INTERLOCAL AGREEMENT

ENGINEERING INVESTIGATION FOR GENERAL DRAINAGE IMPROVEMENTS IN THE KINGWOOD AREA

THIS AGREEMENT is entered into by and between HARRIS COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic organized and existing under the laws of the State of Texas (the “District”), and LAKE HOUSTON REDEVELOPMENT AUTHORITY, a local government corporation organized and existing under the laws of the State of Texas (the “Authority”), as further defined below, acting on behalf of Tax Increment Reinvestment Zone Number Ten (the “Zone”), a reinvestment zone created by the City of Houston (the “City”) pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

WHEREAS, the District and the Authority desire a drainage and flood damage reduction study in the area depicted on attached Exhibit “A” (“Study Area”) (which includes the boundaries of the Zone), to analyze the drainage capacity of the channels within the Study Area and determine possible improvements to the channels and mitigation basins to reduce the flooding potential in the Study Area (the “Study”); and

WHEREAS, the District will conduct this Study in conjunction with a District study of channel capacities in the greater Kingwood area as depicted on Exhibit “B” as part of its 2018 Bond Program which voters approved in August 2018 allowing the District to issue bonds to finance flood damage reduction projects in Harris County; and

WHEREAS, the Authority and the Zone were created, in part, to enhance economic development, including commercial and residential redevelopment and recreational access and connectivity, in the greater Kingwood area; and

WHEREAS, the Study presents a partnering opportunity for the Authority to concurrently address potential flood mitigation projects that would be strongly conducive to economic development and private sector redevelopment within the Zone; and

WHEREAS, the District desires to partner with the Authority to gather information needed to plan future flood damage reduction projects; and

WHEREAS, the Authority desires to pay up to $100,000.00 to the District to manage and conduct the Study.

NOW, THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, the District and the Authority agree as follows:

AGREEMENT:

SECTION 1. DEFINITION OF TERMS.

Terms used in this Agreement shall have the following meanings:

A. “Authority” shall also mean any committee or individual designated by the Authority to provide approvals or other action required under this Agreement.
B. "Cap" has the meaning set forth in Section 2.A.6.

C. "City" has the meaning set forth in the Preamble.

D. "City Designees" shall mean the pertinent sections and departments of the City having an interest in review of the work product, and any other City representatives designated by the City.

E. "Consultant" shall mean the engineering professional(s) and other consultants hired by the District to perform the Study.

F. "District" has the meaning set forth in the Preamble.

G. "Effective Date" shall mean the date that the last party signs this Agreement.

H. "Study" has the meaning set forth in the recitals.

I. "Study Area" has the meaning set forth in the recitals.

J. "Study Costs" shall mean fees to be paid to the District for the costs of conducting the Study, not to exceed the Cap.

K. "Zone" has the meaning set forth in the Preamble.

SECTION 2. SCOPE, CONTRACT, AND ADMINISTRATION OF STUDY.

A. Scope.

1. Within sixty (60) days after the District is authorized to negotiate with a consultant by Harris County Commissioners Court, the District shall develop a scope for the Study to be performed, with input from the Authority. The Study shall address, at a minimum, the following:

a. Identifying potential engineering enhancements to existing drainage channels, including evaluation of and potential recommendations for the widening and expansion of existing channels to National Oceanic and Atmospheric Administration Atlas 14 rainfall values for the following channels and shown on Exhibit A.
   i. G103-38-00
   ii. G103-33-00 from 3500 feet upstream of Kingwood Blvd. to 2000 feet downstream of Lake Houston Blvd.
   iii. G103-33-01
   iv. G103-80-01
   v. G103-80-03.1

b. Provide the necessary right-of-way required for the identified improvement options.

c. Provide planning-level cost estimates for identified improvement options.
2. The parties recognize the importance of the City’s input in the Study, including the City’s flood plain administrator evaluating the impact on flood plain issues of the restoration and improvement options resulting from the Study. To that extent, the District, with Authority’s assistance, will work with the City to determine the City Designeees who will be included in the process of developing and participating in the Study process.

3. The District shall submit the proposed scope of the Study to the Authority with a copy to the City Designeees for review and consideration. The District will work with the Authority to finalize the scope of the Study.

4. Upon the District’s and the Authority’s final approval of the scope of the Study, the District will provide the Authority an estimate for the Study Costs, including contingencies.

5. The Authority will be responsible for hosting the meetings and provide communication materials for each of the public meetings.

6. The Authority’s obligation to pay the Study Costs shall not exceed $100,000.00 (the “Cap”). If the District’s estimate of the Study Costs exceeds the Authority’s approved amount, the parties agree to revise the scope of the Study to decrease the Study Costs to be within the approved amount, or the District may, in its discretion, agree to fund any portion of the Study exceeding the Authority’s approved amount in writing by amendment to this Agreement.

B. Consultant Contract.

1. Upon the District’s and the Authority’s final approval of the scope of the Study and estimated Study Costs, the District shall contract with a Consultant(s) to perform the Study.

2. The District will require the Consultant to obtain minimum insurance requirements as set forth in Exhibit “C”, attached hereto; and

3. The District will require that any contract with the Consultant, and any of Consultant’s subcontracts, reflect in full the release and indemnification provisions set forth on Exhibit “D” attached hereto.

4. During the performance of the Study and the periodic review of the Consultant’s work product, as set forth below, the parties anticipate that some work product may reveal the need to eliminate further study of some options. To that extent, the District shall include in the contract with the Consultant a provision that the District has the option to eliminate further work on any option(s), and that the Study Costs shall be adjusted according to the costs allocated to the eliminated option(s).
C. Administration.

1. The District shall perform all administrative duties associated with the Study, including providing the personnel necessary for administration and management of the Consultant contract. The District shall provide any available data and the Consultant will scope the effort to obtain any additional data necessary to complete the Study.

2. The District shall require that the Consultant meet with and provide monthly progress updates to the District and Authority. The Authority may request from time to time that the District appear at its board meetings to update its Board of Directors on the status of the Study. Further, the District and the Authority agree that they will hold periodic meetings, including the City Designees, to review draft work products. If the Authority does not provide comments to draft documents to the District within two weeks (14 calendar days) of receipt, the documents are deemed accepted by the Authority. The District shall maintain a work product delivery schedule and set up meetings to review draft work products prior to their final submittal by the Consultant. The District will coordinate the submittal of the draft work product by the Consultant in sufficient time prior to the timely work product delivery so that (i) the District and Authority can meet to review the draft work product; (ii) the District and Authority can meet with the Consultant to discuss any comments to the draft work product; and (iii) the Consultant shall have time to incorporate such discussion items into the final work product.

3. The District shall require that the Consultant provide the final Study to the parties in the form of a report, including exhibits and appendices, which document the results of the Study, along with all associated digital files.

SECTION 3. STUDY COSTS AND FISCAL PROVISIONS.

A. The Authority agrees that it shall pay the Study Costs, not to exceed the Cap, in accordance with this Section. The Authority shall pay the District $100,000 for the Study Costs upon execution of this Agreement. The District shall deposit such funds into a separate project account of the District, designated solely for the payment of the Study Costs.

B. The District shall review the Consultant’s pay requests and pay approved pay requests from the designated account. The District shall provide the Authority copies of the approved pay requests and the payments made to the Consultant. Any funds remaining in the designated account after all payments are made to the Consultant in accordance with the Consultant contract shall be returned to the Authority within thirty (30) calendar days of final payment to the Consultant.

C. The parties agree that all changes to the scope of the Study or increases in Study Costs shall only be made with the approval of the District and the Authority. The Authority’s obligation to fund the Study Costs is subject to the Cap, and any increase in Study Costs payable by the Authority is subject to the approval of the Authority’s Board of Directors. If the Authority declines to pay for increased Study Costs, the District has the option to pay the additional Study Costs resulting from a change in
the scope of the Study. Harris County Commissioners Court must approve any District funding for the Study Costs.

SECTION 4. DEFAULT.

A. If the District fails to perform its obligations under this Agreement, the Authority shall give notice to the District of such default in accordance with this Agreement. If the noticed default is not cured within two (2) weeks, the Authority may perform the District’s obligations under this Agreement, in which case the District shall return the unexpended Study Costs to the Authority.

B. If the Authority does not transfer to the District the full amount of the Study Costs in accordance with Section 3, the District, in its sole discretion, may determine not to enter into a contract with the Consultant, and at such time shall have no further obligations under this Agreement.

SECTION 5. CONTACT WITH THE PUBLIC.

A. Contact with the news media, private citizens, or community organizations shall be the joint responsibility of the District and Authority. To the extent practicable, the Authority and the District shall confer and coordinate with each other in furnishing information, in accordance with applicable law and the stated missions of the Authority and the District.

B. The Authority’s and District’s obligations pursuant to this paragraph are subject to its duties under applicable state and federal law, including but not limited to Chapter 552 of the Texas Government Code.

SECTION 6. OWNERSHIP OF REPORTS, COPYRIGHT

A. The District retains ownership of all intellectual property that the Consultant develops under this Agreement. The District grants to the Authority an irrevocable, royalty-free, non-transferable, non-exclusive license to use, reproduce, display, and perform any data and deliverables delivered under this Agreement. The Authority agrees not to release or distribute any deliverables, including reports, surveys, data, or analyses developed under this Agreement for one year from the date the District receives the deliverable from its Consultant, except as required under state law or as agreed to by the District.

B. The District shall be the absolute and unqualified owner of any reports, memorandums, information, programs, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, computations, computer input/output information, and other documents or materials prepared pursuant to this Agreement, including source codes therefor, with the same force and effect as if the District prepared the same. The District shall have an exclusive and perpetual copyright in and to any and all materials produced for pursuant to this Agreement and the Authority shall convey
and assign, and does hereby convey and assign, to District all right, title, and interest, including but not limited to copyright, the Authority may have or may acquire in and to such materials. The Authority agrees that, for the purposes of assigning copyright ownership, work performed hereunder for the District will be deemed to have been done, to the extent authorized by law, on a "works made for hire" basis. In the event and to the extent such works are determined not to constitute "works made for hire" as that term is understood in copyright law, the Authority hereby irrevocably assigns and transfers to the District all right, title, and interest in and to such works, including, but not limited to, copyrights. The Authority is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents or materials, or using the same, in the preparation of work for any other client without the express written permission of the Director or his designee. The Authority shall have the right to use for its own purposes and in academic publications data it compiled in connection with the services authorized hereunder.

SECTION 5. NOTICES.

All notices or communications provided for herein shall be delivered to the District and the Authority, with copies to the City Designees, at their respective addresses. For the purposes of notices, the addresses of the parties, until changed with written notice, via certified mail to the parties to this Agreement, shall be as follows:

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

Authority: Lake Houston Redevelopment Authority
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Mr. Tim Austin
E-mail: taustin@abhr.com

With copies to:

City Designees: City of Houston
4th Floor, 901 Bagby
Houston, Texas 77002
Attn: Mr. Andrew F. Icken

And to such other addresses designated by the City

SECTION 6. STUDY RESULTS.

Participation by the parties, including the City Designees, in this Agreement shall not in any way commit a party or the City to the implementation of any Study result, nor the undertaking or funding of any eventual improvement or project.
SECTION 7. TERM OF AGREEMENT.

The Study shall be completed on or before one (1) year from the Effective Date. The District, upon written approval from the Authority, may extend time for performance of the Study.

SECTION 8. IMMUNITY.

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

SECTION 9. MISCELLANEOUS.

A. Neither party shall make, in whole or in part, any assignment of the Agreement without the written consent of the other party.

B. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

C. Unless otherwise provided herein, this Agreement may be amended only by written instrument executed by the parties.

D. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the District and the Authority only.

E. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

F. This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the parties regarding this Agreement.

[}
IN WITNESS WHEREOF, the parties’ actions under the authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original.

APPROVED AS TO FORM:

Vince Ryan
Harris County Attorney

By: [Signature]
Laura Fiorentino Cahill
Senior Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL DISTRICT

By: [Signature]
Lina Hidalgo
County Judge

Date: _________________

LAKE HOUSTON REDEVELOPMENT AUTHORITY

By: [Signature]
Stan Sarman
Chair

Date: 5/28/2019
EXHIBIT B

TIRZ 10 - Exhibit B
Watershed: San Jacinto River
Precinct 4
EXHIBIT C

Consultant Insurance Requirements

1.1 Coverage and Limits. During the Term of this Agreement and any extensions thereto, Consultant at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, Consultant shall provide and maintain the following coverage and limits:

(a) Workers Compensation, as required by the laws of Texas, and Employers’ Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the Project, and in accordance with state law.

   Employers’ Liability
   (i) Each Accident $1,000,000
   (ii) Disease – Each Employee $1,000,000
   (iii) Policy Limit $1,000,000

(b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, District may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. District and Authority shall be named Additional Insureds on primary/non-contributory basis.

   (i) Each Occurrence $1,000,000
   (ii) Personal and Advertising Injury $1,000,000
   (iii) Products/Completed Operations $1,000,000
   (iv) General Aggregate (per project) $2,000,000

(c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars ($1,000,000) per claim and in the aggregate.

(d) Umbrella/Excess Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence and in the aggregate. District and Authority shall be named Additional Insured on primary/non-contributory basis.

(e) Automobile Liability insurance to include Consultant’s liability for death, bodily injury, and property damage resulting from Consultant’s activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars ($1,000,000) for each accident. District and Authority shall be named Additional Insured on primary/non-contributory basis.

(f) Any other coverage required of Consultant pursuant to statute.

1.2 Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by Consultant, Consultant shall provide District evidence of all of the above coverage on forms and with insurers acceptable to District. Consultant must maintain a valid Certificate of Insurance as described herein on file with the District at all times during the term of this Agreement. Consultant must either (1) mail the Certificate of
Insurance to the Harris County Flood Control District at 9900 Northwest Freeway, Houston, TX 77092. Attn: Contract Management or (2) submit it by email to HCFCD_AdminServices@hcfcd.org.

4.2.1 Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

4.2.2 Certificates of Insurance. Consultant shall provide unaltered Certificates of Insurance which evidence the required coverage and endorsements and satisfy the following requirements:

(a) Be less than 12 months old;
(b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
(c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
(d) Be appropriately marked to accurately identify:
   (i) All coverage and limits of the policy;
   (ii) Effective and expiration dates;
   (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

4.2.3 Certified Copies of Policies and Endorsements. Upon request, Consultant shall furnish certified copies of insurance policies and endorsements to the District.

4.2.4 Renewal Certificates. Renewal certificates are due to the District at least thirty (30) days prior to the expiration of the current policies.

4.2.5 Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. Consultant shall furnish evidence of such insurance to the District as well.

1.3 Additional Insured. Consultant shall include the District and the Authority and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. Consultant’s coverage shall be primary insurance to any similar insurance maintained by the District and must contain an endorsement stating such. Coverage to the District and Authority as Additional Insureds on any of Consultant’s insurance coverage shall not be subject to any deductible.

1.4 Deductibles. Consultant shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any
claim it may have for the same against the District, its officers, directors, agents, or employees.

1.5 **Claims-made Policies.** All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). Consultant shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

1.6 **Waiver of Subrogation.** Consultant waives any claim or right of subrogation to recover against the District, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

1.7 **Notice of Cancellation, Non-Renewal, or Material Change.** Consultant shall provide the District with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

1.8 **Remedies for Noncompliance.** Failure to comply with any part of this Section is a material breach of this Agreement. Consultant could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Services, or be terminated from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this Section.
EXHIBIT D

INDEMNIFICATION AND RELEASE

A. INDEMNITY FOR PERSONAL INJURIES. CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, DEFEND, INDEMNIFY AND HOLD THE HCFCD AND AUTHORITY AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES (THE "INDEMNIFIED PERSONS"), HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

i. CONSULTANT AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY “CONSULTANT’S”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

ii. CONSULTANT’S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONSULTANT IS IMMUNE FROM LIABILITY OR NOT; AND

iii. CONSULTANT’S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONSULTANT IS IMMUNE FROM LIABILITY OR NOT. CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PERSONS HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONSULTANT SHALL NOT INDEMNIFY THE INDEMNIFIED PERSONS FOR THE INDEMNIFIED PERSONS’ SOLE NEGLIGENCE.

B. INDEMNITY TO HCFCD and AUTHORITY CONSULTANT SHALL LIKewise INDEMNIFY AND HOLD HARMLESS THE HCFCD AND AUTHORITY FOR ANY AND ALL INJURY OR DAMAGE TO HCFCD OR AUTHORITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.

C. RELEASE. CONSULTANT AGREES TO AND SHALL RELEASE THE INDEMNIFIED PERSONS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSONS’ SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

CONSULTANT SHALL REQUIRE ALL SUB- CONTRACTORS ENGAGED BY IT TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.
D. **Indemnification Procedures.**

i. **Notice of Claims.** If the Indemnified Persons or Consultant receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

a. A description of the indemnification event in reasonable detail;

b. The basis on which indemnification may be due; and

c. The anticipated amount of the indemnified loss.

This notice does not estop or prevent the Indemnified Persons from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the Indemnified Persons do not provide this notice within the 10 day period, they do not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs expense because of the delay.

ii. **Defense of Claims.**

a. **Assumption of Defense.** Consultant may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Persons. Consultant shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Consultant must advise the Indemnified Persons as to whether or not it will defend the claim. If Consultant does not assume the defense, the Indemnified Persons shall assume and control the defense, and all defense expenses constitute an indemnification loss.

b. **Continued Participation.** If Consultant elects to defend the claim, the Indemnified Persons may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Consultant may settle the claim without the consent or agreement of the Indemnified Persons, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Persons to comply with restrictions or limitations that adversely affect the Indemnified Persons; (ii) would require the Indemnified Persons to pay amounts that Consultant does not fund in full; or (iii) would not result in the Indemnified Persons’ full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.
THE STATE OF TEXAS §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, sitting as the governing body of the Harris County Flood Control District, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on ________________________, with the following members present, to wit:

Lina Hidalgo          County Judge
Rodney Ellis         Commissioner, Precinct No. 1
Adrian Garcia        Commissioner, Precinct No. 2
Steve Radack         Commissioner, Precinct No. 3
R. Jack Cagle        Commissioner, Precinct No. 4

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

ORDER AUTHORIZING AGREEMENT BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND THE LAKE HOUSTON REDEVELOPMENT AUTHORITY

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

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<th>Yes</th>
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<th>Abstain</th>
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<td>Judge Lina Hidalgo</td>
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The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the District and the Authority desire a drainage and flood damage reduction study in the area depicted on attached Exhibit “A” (“Study Area”) (which includes the boundaries of the Zone), to analyze the drainage capacity of the channels within the Study Area and determine possible improvements to the channels and mitigation basins to reduce the flooding potential in the Study Area (the “Study”); and

WHEREAS, the District will conduct this Study in conjunction with a District study of channel capacities in the greater Kingwood area as depicted on Exhibit “B” as part of its 2018 Bond Program which voters approved in August 2018 allowing the District to issue bonds to finance flood damage reduction projects in Harris County; and
WHEREAS, the Authority and the Zone were created, in part, to enhance economic development, including commercial and residential redevelopment and recreational access and connectivity, in the greater Kingwood area; and

WHEREAS, the Study presents a partnering opportunity for the Authority to concurrently address potential flood mitigation projects that would be strongly conducive to economic development and private sector redevelopment within the Zone; and

WHEREAS, the District desires to partner with the Authority to gather information needed to plan future flood damage reduction projects; and

WHEREAS, the Authority desires to pay up to $100,000.00 to the District to manage and conduct the Study.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Agreement with the Lake Houston Redevelopment Authority, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: The Director of the Harris County Flood Control District is authorized to do any and all things necessary or convenient to accomplish the purpose of this Agreement and this Order.
TIRZ 10 - Exhibit A
Watershed: San Jacinto River
Precinct 4