

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY FLOOD CONTROL DISTRICT
AND GEOTECHNOLOGY RESEARCH INSTITUTE OF THE HOUSTON ADVANCED
RESEARCH CENTER**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Flood Control District ("District"), a body corporate and politic under the laws of the State of Texas, and Geotechnology Research Institute of the Houston Advanced Research Center ("GTRI"), a 501(c)(3) organization allowed to receive funds through a Chapter 791, Government Code, agreement under section 194.004 of the Texas Education Code, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. The District and GTRI may each be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

District desires support services for the implementation of resilience programs and policies, and GTRI is able and willing to provide such services.

Each Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current fiscal funds.

It is to the mutual benefit of the Parties to enter into this Agreement for the use and benefit of the public.

Now, Therefore, for an in consideration of the mutual covenants, agreements, and benefits to the Parties herein named, the Parties agree as follows:

TERMS

1. GENERAL SCOPE OF SERVICES

GTRI shall provide the District with services to support the implementation of resilience programs and policies led by the District (the "Services") as outlined in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference for all purposes.

2. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the Harris County Judge and shall remain in full force and effect for twelve (12) months, unless earlier terminated as set out herein. At District's option, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term").

3. LIMITATION OF APPROPRIATION

- A. GTRI understands and agrees, said understanding and agreement being of the absolute essence of this Agreement, that the total maximum compensation that GTRI may become entitled to for the Services performed under this Agreement, and the total maximum sum that District shall become liable to pay to GTRI under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, District's liability under the terms and provisions of this Agreement is limited to this sum.
- B. GTRI understands and agrees that the laws governing the letting of contracts for the District require approval of the Harris County Auditor (the "County Auditor") and their certification that funds are, or will be, available for the payment of obligations created under the Agreement before such contracts become effective. Therefore, GTRI shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any services performed by GTRI prior to its receipt of a Purchase Order are at GTRI's own expense.
- C. GTRI does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that GTRI may become entitled to hereunder, and the total maximum sum that District shall become liable to pay to GTRI hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, District's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, GTRI's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, GTRI shall notify District immediately.
- D. With regard to the renewal or extension of this Agreement, District has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if District exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.
- E. GTRI understands and agrees it shall not proceed with any Services until it receives written authorization from the District to begin. The District shall have no obligation to pay for Services that have been rendered without prior written authorization from the Director. Contractor shall confer as requested with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

4. TERMS OF PAYMENT

- A. GTRI shall, on a monthly basis, submit to District, accurate, detailed, and complete statements for the Services ("Invoices") actually performed during the previous month. All invoices must also be submitted to the County Auditor at Vendorinvoices@aud.hctx.net. The Invoices shall be supported by such data substantiating GTRI's right to payment as District may require. The Invoices shall be in a form acceptable to District and the County Auditor and, at a minimum, shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due to GTRI and other such detail as may be requested by District or the County Auditor for verification purposes.
- B. The Invoices shall, at a minimum, include a description of the Services, the day(s) and the time(s) that GTRI performed the Services, and the total amount billed for the Services. After receipt of an Invoice, District shall review and approve it with such modifications as may be deemed appropriate, and then forward, with any modifications, to the County Auditor for payment. District shall pay each Invoice as approved by the County Auditor in accordance with the laws of the State of Texas.
- C. Payment shall not constitute acceptance of any work completed by GTRI. The making of final payment shall not constitute waiver of any claims by District for any reason whatsoever.

5. TERMINATION

- A. Termination for Convenience. District may, by written notice to GTRI, terminate this contract for convenience, in whole or in part, at any time by giving written notice to GTRI of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of District, District shall compensate GTRI for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for underperformed work or materials not provided, including anticipated profit. GTRI shall provide documentation deemed adequate by District to show the work actually completed or materials provided by GTRI prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- B. Termination for Cause. If GTRI fails to perform to the terms of this contract, District shall provide written notice to GTRI specifying the default ("Notice of Default"). If GTRI does not cure such default within the time required by District, District may terminate this contract for cause. If GTRI fails to cure a default as set forth above, District may, by written notice to GTRI, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, GTRI shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the District as of the date the District provides the Notice of Termination. In such case, the District shall have the right to take whatever steps it deems necessary to complete the project and correct GTRI's deficiencies and charge the cost thereof to GTRI, who shall be liable for the full cost of the District's corrective action, including reasonable overhead, profit, and attorney's fees.

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- C. GTRI's Termination. GTRI may terminate this Agreement for cause or convenience by providing sixty (60) days notice in writing to District.
- D. Reimbursement; Damages. District shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by GTRI's performance of the work.
- E. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, GTRI shall promptly discontinue the work unless the Notice directs to the contrary. GTRI shall deliver to District and transfer title (if necessary) to all provided materials and completed work, and work in progress, including, but not limited to, drafts, documents, plans, forms, maps, products, graphics, computer programs, and reports. The rights and remedies provided in this section are in addition to any other rights and remedies provided by law or under this contract. GTRI acknowledges District right to terminate this contract with or without cause as provided in this section, and hereby waives any and all claims for damages that might rise from District's termination of this contract. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. GTRI shall not be entitled to payment for underperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If District terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, GTRI shall be entitled to receive only the amounts payable under this section, and GTRI specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under this contract, including, but not limited to, the right to specific performance.
- F. Force Majeure. In the even that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits becuae of natural disaster, actions or decrees of governmental bodies, or communications line failure not the fault of the affected party (referred to as a "*Force Majeure Event*"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon such receipt of notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majure Event*, the Party who ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- G. Copies of any and all completed or partially completed data, information, reports, programs, inventions, software (including source code), firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the "Agreement Documents") developed, created, or invented under this Agreement shall be delivered to the District when this Agreement is terminated or completed.

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- H. Agreement Transition. In the even the Agreement ends by either expiration or termination, GTRI shall assist in the transition until such time that a new contractor can be completely operational. GTRI acknowledges its responsibility to cooperate fully with the replacement contractor and District to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not exceed more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

6. COMPLIANCE AND STANDARDS

- A. GTRI represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. GTRI shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and GTRI's performance to be rendered hereunder. GTRI represents that GTRI and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B. GTRI agrees to keep confidential the contents of all its discussions with District officials. GTRI agrees to keep confidential the contents of all District records and all other information obtained during GTRI's performance of Services under this Agreement. GTRI shall not release any confidential information unless District, in writing, authorizes GTRI to release specific information to any third parties.
- C. GTRI shall not access any information it is not authorized to receive, nor shall GTRI copy, recreate, or use any proprietary information or documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D. GTRI shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall GTRI copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E. GTRI warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect GTRI's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F. GTRI warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G. GTRI warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County (the "County"), including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax

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Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

- H. Conflict of Interest. GTRI warrants and represents to District that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, GTRI warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with District, and that GTRI has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, District shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I. Lobbying. GTRI shall not use District funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to GTRI exceeds \$100,000.00, Contractor shall file with the District the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- J. NO FEDERAL EXCLUSION
 - I. GTRI warrants that neither GTRI nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
 - 1. is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - 2. has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
 - II. GTRI agrees to report immediately to District if GTRI becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.
 - III. GTRI warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of

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Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. GTRI must immediately notify District of any such exclusion or suspension. GTRI warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with District. GTRI warrants and represents that no person who has an ownership or controlling interest in GTRI's business or who is an agent or managing employee of GTRI has been convicted of a criminal offense related to involvement in any federal program.

- K. District and/or its designee (in this paragraph "District") shall have the right to conduct examinations, studies, and audits of the services, payments, and efficiencies provided under this Agreement, and District may make such examinations, studies, and audits at any time whether before or after payment. GTRI shall cooperate with such examinations, studies, and audits and provide District with such books, contracts, spreadsheets, and correspondence, including all of GTRI's backup and support data for billings, and GTRI shall provide access to such records, data, documents and personnel as are requested by District or the County Auditor (the "Records"). All payments made by District are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- L. Whistleblower Protection Act. GTRI understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. GTRI shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. GTRI shall insert the substance of this clause; paragraph I ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- M. Prior to execution of the Agreement, GTRI shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." GTRI warrants and represents that all the information on the form is complete and accurate.
- N. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, GTRI warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, GTRI does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

- O. Anti-Boycott. If applicable under Texas law:
- I. GTRI warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless GTRI meets an exemption under subsection (a), then, as required by subsection (b), GTRI's signature on this Agreement constitutes GTRI's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.
 - II. GTRI warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless GTRI meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b), GTRI's signature on this Agreement constitutes GTRI's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the contract.
 - III. GTRI warrants and represents, in accordance with Tex. Gov't Code Ann. § 2276.002, that unless GTRI meets an exemption under subsection (c), then, as required by subsection (b), GTRI's signature on this Agreement constitutes GTRI's written verification that it does boycott energy companies and will not boycott energy companies during the term of the contract.
- P. Fraud, Waste or Abuse Hotline. GTRI shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline, and also notify District in accordance with all the notice provisions contained in this Agreement, all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

7. INDEMNIFICATION

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GTRI SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF GTRI OR ANOTHER ENTITY OVER WHICH GTRI EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT, AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUPPLIER; COMMITTED BY GTRI OR ITS PERSONNEL OR ANOTHER ENTITY OVER WHICH GTRI EXERCISES CONTROL.

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GTRI SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT FROM AN AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH MIGHT BE INCURRED BY DISTRICT IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE DISTRICT AS A RESULT OF SUCH ACTIVITIES BY GTRI OR ITS PERSONNEL OR ANOTHER ENTITY OVER WHICH GTRI EXERCISES CONTROL.

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TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GTRI SHALL INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS FROM ANY AN ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE DISTRICT TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF GTRI OR ITS PERSONNEL OR ANOTHER ENTITY OVER WHICH GTRI EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. DISTRICT WILL GIVE GTRI PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. DISTRICT SHALL COOPERATE WITH GTRI IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY GTRI OR ITS PERSONNEL OR ANOTHER ENTITY OVER WHICH GTRI EXERCISES CONTROL, GTRI SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

DISTRICT RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

8. NOTICE

- A. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the appropriate address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the respective Party at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail.

I. To GTRI: GeoTechnology Research Institute of the
Houston Advanced Research Center
8801 Gosling Road
Woodlands, TX 77381
Attn: Meredith Jennings

II. To District: Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Attn: Executive Director

- B. Either Party may designate a different address by giving the other Party ten (10) days written notice.

9. TEXAS PUBLIC INFORMATION ACT

Each Party expressly acknowledges the other Party is subject to the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code, and notwithstanding any provisions in this Agreement to the contrary, each Party will make any information related to this Agreement available to third parties in accordance with the Act.

10. INDEPENDENT PARTIES

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. GTRI is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the District for any purpose. No Party has the authority to bind any other Party.

11. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A. Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the District.
- B. The Parties agree that no provision of this Agreement extends the District's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the District of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D. The District does not agree to binding arbitration, nor does the District waive its right to a jury trial.

12. APPLICABLE LAW AND VENUE

- A. The Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- B. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

13. NO THIRD-PARTY BENEFICIARIES

- A. District is not obligated to any party other than GTRI for the performance of this Agreement.

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- B. Nothing in this Agreement is intended to or shall be deemed or construed to create any additional rights or remedies in any third party.
- C. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of District with respect to any third party.

14. NO BINDING ARBITRATION; RIGHT TO JURY TRIAL

The District does not agree to binding arbitration, nor does the District agree to waive its right to a jury trial.

15. WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach.

16. SEVERABILITY

If any provision or part of this Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or other part of the Agreement to other persons, entities, or circumstances are not affected.

17. CONTRACT CONSTRUCTION

- A. The recitals set forth in this Agreement are, by reference, incorporated into and deemed a material part of this Agreement.
- B. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- C. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- D. When terms are used in the singular or plural, the meaning shall apply to both. When either the male or female gender is used, the meaning shall apply to both.

18. SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If any ambiguity exists as to survival, the provision shall be deemed to survive.

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19. ENTIRE AGREEMENT; MODIFICATION

- A. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

20. EXECUTION

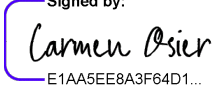
This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____, 2025.

HARRIS COUNTY FLOOD CONTROL DISTRICT

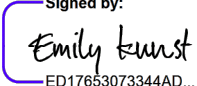
GEOTECHNOLOGY RESEARCH
INSTITUTE OF THE HOUSTON ADVANCED
RESEARCH CENTER

By: _____
Lina Hidalgo
County Judge

Signed by:

By: _____
Name: Carmen Osier
Title: Director of Business Operations
Date: 10/28/2025

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

Signed by:

By: _____
Emily Kunst
Assistant County Attorney
C.A. File No. 25GEN1767



Agreement No. 2025-36

10/27/2025

EXHIBIT A

Scope of Work

IMPLEMENTATION SUPPORT FOR HARRIS FLOOD CONTROL DISTRICT RESILIENCE PROGRAM

The Harris County Flood Control District has the opportunity to implement and expedite a Resilience program in the short to medium term by augmenting and building on work that the District is already undertaking. This work is envisioned to be implementation focused, and will help the District demonstrate progress, identify pilots and to complement the effort of the Harris County Flood Resilience Plan.

Houston Advanced Research Center's Geotechnology Research Institute (GTRI/HARC) will provide Harris County Flood Control District with professional services for the implementation of resilience programs and policies at the Harris County Flood Control District. Generally, GTRI/HARC will work with the Flood Control District on the five tasks listed below, with the possible addition or subtraction of items, based on the Flood Control District's needs.

GTRI/HARC anticipates working with the Flood Control District under an inter-local agreement (ILA). The ILA allows for the authorization of funds to be paid to GTRI/HARC for professional services. Under this ILA, as projects and/or initiatives are identified and funded in partnership with the Flood Control District, work authorizations for specific projects and/or initiatives will be issued. Tasks 1 through 4 will be completed under a Fixed Price contract. For Task 5, we propose a Not-to-Exceed arrangement, with rates ranging from \$100 to \$300 per hour, based on current rates. These rates will be agreed upon prior to the initiation of any work related to Task 6.

Prior to beginning work, GTRI/HARC and the Flood Control District will schedule a kickoff meeting to discuss roles and responsibilities and finalize any administrative or coordination procedures.

Task	Title	Description	Timeline
Task 1	Implementation Guide for District's Resilience Program	Initiate implementation of resilience projects, programs and initiatives for the Flood Control District	0-6 months
Task 2	Harris County Policy Inventory and Guide	Develop guidance that outlines priority policy areas for the Flood Control District	6-9 months
Task 3	Extreme Weather Risks Assessment	Identify how the Flood Control District's modeling, project planning, and asset management may be impacted by future stressors	0-12 months
Task 4	County wide Resilience Implementation and Coordination	Coordinate Flood Control District resilience actions with regional resilience initiatives by others	0-6 months
Task 5	Ad-hoc Support for Flood Resilience Plan	As needed and as budget allows (for third party reviews/consultation, capacity support if needed)	0-12 months

Task 1: Implementation Guide for District's Resilience Program

Task Description: GTRI/HARC will create a “roadmap”/ portfolio for the Flood Resilience Office (FRO) to easily reference, prioritize and sort proposed and funded resilience projects, programs and initiatives, including information on project scoping, project management, grant strategy, partnership management, and reporting.

The Resilience Roadmap may include possible flood resilience initiatives such as resilience hubs, green stormwater infrastructure (GSI), pilots for pocket prairie parks, and sustainable infrastructure practices for internal operations (e.g., energy and water audits, energy resilience, solar installations), among others including coordination with Harris County's CAP (Climate Action Plan) and the Harris County Strategic Plan.

The Resilience Roadmap will be a project management tool designed to:

- Identify/build on a list of actions that are ready to implement and can demonstrate progress while also allowing the Flood Control District an opportunity to test and pilot certain initiatives.
- Develop criteria to prioritize actions and equip the FRO/Flood Control District with the ability to sufficiently articulate the prioritization logic.
- Help the Flood Control District respond in an urgent and timely fashion to various grant and partnership opportunities and potential coordination with stakeholders across the County. The Resilience Roadmap may exist as a dynamic spreadsheet or utilize project tracking software purchased and maintained by the Flood Control District.

To develop the Resilience Roadmap, HARC's approach may include the following subtasks:

- Review the Resilience in Action plan and key informant interview notes that summarize input from Flood Control District staff
- Conducting additional stakeholder interviews with support from the Resilience Manager
- Review the existing portfolio of projects identified by the IRT in the Resilience Action Database (RAD)
- Assist the CRO with identifying and engaging with potential stakeholders, partners, and existing relevant plans at the County level (the Harris County Strategic Plan, Harris County Climate Action Plan for County Operations and the Harris County Climate Justice Plan); explore options to organize and visualize functional relationships among potential stakeholders and implementation partners
- Ensure coordination with ongoing resilience implementation initiatives led by the Resilience Office and the Resilience Manager

To prioritize projects, HARC will support the FRO in engaging other county agencies, community organizations, and other teams within the Flood Control District, such as the Project Delivery Team and Operations and Maintenance. The Resilience Roadmap will specify project timeline and delivery

schedules, responsible project owners, and potential roles for stakeholders. The roadmap will include practical recommendations to track and measure the progress of projects and programs.

Task 1 Deliverables:

- Resilience Roadmap (tool) for the FRO portfolio with clearly identified projects, priorities, and opportunities for collaboration
- Synthesis of key informant interviews with clear actions (collaboration opportunities/ project opportunities)
- Additional key informant interviews, if needed. Monthly progress report describing efforts to engage stakeholders and develop, track, and implement projects
- Develop a vision and mission statement for the FRO, identifying strategic goals and focus areas, and key partners.
- Partnership development strategy with a list of potential partners and strategies to engage with various partners.

Estimated Time: 6 months from NTP

Task 2: Harris County Policy Inventory and Guide

Task Description: As directed by the CRO, HARC will inventory existing resilience and sustainability policies, guidance, and initiatives currently in place throughout the county and Harris County municipalities with a focus on those that impact the Flood Control District. This inventory may include development policies and procedures such as in the PCPM, specifications, regulatory requirements, guidance for green stormwater infrastructure, low-impact development, flood resilience, and other climate adaptations.

Based on this inventory and the output from Task 1, HARC will develop guidance that outlines priority policy areas for the Flood Control District.

Task 3 Deliverables:

- Inventory of policies, guidance, initiatives and effects on resilience and sustainability, also using information from key informant interviews.
- Gaps analysis and guidance document outlining priority policy areas, potential impacts, and next steps for the Flood Control District
- Ensure coordination with ongoing resilience policy initiatives led by the Resilience Office and the Resilience Manager

Estimated Time: 3 months post Task 1

Task 3: Extreme Weather Risks Assessment

Task Description: GTRI/HARC will develop an Extreme Weather Risks Assessment (EWRA) concurrently and complimentary to the ongoing work of the Flood Control District, including the Harris County Flood Resilience Plan (FRP) development, the Solutions for Advancing Flood Evaluation, and Resilience (SAFER) study, the Asset Management program, and MAAPNext modeling. The EWRA will be designed to complement the work of the Flood Control District and its consultants to avoid duplication of efforts. This EWRA will identify how the Flood Control District's modeling, project planning, and asset management may be impacted by future stressors.

GTRI/HARC will implement Task 4 in two phases, beginning with a scoping and design phase (PHASE 1). GTRI will advance to PHASE 2 as directed by the CRO.

Subtasks in PHASE 1 include:

- Prepare a list of stressors that will be considered in planning for future flood resilience and flood infrastructure operations and maintenance
- Prepare a methodology and modeling approach to be used in developing the EWRA; identify what specific impacts will be addressed in the EWRA
- Facilitate Scoping meeting(s) with stakeholders to review proposed indicators and methodologies
- Identify key Flood Control District assets, operations, programs, and core functions to be included in the EWRA

Subtasks in PHASE 2 include:

- Acquire and process stressor indicator data and develop the appropriate indicators for the Flood Control District. The indicators could include:
 - Cumulative Temperature and Precipitation
 - Temperature Duration
 - Extremes: Daily records (Precipitation and Temperature)
 - Extremes: Daily exceedances (Precipitation and Temperature)
 - Or others to be identified
- Produce a dataset of future scenarios of temperature, precipitation, and categorized drought conditions, as identified above, through a specified time frame and intervals.
- Develop an assessment of the probable likelihood, scale, and frequency of impacts to each of the Flood Control District's key assets, etc.
- Create a series of maps of assets and infrastructure prioritized by the Flood Control District integrated with the indicator stressors. An potential example is shown in Figure 1.

After assessing the key indicators from the data analysis above, HARC will develop a vulnerability analysis for Flood Control District infrastructure and assets. HARC will curate and analyze existing data sets to create new data sets and summary information. Some of the summary information may include discussion on near and long-term impacts on Flood Control District assets and functions, such as decreased water quality, increased native habitat management and watering, weakened aging infrastructure, or increased operational (energy) costs.

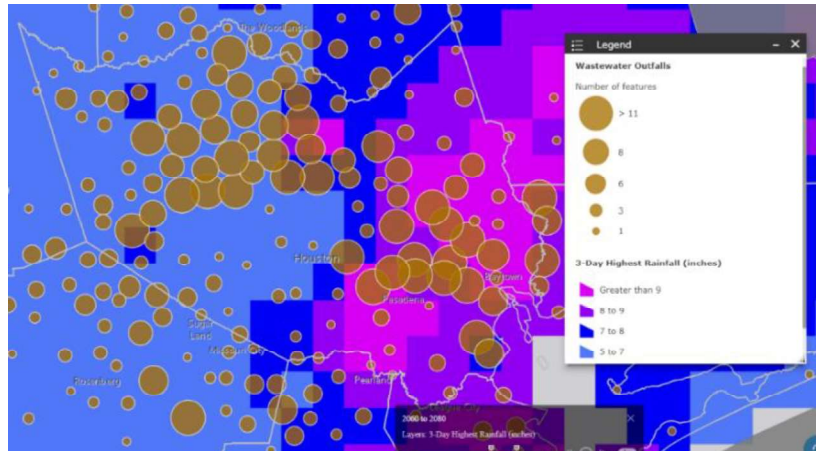


Figure 1 Screenshot from HARC's RESIN Portal mapping tool: Critical Infrastructure Background color represents model outputs for 3-Day highest rainfall in 2060 – 2080. Brown circles represent the number and location of wastewater outfalls.

Task 3 Deliverables:

PHASE 1:

- Scoping document that outlines indicators, methodologies, and stakeholder inputs in the process (2 months)

PHASE 2:

- Download data and narrow to the HCFCD jurisdiction; as requested by HCFCD, stressor indicator data on external hard drive (2 months)
- Series of maps and other visualizations based on specific Flood Control District assets (6 months)
- EWRA final report (2 months)

Estimated Time: 12 months from NTP

Task 4 – County wide Resilience Implementation and Coordination

Task Description: HARC will work with the Flood Resilience Office (FRO) to identify, advance and coordinate Flood Control District resilience actions with flood resilience initiatives by others, including the Houston-Harris Heat Action Team (H3AT) heat mapping; City of Houston coordination, the HC Public Health (HCPH) climate vulnerability assessments, and the multi-agency ForUStree Initiative, and coordination with other organizations like the National League of Cities (NLC), Resilient Cities Catalyst (RCC), ULI (Urban Land Institute), Resilient Cities Network (RCN) among others. This coordination will also help the Flood Control District to respond in a timely fashion to various grant opportunities.

This task may include the following subtasks:

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- Review and coordinate with HCPH to incorporate elements of their Climate Vulnerability Assessments for heat and air quality into the Flood Control District’s resilience planning
- Identify heat and air quality-related actions for the Flood Control District
- Review existing Flood Control District initiatives related to ForUsTree program; develop criteria for additional interventions that the Flood Control District can do to address heat and air quality vulnerabilities.
- Review of City of Houston Resilience actions, including work of HPARD, to determine potential collaborative actions with the Flood Control District.

Task 4 Deliverables:

- Report summarizing opportunities for collaboration with other county, municipal, and non-governmental organization (external partners) that provides the Flood Control District with recommendations for deliberation.
- Internal report for the Flood Control District outlining potential initiatives to reduce vulnerability to heat and air quality exposures
- Update on project management activities in monthly progress reports.
- Monthly progress report describing efforts to engage stakeholders and develop, track, and implement projects

Estimated Time: 6 months from NTP

Task 5: Ad-hoc Support for Flood Resilience Plan

Task Description: As directed by the CRO, HARC will provide strategy consulting to support the Flood Resilience Office team with grant development, technical assistance, and implementation of existing projects (including the FRP). Depending on proposal requirements and needs of the Flood Control District, HARC may provide draft narrative and analysis, help draft budgets and budget narratives, identify and support engagement of potential partners and stakeholders, and/or review grant applications to help ensure documents and merit meet the sponsor’s requirements.

This task could include other deliverables to be identified, such as climate analysis reports, decision support tools, and additional review and technical assistance to augment the FRP and target the findings to Flood Control District resilience. This work will be designed to complement the work in the FRP and avoid duplication of effort.

Task 5 Deliverables:

- Technical Assistance
- Project Implementation
- Grant Development

Estimated Time: 12 months from NTP

SUMMARY OF MILESTONES

Milestone 1: A report consisting of the following elements:

- Resilience Roadmap (tool) for the FRO portfolio with clearly identified projects and opportunities for collaboration
- Synthesis of key informant interviews with a clear Flood Control District Resilience Action Plan
- Partnership development strategy with a list of potential partners and engagement plans
- Flood Resilience Office Strategic Vision, Mission Statement, and Strategic Goals

Milestone 2: A report consisting of the following elements:

- Inventory of policies, guidance, initiatives and effects on resilience and sustainability
- Gaps analysis and guidance document outlining policy areas for Flood Control District

Milestones 3.1-3.4:

PHASE 1:

- 3.1 - Scoping document that outlines extreme weather indicators, methodologies, and stakeholder inputs in the process

PHASE 2:

- 3.2 - Download data and narrow to the Flood Control District jurisdiction; as requested, stressor indicator data on external hard drive
- 3.3 - Series of maps and other visualizations based on specific Flood Control District assets
- 3.4 - EWRA final report

Milestone 4. Two reports focused on:

- A summary of opportunities for collaboration with other county, municipal, and non-governmental organization
- Potential initiatives to reduce vulnerability to heat and air quality exposures (internal to the Flood Control District)

HARC will submit monthly Progress Reports that describe:

- Strategic planning efforts (Task 1)
- Efforts to engage stakeholders and develop, track, and implement projects (Tasks 2 and 5)
- Updates related to other task efforts

TIMELINE

The timeline for each task is presented below.

Tasks and Milestones	MONTH											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1						M1						
Task 2									M2			
Task 3		M3.1		M3.2		M3.3						M3.4
Task 4						M4						
Task 5												

BUDGET AND PAYMENT SCHEDULE

Tasks 1 through 4 will be completed under a Fixed Price contract of \$320,000. For Task 5, we propose a Not-to-Exceed arrangement, with rates ranging from \$100 to \$300 per hour, based on current rates. These rates will be agreed upon prior to the initiation of any work related to Task 6.

As a reference, the average market rate at GTRI/HARC is around \$216 per hour, resulting in an estimated average number of project work hours of 1,482 for Tasks 1-4. GTRI/HARC and the FRO team will meet regularly to manage the time and funding spent.

According to the schedule below, invoices for Tasks 1 – 4 will be issued in months 3, 6, 9, and 12. A non-refundable deposit of 10% (\$32,000.00) of the total agreed fee shall be paid by the Flood Control District to GTRI/HARC upon execution of the contract, representing commencement of services. After the completion of Milestone 3.1, GTRI/HARC must receive approval from the CRO to begin PHASE 2 of Task 3.

Full payment schedule for Tasks 1-4:

Month	0	3	6	9	12
Invoiced	\$32,000	\$72,000	\$72,000	\$72,000	\$72,000
Total	\$32,000	104,000	\$176,000	\$248,000	\$320,000

In the event that the Flood Control District elects not to advance to PHASE 2 of Task 3, HARC will invoice for deliverables submitted in Tasks 1 – 3.1 and Task 4 according to the following modified schedule:

Modified payment schedule for Tasks 1-4, removing Task 3 PHASE 2:

Month	0	3	6	9	12
Invoiced	\$32,000	\$45,250	\$45,250	\$45,250	\$45,250
Total	\$32,000	77,250	\$122,500	\$167,750	\$213,000

Invoices for any work authorized under Task 5 will be invoiced monthly based on expended time and materials, under the Not-to-Exceed arrangement.

	Not-to-Exceed Budget	Approximate Hours of Effort
Tasks 1-4	\$320,000	1,480
Task 5	\$30,000	140
Total	\$350,000	1,620

ABOUT HARC

The Houston Advanced Research Center (HARC) is a multi-faceted 501(c)(3) non-profit organization that supports the sustainability work of communities and local governments, non-profit organizations, and private and public sector institutions. HARC’s mission is to provide independent analysis on energy, air, and water issues to people seeking scientific answers and to operate as a research hub finding solutions for a sustainable future.

ORDER OF COMMISSIONERS COURT
Authorizing Execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2025, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
WITH GEOTECHNOLOGY RESEARCH INSTITUTE
OF THE HOUSTON ADVANCED RESEARCH CENTER**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had been duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

It is ordered that:

1. The Harris County Judge is hereby authorized to execute, on behalf of the Harris County Flood District, an Interlocal Agreement with GeoTechnology Research Institute of the Houston Advanced Research Center to provide services to support the implementation of resilience programs and policies led by the Harris County Flood Control District at a cost to the District not to exceed \$350,000.00. The Agreement is incorporated herein as though fully set forth word for word.
2. All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.