

**INTERLOCAL AGREEMENT BETWEEN
HARRIS DISTRICT FLOOD CONTROL DISTRICT AND CITY OF LEAGUE CITY
REGARDING COST SHARING FOR THE DEVELOPMENT OF A SECTION 203
FLOOD RISK MANAGEMENT FEASIBILITY STUDY FOR LOWER CLEAR CREEK AND
DICKENSON BAYOU, TEXAS**

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

This Interlocal Agreement (“Agreement”), is made and entered into by and between the City of League City, Texas (“City”), a municipal corporation, and the Harris District Flood Control District, a body corporate and politic under the laws of the State of Texas (“District”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. The City and District are referred to herein collectively as “Parties” and individually as a “Party.”

RECITALS

The City has coordinated with the U.S. Army Corp of Engineers (USACE) and others to investigate a potential for a flood risk management plan for the Lower Clear Creek and Dickinson Bayou area.

The City and the District previously entered into an agreement on October 19, 2019, entitled Agreement No. 2020-64, wherein the District contributed \$416,000.00 to conduct a local feasibility study that focused on the Clear Creek Watershed, downstream of FM 1959.

The District now desires to contribute \$1,250,000.00 to assist in the feasibility study of Flood Risk Management for the Lower Clear Creek and Dickenson Bayou, Texas (“Study”), as shown in Exhibit A, and as authorized within the Water Resources Development Act of 2022.

The Study will be conducted by the City and its partners, including the District, and will serve as a U.S. Army Corps of Engineers feasibility study in compliance with the Section 203 of the Water Resources Act of 1986 (PL 99-662).

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

The Parties agree that all funds under this Agreement shall be from current fiscal funds.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms:

TERMS

1. Project Description. The area for the Study contemplated in this Agreement is shown in Exhibit A, which is attached and incorporated herein. The District agrees to fund only the portion of the Scope of Services, attached hereto as Exhibit B.
2. Term and Expiration of Services. This Agreement shall begin on the date on which all Parties have fully executed this Agreement and shall remain in full force and effect until the Study is completed, which is estimated to be 36 months after the notice to proceed is issued for the Study by the City, which will be measured from the Study kickoff meeting between the Study partners.

3. Obligations of the City.

3.1. City as Project Manager. The City agrees to serve as lead Project Manager for the Study and administer a professional services agreement with a consultant (the "Consultant"). Any contracting with consultants, contractors, or other Study partners besides the District will be handled by the City; however, any District funds utilized for payment of services will require prior approval from the District. Any authorization requests for use of funds should be submitted for approval to the District in writing ten (10) business days in advance.

3.1.1 Insurance. The City shall require the Consultant, and every contractor on the Project, to obtain minimum insurance requirements as set forth in Exhibit "C", attached hereto. All insurance policies, except Workers' Compensation and Professional Liability, shall name the City and the District as an Additional Insured. Each policy must also contain an endorsement to the effect that the issuer waives any rights of subrogation against the City and District, their officers, agents or employees, and that it shall give at least forty-five (45) calendar days' written notice to the District and City before the policy may be canceled, materially changed, or non-renewed.

3.1.2 Indemnity. The City's shall cause to be inserted in all contracts for the Study an agreement that the contractor shall indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the City and District and all their representatives from all suits, actions, expenses, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the Study or any associated improvements, or on account of any act of omission by the contractor.

3.2. City Contribution. The total cost of the Study is estimated to be \$6,000,000 ("Total Estimated Cost"). The City agrees to provide an amount of up to the Total Estimated Cost minus the District Contribution (defined below). It is anticipated that various local stakeholders also will contribute funding for the Study which will be included as part of the City's Contribution. If the Study is accepted and is eligible for funding reimbursement, the reimbursement shall be divided proportionally based on the contributions made by the Parties.

3.3. Coordination. The City will ensure that the District is included in all key Study communications, including but not limited to, scoping meetings, progress meetings, design workshops, public meetings, interagency coordination meetings, and any meetings to discuss the goals and objectives. For any meeting or workshop, the City shall provide the District with written notice at least 10 business days in advance to verify availability and shall make reasonable efforts to ensure the District's participation.

3.4. Work Products. The City will ensure that the District is included in the review and discussion of any Study related work products, including but not limited to, schedules, reports, models, presentations, public postings, and communication handouts produced by the City, Consultants, or its other Study partners. Any Study work products or resources that utilize District funds will require District approval of final scope or changes in scope. Any work product or scope reviews requested from the District by the City will require twenty (20) business days advance notice in writing, and the District will provide feedback within fifteen (15) business days of receipt of the work product or proposal. The City must obtain concurrence from the District prior to any submission or publication to an external agency for any interim or final work products produced from the Study. For any final work products produced for the Study, the City will provide a copy to the

District within five (5) business days.

3.5. Access to Documentation. The City will provide the District monthly progress reports and expenditure reports for the Study. The District may request that the City conduct an audit of Study costs at Study end. At the completion of the Study, the City will refund to the District within ninety (90) calendar days any funds the District provided for the Study that did not go toward costs for the Study.

3.6. Termination. The Parties may terminate this Agreement upon thirty (30) days notice to the other Party. Upon termination, the City will refund to the District within ninety (90) calendar days any monies not used for Study costs to the date of termination. The District reserves the right to conduct an audit for any funds utilized prior to termination of Agreement.

4. Obligations of the District.

4.1. Payment by District. The District shall contribute One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) to the City for the District’s share of the Study costs (“District’s Contribution”). The District shall provide the Phase 1 funding in a payment to the City no later than ninety (90) calendar days after final execution of this Agreement. For any of the subsequent phases, the City shall submit a written funding request to the District at least sixty (60) calendar days prior to the commencement of the corresponding phase. The District shall provide the requested funding in a payment to the City no later than ninety (90) calendar days from the receipt of the request. The estimated budget associated with each phase of the Study is outlined below.

PHASE	DESCRIPTION	ESTIMATED CITY CONTRIBUTION	ESTIMATED DISTRICT CONTRIBUTION	ESTIMATED TOTAL CONTRIBUTION
1	Scoping and Management Measure Identification	\$1,100,000	\$300,000	\$1,400,000
2	Alternative Evaluation	\$1,100,000	\$400,000	\$1,500,000
3	Draft Feasibility Report/EIS	\$1,300,000	\$400,000	\$1,700,000
4	Final Report/EIS Submittal to ASA(CW)	\$900,000	\$100,000	\$1,000,000
5	Post Submittal	\$350,000	\$50,000	\$400,000
TOTAL		\$4,750,000	\$1,250,000	\$6,000,000

4.2. The City understands and agrees that the District is only providing funds for the activities outlined in Exhibit B that are related to the Study.

4.3. Limit of Appropriation. The Parties clearly understand and agree, such understanding and agreement being of the absolute essence of this Agreement, that the District shall have available the total maximum sum of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) specifically allocated to fully discharge its financial obligations laid out herein, and that the total maximum compensation the City may become entitled to hereunder and the total maximum sum the District shall become liable to pay to the City hereunder for the fulfillment of such obligation shall not under any

conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Article and certified as available therefor by the County Auditor.

5. If the cost of the Study exceeds the City's Total Estimated Cost, the Parties agree to amend this Agreement to revise the scope of the Study in order to decrease the Study costs to be within the Total Estimated Cost, or the City may, in its discretion, agree to fund any portion of the Study exceeding the City's Total Estimated Cost.

- 5.1 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 City. The District's obligation to fund the Study is subject to the maximum amount authorized by Harris County Commissioners Court, and any increase in Study costs payable by the District is subject to the approval of the Commissioners Court. If the District declines to pay for increased Study costs, the City has the option to pay the additional Study costs resulting from a change in the scope of the Study.

- 5.2 Notwithstanding anything that may be construed to the contrary herein, the maximum amount the District shall be obligated to pay to the City under this Agreement is \$1,250,000.00, unless the Parties amend this Agreement.

6. Contact with the news media, private citizens, or community organizations shall be the joint responsibility of the District and City. To the extent practicable, the District and the City shall confer and coordinate with each other in furnishing information, in accordance with applicable law and the stated missions of the District and the City. The District and the City agree to endeavor not to release information to the public without thirty (30) calendar days' notice to the other. The District and the City's obligations pursuant to this paragraph are subject to their duties under applicable state and federal law, including but not limited to Chapter 552 of the Texas Government Code.

7. All notices or communications provided for herein shall be delivered to the District and the City, via certified mail, return receipt requested, at their respective addresses. For the purposes of notices, the addresses of the Parties, until changed by ten (10) business days' advanced written notice, shall be as follows:

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

City: City of League City, Texas
 300 West Walker Street
 League City, Texas 77573
 Attn: Anthony Talluto, Project Manager

8. 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. Participation by the Parties in this Agreement shall not in any way commit a party to the implementation of any Project result, nor the undertaking or funding of any eventual improvement or project.

9. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
10. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any portion thereof, it being agreed that all Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.
11. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the Parties thereto with respect to the subject thereof. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both Parties.
13. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Harris County, Texas.
14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
15. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
16. Current Revenues Available and No Tax Revenue. Both Parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.
17. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.
18. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.
19. This Agreement is not intended to and shall not create a joint enterprise between the City and the District. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. It is also understood and agreed that the City and the City's personnel shall not be considered

employees, agents, partners, joint venturers, or servants of the District.

20. The recitals set forth in this agreement are, by reference, incorporated into and deemed a material part of this Agreement.
21. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. When terms are used in this Agreement in the singular or plural, the meaning shall apply to both. When either male or female gender is used in this Agreement, the meaning shall apply to both.
22. Unless otherwise specified in this Agreement, all remedies of the Parties under this Agreement are cumulative, and the election of any remedy by a Party shall not foreclose that Party from pursuing any other equitable or legal remedy.
23. The Parties are undertaking governmental functions or services under this Agreement, and the purpose hereof is solely to further public good, rather than any pecuniary purpose.
24. Any provision of this Agreement, that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, shall survive such expiration. If an ambiguity exists as to survival, the provision shall be deemed to survive.

[Signature Page Follows]

Executed this _____ day of _____ 2026.

THE CITY OF LEAGUE CITY, TEXAS

HARRIS COUNTY FLOOD CONTROL DISTRICT

By: _____
John Baumgartner
City Manager

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

By: _____
Michelle Villareal
City Attorney

Jonathan Fombonne
Harris County Attorney

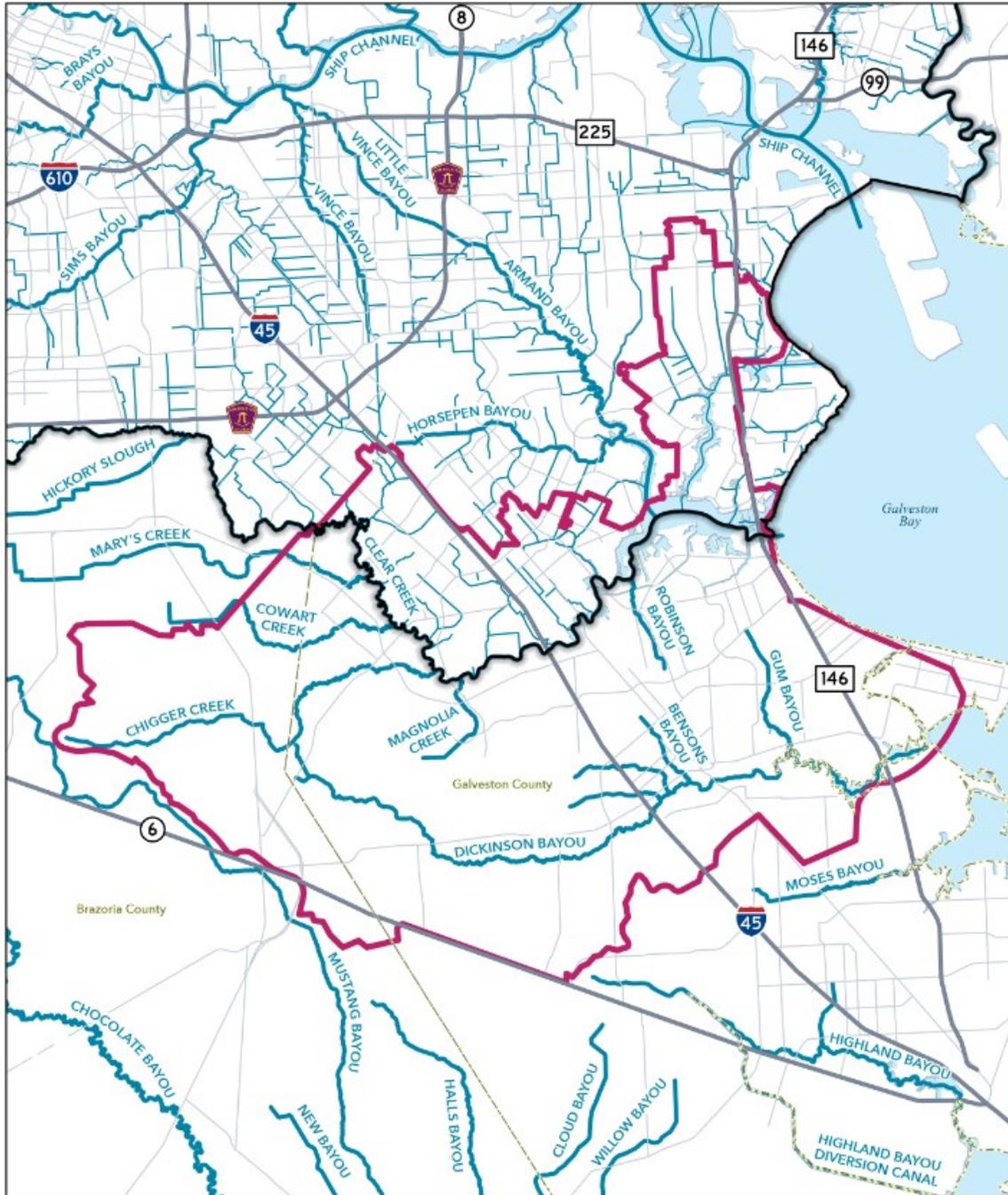
ATTEST:

By: _____
Diana Stapp
City Secretary

By: _____
Augustus Campbell
Assistant County Attorney
25GEN3538

EXHIBIT A

Project Map



Project ID: A100-00-00-P009
Watershed: Multi-Watershed
Precinct: 2

- Project Boundary
- Harris County Precincts**
Judge Lina Hidalgo
- 1 - Rodney Ellis
 - 2 - Adrian Garcia
 - 3 - Tom S. Ramsey, P.E.
 - 4 - Lesley Briones



EXHIBIT B

Scope of Services

1 STUDY AUTHORITY

The Project was authorized under the Water Resources Development Act of 2022; however, no Congressional appropriation has been provided. To accelerate the preparation of Study, the Parties are utilizing the authority provided under the Section 203 of the Water Resources Development Act of 1986, as amended by Section 1014(a) of the Water Resources Reform and Development Act (WRRDA) of 2014. As the non-Federal sponsors, the Parties are able to undertake feasibility study of Project for submission to the Secretary of the Army. If approved, the Parties will seek a potential cost reimbursement for the Study. Further details of Section 203 requirements are summarized with the USACE's Engineer Regulation No. 1165-2-209.

2 STUDY PURPOSE

This scope of services is to prepare a policy-compliant Section 203 Federal Feasibility Study and Environmental Impact Statement that investigates the flood risk management associated with Lower Clear Creek and Dickenson Bayou, Texas. Under Section 203 authority, feasibility studies prepared by a non-Federal entity must comply with all requirements that would apply to a feasibility study undertaken by the USACE, including full compliance with the NEPA.

Requirements including policy, guidance, processes, and tools for the development of the Study are published on the USACE's Planning Community Toolbox and with their Centers of Excellence. The PDT will utilize these materials to ensure the Study supports the USACE water resources development mission and help decision-makers identify water resources problems, conceive solutions to them, and compare the importance of the inevitable conflicting values inherent in any solution.

The primary national benefit of a flood risk management project is the general welfare of the public and improvement to national income and development. Other economic benefits of the project on water supply, recreation, habitation, as well as environmental benefits associated with improved water quality will be considered qualitatively in the feasibility study. This effort will focus on identifying potential flood risk management solutions that could be cost shared with the Federal government and constructed in partnership with the USACE.

The final work product deliverable for the Study is the accepted feasibility study, investment recommendation, and NEPA Record of Decision signed by the ASA(CW) and submitted to the White House Office of Management and Budget (OMB) for clearance and approval to forward to the appropriate congressional committees for consideration.

It is hoped that the investment recommendation will be included in the WRDA of 2030. Following the Authorization of the Recommended Plan, the ASA(CW) may budget and allocate preconstruction engineering and design activities for the project with funds appropriated by Congress. The project would also become eligible to receive funding from Congress or the Administration to advance design and construction activities.

3 STUDY PARTICIPATION AND COORDINATION

Study participation and coordination takes on an important role in the identification and screening of project alternatives. To that extent, study participation and coordination will be earlier and more vigorous than in prior Feasibility Study efforts. Study Participation and Coordination will be important in the plan formulation process.

Serving as the Study lead, the City's project delivery team (PDT) will consist of:

- Project Manager
- Assistant Project Manager
- Senior Project Advisor
- Task Leads
- Discipline Project Advisors (as appropriate)

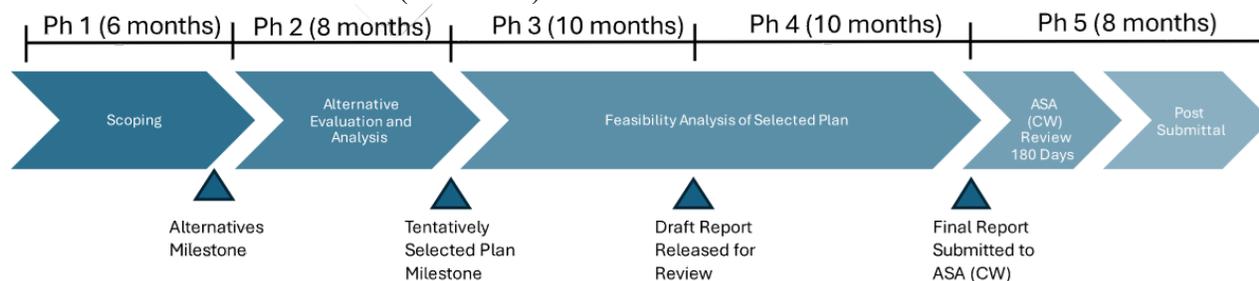
Some roles within the PDT will be filled by the Study Partners and/or Consultants, who serve as technical or advisory support. Any contracting with consultants or other study partners besides the District will be handled by the City; however, any District funds utilized for payment of services will require District approval of use.

In accordance with Section 161 of the Water Resources Development Act (WRDA) of 2020, the City will utilize and pay USACE to perform inherently governmental functions and to provide technical and policy review and analysis as allowed within current law and guidance. However, the City or its proxy will coordinate with USACE-SWG to establish a protocol for coordination or consultation with other agencies for tasks such as, for example, filing the Draft Environmental Impact Statement (DEIS) with the U.S. Environmental Protection Agency (USEPA) and coordinating with Tribal Nations

4 STUDY SCHEDULE

To complete this effort the scope of the project is split into five (5) major phases and is anticipated to be completed across 36 months with key phase deadlines listed as follows:

- Phase 1 – Scoping and Management Measure Identification (~ 6 months)
- Phase 2 - Alternative Evaluation (Tentatively Selected Plan Milestone, ~ 8 months)
- Phase 3 – Draft Feasibility Report/EIS (~10 months)
- Phase 4 – Final Report/EIS Submittal to ASA(CW) (~10 months)
- Phase 5 – Post Submittal (~8 months)



5 PHASE TASKS

The Study phases are aligned with the typical USACE civil works feasibility planning process and intended to align the project throughout its lifecycle with following all federal law, policy, and guidance to produce a fully compliant integrated feasibility study and environmental impact statement (IFS/EIS). Further details of the key components are listed below. Additional tasks may be required for the completion of the Study.

5.1 Phase 1 – Scoping and Management Measure Identification

Phase 1 includes the first major components of the feasibility study process. Scoping, including the identification of management measures. The scoping process will proceed include critical up-front tasks such as public meetings, initiation of NEPA activities, screening of management measures, identification of alternative arrays, set up of economic models, H&H model set up and other activities. While not required as part of a 203 study the intent of this study is to follow the USACE feasibility study process and will conclude at the “Alternatives Milestone” deliverable to USACE for review to continuously document efforts during the study. Following the alternative milestone, management arrays making up 3 project alternatives will be identified for further analysis. Those alternatives will be advanced and refined to identify a Tentatively Selected Plan based on a comprehensive benefit approach in Phase 2.

5.2 Phase 2 – Alternative Evaluation and Analysis

Following the scoping and identification of the final alternative array, further detailed analysis of each alternative will be conducted to identify the Tentatively Selected Plan. This includes agency consultation, continued public and stakeholder outreach and advancement to a higher level of detail the tasks begun in Phase 1.

5.3 Phase 3 – Draft Feasibility Report and Environmental Impact Statement

Following the identification of the Tentatively Selected Plan this phase will include efforts to prepare the Draft Feasibility report and Draft EIS for public and agency review. This includes further refinement of the TSP, completing all technical analysis necessary to support the DFS/DEIS and conducting independent technical review (ITR), policy and legal compliance review, independent external peer review (if needed) and public review. This includes agency consultation, continued public and stakeholder outreach and advancement to a higher level of detail the tasks begun in Phases 1 and 2.

5.4 Phase 4 – Final Feasibility Report and Environmental Impact Statement

This phase includes the effort following the review of the draft Feasibility Report and Draft Environmental Impact Statement. This will include refining the Recommended plan based on received comments, revising documentation, and preparing to submit the final Integrated Feasibility and Environmental Impact Statement and associated appendices.

5.5 Phase 5 – Post Submittal

This phase includes effort following submittal of the Final IFSEIS to the ASA(CW) during and following the 180-day review period. Primary effort is assumed to be responding to ASA(CW) comments and public outreach and engagement to build community and political support for the recommended project.

6 PHASE SUBTASKS

Tasks led by the PDT under each phase are anticipated to follow a similar pattern of high-level conceptual analysis followed by refinement and recommendation in subsequent phases. Therefore, major work areas have been identified which will have continuous effort across each phase. In general, the study during each phase includes the following tasks which will be developed in greater detail as the project advances. 1) project management; 2) public meetings and communications; 3) planning efforts to evaluate project feasibility; 4) performing H&H analysis; 5) performing engineering analysis including cost estimates; 6) economic benefit analysis; 8) real estate evaluation; and 7) environmental and NEPA planning.

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, the Harris County Flood Control District may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *The Harris County Flood Control District shall be named an Additional Insured 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. *The Harris County Flood Control District shall be named an 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. *The Harris County Flood Control District shall be named an 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 the Harris County Flood Control District evidence of all of the above coverage on forms and with insurers acceptable to the Harris County Flood Control District. Consultant must maintain a valid Certificate of Insurance as described herein on file with the Harris County Flood Control 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 HCFCF_AdminServices@hcfcd.hctx.net.

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 Certified Copies of Policies and Endorsements. Upon request, Consultant shall furnish certified copies of insurance policies and endorsements to the Harris County Flood Control District.
- 1.2.4 Renewal Certificates. Renewal certificates are due to the Harris County Flood Control District at least thirty (30) days prior to the expiration of the current policies.
- 1.2.5 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 Harris County Flood Control District as well.
- 1.3 Additional Insured. Consultant shall include the Harris County Flood Control District 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 Harris County Flood Control District as an Additional Insured 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 Harris County Flood Control 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 Harris County Flood Control 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 Harris County Flood Control 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 that causes Consultant to be in noncompliance with the requirements of this Section.

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 _____, 2026 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN
 THE CITY OF LEAGUE CITY, TEXAS AND HARRIS COUNTY FLOOD CONTROL
 DISTRICT**

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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County Flood Control District, an Interlocal Agreement with the City of League City, Texas, at a cost to the District of \$1,250,000.00. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

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 purpose of this Order.