint) for further details.

{MASTER} PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. _____

This **{MASTER}** Professional Services Agreement (the “Agreement”) is made and entered into effective as of the ____ day of ____, 2020, by and between the San Jacinto River Authority, a conservation and reclamation district of the State of Texas, (“SJRA”) with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304,

and

_____, a [corporation, limited partnership, limited liability company] organized under the laws of the State of _____, (“CONSULTANT”) with principal offices located at _____.

SJRA and CONSULTANT are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

The Parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT agrees to perform professional services (the “Services”) related to _____ as are requested from time to time by SJRA, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as **Attachment B**, issued from time to time by SJRA and accepted by CONSULTANT. Each Work Order shall constitute a separate and independent agreement between CONSULTANT and SJRA.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of CONSULTANT, returned to SJRA and countersigned by SJRA. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by SJRA and CONSULTANT.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate SJRA to issue, or CONSULTANT to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

ARTICLE 2 – TERM OF AGREEMENT

2.1 **OPTION 1 for Master Agreement:** This Agreement shall be effective for a term of three (3) years from the date first set forth above unless terminated earlier in writing in accordance with Article 12. **OR** **OPTION 2 for Project-Specific PSA:** This Agreement shall be effective for a term of one (1) year from the date first set forth above and shall be automatically renewed without action by either Party for subsequent terms of one year unless terminated earlier in writing in accordance with Article 12.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and SJRA shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 – COMPENSATION AND PAYMENT

3.1 SJRA agrees to pay CONSULTANT, and CONSULTANT agrees to accept, as full and complete compensation for Services properly performed by CONSULTANT in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of **Attachment A**, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, CONSULTANT shall submit an invoice to SJRA, together with backup documentation required by SJRA and releases and waivers in forms acceptable to SJRA, covering all Services performed under any Work Order by CONSULTANT and its subconsultants, subcontractors and suppliers during the preceding calendar month. CONSULTANT shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. SJRA shall pay the amount it agrees to be due within thirty (30) days after receipt of such complete invoice and backup documentation.

3.3 SJRA shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect SJRA from loss or expected loss because of:

- (a) Services that are not in compliance with this Agreement or the applicable Work Order or any failure of CONSULTANT to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
- (b) third party suits, stop notices, claims or liens arising out of Services performed for which CONSULTANT is responsible pursuant to this Agreement and asserted or filed against SJRA or any of its property or portion thereof or improvements thereon provided that CONSULTANT fails to provide SJRA with sufficient evidence that CONSULTANT's insurance is adequate or shall cover the claim(s);

(c) uninsured damage to any INDEMNITEE (hereinafter defined) which results from CONSULTANT's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by CONSULTANT or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or

(d) any failure of CONSULTANT to pay any subcontractor, subconsultant, or supplier of CONSULTANT the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. CONSULTANT will not include in its billings to SJRA any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by SJRA to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of SJRA's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred.

3.4 CONSULTANT agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from SJRA, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by CONSULTANT out of such payment made to CONSULTANT by SJRA. Further, provided that SJRA has paid CONSULTANT in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT shall defend and indemnify SJRA from and against any claims for payment asserted or filed by any such person or entity against SJRA, its project or property or CONSULTANT.

ARTICLE 4 – STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 **OPTION 1: FOR PSA WITH ENGINEER OR ARCHITECT --** CONSULTANT shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent **[engineers][architects]** practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent **[engineer][architect]** (collectively, the CONSULTANT's "Standard of Care"). **OPTION 2: FOR PSA NOT WITH AN ENGINEER OR ARCHITECT --** CONSULTANT shall: (a) perform, supervise and direct the Services, using reasonable skill and attention, in a good, workmanlike and timely manner and in a reasonable and expeditious and economical manner consistent with the interests of SJRA; (b) exercise the degree of care, skill, and diligence in the performance of the Services in accordance with and consistent with the professional skill, care and diligence ordinarily provided by professional consultants of the same discipline practicing in major metropolitan areas under the same or similar circumstances; and (c) utilize reasonable skill, efforts, and judgment in furthering the interests of SJRA (collectively, the CONSULTANT's "Standard of Care").

4.2 Consistent with its Standard of Care, CONSULTANT shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep SJRA apprised of the status of Services, coordinate its activities with SJRA, and accommodate other activities of SJRA at sites that Services impact. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 CONSULTANT shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. Construction contractors of SJRA shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with SJRA. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, CONSULTANT shall notify SJRA if it observes violations of safety regulations or ordinances or quality of work deficiencies by SJRA's construction contractors. CONSULTANT shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that CONSULTANT provides to SJRA any estimate of costs associated with construction, any such estimate shall be developed in accordance with CONSULTANT's Standard of Care, but it is recognized by the Parties that neither CONSULTANT nor SJRA has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from SJRA's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by CONSULTANT.

4.5 CONSULTANT hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, CONSULTANT shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, CONSULTANT shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONSULTANT certifies that there are no Conflicts of Interest, CONSULTANT shall indicate so by writing name of CONSULTANT's firm and "No Conflicts" on the TEC Form CIQ.

(c) If CONSULTANT is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONSULTANT shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONSULTANT agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONSULTANT has submitted said form to SJRA, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, CONSULTANT hereby verifies that CONSULTANT, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, CONSULTANT represents and certifies that, at the time of execution of this Agreement, neither CONSULTANT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

4.6 CONSULTANT acknowledges and agrees that projects of SJRA may be subject to review and approval by other third parties. Accordingly, as and when requested by SJRA, CONSULTANT shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 CONSULTANT does not represent Work Product to be suitable for reuse on any other project or for any other purpose(s). If SJRA reuses any Work Product without CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of SJRA, without liability to CONSULTANT.

ARTICLE 5 – COST RECORDS

5.1 CONSULTANT shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by CONSULTANT under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, CONSULTANT shall maintain records of direct costs for which SJRA is charged. SJRA shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. SJRA's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third party charges only. Except to the extent audit rights are granted to SJRA by applicable law, SJRA shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 – OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by CONSULTANT, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of SJRA are and shall remain SJRA's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of CONSULTANT, its subconsultants, subcontractors, and/or suppliers ("CONSULTANT Proprietary Information"). To this end, CONSULTANT agrees to and does hereby assign, grant, transfer, and convey to SJRA, its successors and assigns, CONSULTANT's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. CONSULTANT confirms that SJRA and its successors and assigns shall own CONSULTANT's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, CONSULTANT hereby grants SJRA a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties CONSULTANT Proprietary Information in connection with SJRA's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of SJRA or otherwise in connection with property or projects in which SJRA has an interest (whether by SJRA or a third party). CONSULTANT shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is

to be used by CONSULTANT only with respect to the project in connection with which such Work Product was created and is not to be used on any other project. CONSULTANT and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of SJRA's copyright or other reserved rights. CONSULTANT agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. CONSULTANT shall deliver all copies of the Work Product to SJRA upon the earliest to occur of SJRA's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. CONSULTANT is entitled to retain copies of Work Product for its permanent project records.

6.2 CONSULTANT agrees that all information provided by SJRA in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by CONSULTANT without the prior written consent of SJRA, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by CONSULTANT otherwise known by CONSULTANT by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to CONSULTANT;
- (c) subsequently is developed independently by CONSULTANT, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of CONSULTANT's being a Party to this Agreement;
- (d) becomes known or available to CONSULTANT from a source other than SJRA and without breach of this Agreement by CONSULTANT or any other impropriety of CONSULTANT;
- (e) enters the public domain without breach of the Agreement by or other impropriety of CONSULTANT;
- (f) becomes available to CONSULTANT by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of SJRA;
- (h) was exchanged between SJRA and CONSULTANT and ten (10) years have subsequently elapsed since such exchange; or
- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 CONSULTANT shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as CONSULTANT normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 CONSULTANT will advise SJRA of any patents or proprietary rights and any royalties, licenses, or other charges which CONSULTANT knows or should know in the exercise of its Standard of Care impacts any design provided by CONSULTANT in connection with any Services, and obtain SJRA's prior written approval before proceeding with such Services. CONSULTANT shall not perform patent searches or evaluation of claims, but will assist SJRA in this regard if requested, pursuant to a written change order in accordance with Paragraph 12.1, below. There will be no charge for CONSULTANT's existing patents.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, CONSULTANT shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. CONSULTANT shall not be considered a partner, affiliate, agent, or employee of SJRA and shall in no way have any authority to bind SJRA to any obligation.

ARTICLE 8 – WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with CONSULTANT's Standard of Care, SJRA, in its sole discretion, may: (1) direct CONSULTANT to re-perform and CONSULTANT shall re-perform such Services at its own expense, and as expediently or in the manner required for SJRA's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and CONSULTANT agrees to pay SJRA's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by SJRA as a result of such default. The obligations of CONSULTANT under this Paragraph 8.1 are in addition to other rights and remedies of SJRA available to it pursuant to this Agreement or applicable law.

8.2 CONSULTANT agrees to assign SJRA the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by CONSULTANT hereunder and cooperate and assist SJRA in SJRA's enforcement thereof. CONSULTANT's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of CONSULTANT under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and CONSULTANT makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and CONSULTANT shall have no liability to SJRA based upon any theory of liability that any such other warranty was made or breached.

ARTICLE 9 – INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS SJRA AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (EACH AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), INCLUDING WITHOUT LIMITATION THOSE

BROUGHT AGAINST OR INCURRED OR SUFFERED BY ANY ONE OR MORE OF THE INDEMNITEES AND THOSE ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE; PROVIDED, HOWEVER, THAT CONSULTANT'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO THE PORTION (IF ANY) OF SUCH LOSSES THAT ARE CAUSED BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE OTHER THAN CONSULTANT OR ITS AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11.1(f) HEREOF OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1 NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (EXCLUDING FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY), EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

10.2 NOTHING HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY BOARD MEMBER, OFFICER, EMPLOYEE, OR AGENT OF SJRA.

ARTICLE 11 – INSURANCE

11.1 General Requirements. CONSULTANT shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and for not less than two years after the completion of any Services, provide and require all subconsultants and subcontractors to provide insurance coverage with companies lawfully authorized to do business in Texas and acceptable to SJRA and with forms of policies acceptable to SJRA, which coverage will protect CONSULTANT from claims set forth below which may arise out of or result from CONSULTANT's Services and operations under this Agreement

and any Work Order for which CONSULTANT may be legally liable, whether such Services or operations are by CONSULTANT or a subconsultant or subcontractor of CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than the minimum requirements set forth in this Article 11. Such insurance is to be provided at the sole cost of CONSULTANT and all subconsultants and subcontractors. The terms “subconsultant” and “subcontractor” for the purposes of this Article 11 shall include subconsultants and subcontractors of any tier.

(a) **Kinds of Claims**

- (1) claims under workers’ compensation, disability benefit and other similar employee benefit acts which are applicable to CONSULTANT’s Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT’s employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT’s employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (ii) by another person;
- (5) claims for damages other than to CONSULTANT’s work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) claims involving contractual liability insurance applicable to CONSULTANT’s indemnification obligations under this Agreement; and
- (8) claims for errors and omissions in the provision of professional consulting services of the kind rendered by CONSULTANT pursuant to this Agreement.

(b) **Policies and Minimum Limits of Liability**

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
A. Workers’ Compensation Texas Operations Employer’s Liability	Statutory Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit
B. Commercial General Liability Including but not limited to: 1. premises/operations 2. independent contractor 3. products and completed operations	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence \$2,000,000 Personal and Advertising Injury

4. personal injury liability with employment exclusion deleted 5. contractual	\$300,000 Fire Damage Liability
C. Professional Liability	\$1,000,000 per claim \$2,000,000 Aggregate
D. Business Automobile Liability Including all Owned, Hired, and Non-owned Automobiles	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate Bodily Injury and Property Damage

* Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy other than Professional Liability Insurance; Commercial General Liability Insurance coverage limits shall be on a per-project basis.

(c) All required insurance shall be maintained with responsible insurance carriers acceptable to SJRA and lawfully authorized to issue insurance of the types and amounts set forth in this Article 11. Carriers should have a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VIII or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States* or be of sufficient size and financial strength as adjudged by SJRA to meet the financial obligations evidenced in the certificate of insurance.

(d) All certificates shall be in a form reasonably acceptable to SJRA and each certificate must state to the extent permitted by Texas Insurance Code Chapter 1811 that the policy may not expire or be cancelled, materially modified, or nonrenewed unless the carrier and/or CONSULTANT gives SJRA thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, CONSULTANT shall, prior to such expiration, supply SJRA with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to SJRA and written by carriers acceptable to SJRA and meeting the requirements of this Article 11. CONSULTANT shall or shall cause the applicable carrier or carriers to give written notice to SJRA within thirty (30) days of the date on which total claims by any Party against insurance provided pursuant to this Article 11 reduce the aggregate amount of coverage below the amounts required by this Article 11. In addition, CONSULTANT shall or shall cause the applicable carrier or carriers to provide SJRA with amendatory riders or endorsements to the Commercial General Liability Insurance policy that specify that the coverage limits apply on a per-project basis.

(e) With respect to all policies required in this Article 11, as soon as practicable prior to execution of this Agreement, CONSULTANT shall deposit with SJRA true and correct original certificates thereof, bearing notations or accompanied by other evidence satisfactory to SJRA that the requirements of this Article 11 are being met. If requested to do so by SJRA, CONSULTANT shall also furnish the originals or certified copies of the insurance policies for inspection including but not limited to copies of endorsements.

(f) All policies of insurance and certificates, with the exception of Professional Liability and Workers' Compensation Insurance, shall name the INDEMNITEES as additional insureds. Without limiting the foregoing, CONSULTANT's Commercial General Liability Insurance policy shall name the INDEMNITEES as additional insureds pursuant to ISO Additional Insured

Endorsements CG 20-10-10-01 and CG 20-33-10-01 or their combined equivalents. Further, the CONSULTANT shall provide the INDEMNITEES any defense provided by its Commercial General Liability Insurance policy to the fullest extent allowed by law.

(g) CONSULTANT hereby waives all rights of recovery and damages against the INDEMNITEES to the extent such damages are covered or should have been covered by the insurance obtained or required to be obtained by CONSULTANT under this Agreement. All of CONSULTANT's policies of insurance, with the exception of Professional Liability Insurance, shall include a waiver of subrogation in favor of the INDEMNITEES.

(h) The Parties intend that the CONSULTANT'S insurance shall be primary and non-contributing with respect to any other insurance maintained by SJRA and all policies of insurance obtained by CONSULTANT shall be endorsed to be primary and non-contributing with respect to any other insurance maintained by SJRA.

(i) If any policy required to be purchased pursuant to this Article 11 is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention, or similar self-insurance mechanism shall be the sole responsibility of CONSULTANT in the event of any loss and CONSULTANT hereby waives any claim therefor against any INDEMNITEE.

(j) CONSULTANT shall require and cause its subconsultants and subcontractors to purchase and maintain the insurance policies set forth in Paragraph 11.1(b) above with limits of liability commensurate with the amount of each subconsulting or subcontract agreement, but in no case less than \$500,000 per occurrence. CONSULTANT shall provide copies of insurance certificates for all such insurance to SJRA prior to any subconsultant's or subcontractor's performance of any Services.

(k) If CONSULTANT fails to procure or to maintain in force the insurance required by this Article 11, SJRA may secure such insurance and the costs thereof shall be borne by CONSULTANT. CONSULTANT shall reimburse SJRA the cost of such insurance plus a ten percent (10%) administrative charge within ten (10) days after billing by SJRA. Any sum remaining unpaid fifteen (15) days after billing by SJRA shall bear interest at the rate of twelve percent (12%) per annum until paid by CONSULTANT. Except to the extent prohibited by Subchapter C of Chapter 151 of the Texas Insurance Code, CONSULTANT shall defend, indemnify, and hold harmless the INDEMNITEES from and against any and all losses, claims, damages, and expenses (including, without limitations, court costs, costs of defense, and attorneys' fees), that any INDEMNITEE may incur as a result of CONSULTANT's failure to obtain or cause to be obtained the specific endorsements or insurance required pursuant to this Agreement. Failure of any INDEMNITEE to identify any deficiency in the insurance forms provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance and to cause such insurance to be maintained.

(l) CONSULTANT's compliance with the provisions of this Article 11 shall not be deemed to constitute a limitation of CONSULTANT's liability with respect to claims covered by insurance provided or required pursuant to this Article 11 or in any way limit, modify, or otherwise affect CONSULTANT's obligation under this Agreement or otherwise. CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES shall not be limited in any way by any insurance required of CONSULTANT by this Agreement or otherwise provided or maintained by CONSULTANT. Any insurance obligations of CONSULTANT under this Agreement are independent from CONSULTANT's

obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONSULTANT or any subcontractor, or the failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.

(m) If requested by SJRA, CONSULTANT shall furnish or shall cause to be furnished any such other insurance or limits as SJRA may reasonably deem necessary for any Work Order or Orders and the cost thereof shall be charged to SJRA by appropriate modification of any such Order(s).

ARTICLE 12 – CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 SJRA may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of CONSULTANT, shall impact CONSULTANT's compensation or schedule, then (a) such changes shall be authorized by written change order issued by SJRA and accepted by CONSULTANT, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 SJRA may for convenience terminate this Agreement, any Work Order issued under this Agreement, or CONSULTANT's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, SJRA shall have the right but not the obligation to assume all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the Services terminated, and SJRA shall pay CONSULTANT, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided SJRA has pre-approved such costs. CONSULTANT shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, CONSULTANT shall invoice SJRA for all services performed by CONSULTANT prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by SJRA and SJRA's receipt of all Work Product.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that SJRA terminates this Agreement or any Work Order for cause, CONSULTANT shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to SJRA's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, CONSULTANT is declared in default and/or terminated by SJRA under any Work Order with SJRA, SJRA shall have the right to offset and apply any amounts which might be owed to SJRA by CONSULTANT against any earned but unpaid amounts owed to CONSULTANT by SJRA under any Work Order. In the event any Work Order is terminated by SJRA, CONSULTANT shall promptly deliver to SJRA all Work Product with respect to such terminated Work Order.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of CONSULTANT contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure.

“Force Majeure” shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by CONSULTANT and (ii) prevents the performance of Services.

13.2 If CONSULTANT is affected by Force Majeure, CONSULTANT shall promptly provide notice to SJRA, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five days after CONSULTANT first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on CONSULTANT’s ability to communicate with SJRA. CONSULTANT shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14 – SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 SJRA and CONSULTANT bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by CONSULTANT or SJRA without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which CONSULTANT has elected to subcontract, CONSULTANT will notify SJRA in writing of the identity of the particular subcontractor, subconsultant or supplier CONSULTANT intends to employ for the performance of such part of the Services and the scope of Services it will perform. SJRA shall have the right within twenty-one (21) calendar days of such written notice to disallow CONSULTANT’s employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by CONSULTANT as a result of such disallowance shall be borne by SJRA.

ARTICLE 15 – SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect.

15.2 Failure by SJRA in any instance to insist upon observance or performance by CONSULTANT of any term, condition or obligation of this Agreement shall not be deemed a waiver by SJRA of any such observance or performance. No waiver by SJRA of any term, condition, obligation or breach of this Agreement will be binding upon SJRA unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by SJRA to CONSULTANT with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16 – LICENSE REQUIREMENTS

16.1 The CONSULTANT and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 – GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Montgomery County, Texas.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which SJRA and CONSULTANT have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of CONSULTANT shall meet with the General Manager of SJRA at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Montgomery County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to Conroe, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Article 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event SJRA and any other consultant and/or any contractor are involved in a dispute in connection with a project for which CONSULTANT has provided Services, and SJRA, in its sole discretion, determines that CONSULTANT's participation in any dispute resolution meeting or mediation proceeding between SJRA and any such consultant and/or contractor is necessary to the resolution of such dispute, CONSULTANT agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If CONSULTANT brings any claim against SJRA and CONSULTANT does not prevail with respect to such claim, CONSULTANT shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

ARTICLE 20 – ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of SJRA, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of SJRA regarding electronic signatures shall apply.

ARTICLE 21 – CONFIDENTIALITY

21.1 Neither CONSULTANT nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of SJRA, unless such materials have first been reviewed and approved in writing by SJRA. This provision shall not apply to mandatory reports which CONSULTANT or its subconsultants are required by law to file with governmental authorities.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

Name

By: _____

Name
Title

Date: _____

ATTEST:

SJRA:

San Jacinto River Authority

By: _____

Jace A. Houston
General Manager

Date: _____

ATTEST:

ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, SJRA will compensate CONSULTANT on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

X.XX for professional and non-professional staff working at CONSULTANT or its subcontractor, subconsultant, or vendor offices

2.86 for professional and non-professional staff working in the field during construction or at SJRA offices for a minimum period of six (6) consecutive months

2.75 for construction inspectors working in the field

(b) EXPENSES

“Billable Expenses” include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). “Billable Expenses” include: subconsultants; travel expenses to and from locations outside Harris and Montgomery Counties; and copies of all deliverables submitted to SJRA. All local vehicle use outside Harris and Montgomery Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

SJRA will compensate CONSULTANT on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. SJRA may ask CONSULTANT for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. CONSULTANT will submit and SJRA will pay monthly invoices based on the mutually agreed upon percentage of the project completed.

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain **{MASTER}** Professional Services Agreement, Contract No. _____, between the SJRA and CONSULTANT effective _____, **2020**.

Work Order Date: _____

CONSULTANT: _____

Type of Compensation: _____

Compensation: _____

Location of Services: (County) _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Jace A. Houston

Title: General Manager

and

[CONSULTANT]

By: _____

Name: _____

San Jacinto River Authority
Flood Early Warning System for San Jacinto County Path Analysis Study
Work Order No. 1

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. _____, between the SJRA and CONSULTANT effective _____.

Work Order Date: _____

CONSULTANT: _____

Type of Compensation: _____

Compensation: \$_____

Location of Services: Montgomery and San Jacinto Counties, Texas

Description of Services: Radio path analysis study to determine feasibility of signals from proposed gage sites in San Jacinto County reaching SJRA repeaters in Montgomery County.

Deliverables: See Attached.

Schedule Requirements:

Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Jace A. Houston

Title: General Manager

and

[CONSULTANT]

By: _____

Name: _____

Title: _____

San Jacinto River Authority
Flood Early Warning System for San Jacinto County Path Analysis Study
Work Order No. 1

SCOPE OF WORK

General

The scope of work consists of a radio path analysis study to determine the feasibility of signals from three (3) proposed flood early warning system gage sites in San Jacinto County reaching SJRA's repeaters in Montgomery County.

The Consultant shall provide:

Task 1101 – Radio Path Analysis Study

1. Perform path analysis between three (3) proposed flood early warning system gage sites in San Jacinto County, as described below, and SJRA repeater locations in Montgomery County. Determine feasibility of signals reaching SJRA repeaters from each proposed gage site. If analysis determines that signals from any of the three (3) sites reaching the SJRA repeaters is not feasible, provide recommendations for additional equipment to be installed or steps to be taken to facilitate signals reaching between site(s) and repeaters. Prepare and submit a draft report summarizing analysis findings. Upon receipt of SJRA comments on the draft report, prepare and submit a final report.
2. Meetings: Consultant will participate in one (1) kick-off meeting with SJRA to discuss project expectations, schedule, and deliverables and confirm project goals. Project Update Meetings: Consultant will participate in monthly project status meetings with SJRA and others as necessary to present detailed status updates of the Project's progress and budget, and to discuss any issues identified.
3. Document Control: SJRA shall utilize a SharePoint site to transmit data for this project. Consultant shall utilize this system as a management tool and repository of all data, reports, photographs, letters, memoranda, design documents, models, and other information as directed by SJRA.
4. Invoicing: Consultant shall submit invoices monthly by the 10th day of the month following the month being invoiced for. Invoices shall include a record of Consultant's activities and deliverables completed within the month, and note activities planned for the next month. Invoices shall be submitted to ap@sjra.net. Coordinate with SJRA Project Manager to determine appropriate format and content for invoice submittals.
5. Consultant shall notify assigned SJRA Project Manager in writing that Consultant has expended eighty percent (80%) of the currently approved Work Order amount within seven (7) calendar days of Consultant reaching this expenditure milestone (80% expenditure milestone). Written notification shall be provided regardless of compensation type (i.e., lump sum, cost-plus multiplier, time-and-materials, etc.). Written notification shall include a statement by Consultant indicating whether remaining amount is adequate to complete current SJRA approved Work Order Scope of Work.

**San Jacinto River Authority
Flood Early Warning System for San Jacinto County Path Analysis Study
Work Order No. 1**

Deliverables:

Radio Path Analysis Study Report

Submit draft report within 30 calendar days of Notice to Proceed.

Submit final report within 45 calendar days of Notice to Proceed.

As applicable, provide all GIS data from the project in the format of either shapefiles (.shp) or Geodatabase (.gdb). Projection to be NAD83 State Plane Texas Central FIPS 4204 (US feet). Please reference the GIS Spatial Data Standards document (hard copy provided or located on the SJRA Specification site in SharePoint) for further details.

DRAFT