

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

December 20, 2019

Nancy Richards
Team Manager, East Texas Region (Planning Groups H/I)
Water Supply & Infrastructure
1700 N. Congress Ave
Austin, TX 78711

Subject: Texas Water Development Board Grant Application

Harris County is pleased to submit this application for a Texas Water Development Board (TWDB) grant for dredging activities in and around Lake Houston using funds appropriated in Senate Bill 500 from the 2019 Texas Legislative Session. As you are aware, SB 500 includes a provision that provides \$30 million, which “may be used only to provide a grant to Harris County to remove accumulated siltation and sediment deposits located at the confluence of the San Jacinto River and Lake Houston”. Harris County is collaborating closely with the Harris County Flood Control District (HCFCD), the City of Houston (COH), the San Jacinto River Authority (SJRA), and the Coastal Water Authority (CWA) on this important effort.

Lake Houston is owned in fee, along with a majority of the major tributaries, by the COH. CWA is the contract operator for the Lake Houston Dam and Reservoir, and works in close association with Houston Public Works. Since the lake was built in the late 1950's, silt and sediment accumulation in the lake and major tributaries has reduced the drinking water capacity of the lake by about 30% per surveys conducted by the TWDB. Absent of more detailed data, it is anticipated that the major impacts associated with the sediment accumulation is loss of drinking water capacity (which affects drinking water availability for residents as far away as north Fort Bend County) and impacts to recreational activities such as boating. Minimal reductions of flood risk are anticipated due to the vast majority of the sediment accumulating below the normal water surface of Lake Houston.

Scope of Project

Dredging activities are proposed to be in two distinct phases: 1) removing accumulated materials near and at the mouth bar on the West Fork of the San Jacinto River, 2) removing accumulated materials in the East Fork of the San Jacinto River and other locations in Lake Houston. This phased approach will obligate the full \$30M of grant funding before the 87th legislative session in 2021.

Phase 1

Currently, the COH has \$6M of Harvey disaster related funding that can be used for dredging operations on the West Fork of the San Jacinto River. The COH has a disaster recovery contract in place with DRC Emergency Services which includes bid items for dredging operations that DRC Emergency Services can deploy on site within three months of receiving a notice begin dredging operations. During the grant review and award time period, the COH may use this \$6M to start dredging work under the DRC Emergency Services contract.

In an effort to supplement this effort and extend the scope of dredging work that can be conducted, Harris County will request \$10M of the \$30M of SB 500 grant funding in order to provide a total \$16M for contractor-led dredging operations to be managed by COH. Harris County will designate the COH as a sub-recipient of the \$10M. Phase 1 is proposed to remove a minimum of 400,000 cubic yards (CY) of material in eight to twelve months.

Phase 2

The TWDB has made it clear that the \$30M grant can only be used for actual dredging activities and activities that directly support dredging. However, other actions are required to complete Phase 2. Harris County proposes that activities which are not eligible for funding by the \$30M grant be funded by the \$10M available from the 2018 HCFCD Bond Program.

During Phase 1, Harris County will request the remaining \$20M of available grant funding to complete the following actions:

- Complete hydrographic surveys of the West Fork of the San Jacinto River, the East Fork of the San Jacinto River, and Lake Houston to determine dredge material volumes
- The COH will advertise a dredging contract and award the contract to the lowest responsive bidder
- Harris County will designate the COH as a sub-recipient for the cost of the dredging contract

Also during Phase 1 and in accordance with the attached schedule, Harris County will collaborate with COH, HCFCD, SJRA, and CWA to develop a request for qualifications (RFQ) for professional services to evaluate, recommend, and permit additional dredge disposal sites along the West Fork of the San Jacinto River, the East Fork of the San Jacinto River, and Lake Houston. The same RFQ will also include work items to develop plans, specifications, and estimates for dredging operations, and to develop a long-term dredging operational plan for the Lake Houston area. These activities would be paid for by the 2018 HCFCD Bond Program.

During Phase 2, Harris County, COH, HCFCD, SJRA, and CWA will develop and execute a plan for the COH or CWA to assume all long-term dredging operations on Lake Houston. This work effort will include determining funding for the dredging operations in perpetuity.

Costs

An approximation of costs for the grant is shown below, and will be refined as a consultant is procured to assist with establishment of the program. Harris County intends to collect a 3% administrative fee out of the grant funds to support their efforts.

Phase 1

<u>Description</u>	<u>Cost</u>
Transfer to COH for Immediate Dredging	\$10,000,000

Phase 2

<u>Description</u>	<u>Cost</u>
Hydrographic Surveying	\$ 500,000
Dredging Contract	\$18,600,000
<u>Harris County Administrative Fee</u>	\$ 900,000
Total	\$30,000,000

Schedule

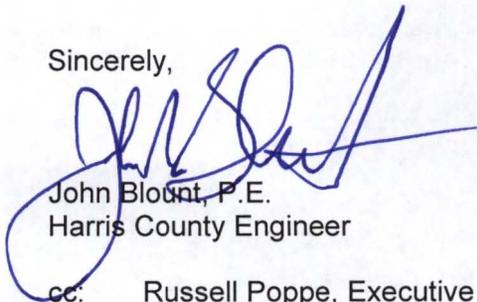
As shown in the attached preliminary schedule, Phase 1 will take approximately one year.

Phase 2 will begin during Phase 1. Phase 2 includes project initiation, professional services procurement and award, dredging contract advertising and award. Future dredging activities, not funded by the grant, would be determined during Phase 2. Acquisition of disposal site(s) will be ongoing as needed with project progression.

Harris County and our partners appreciate the opportunity to work with TWDB on this important effort that will benefit the region through improved drinking water capacity as well as avoid increasing flood risks. As requested, draft Interlocal Agreements will be provided as soon as possible, with the understanding that funds cannot be committed without their execution. Additionally, the resolution requesting financial assistance, certificate of Secretary, and Application of Affidavit will be transmitted to your office no later than 2 PM on December 20th.

Please do hesitate to contact me or anyone on the project partnership team should you have additional questions or comments.

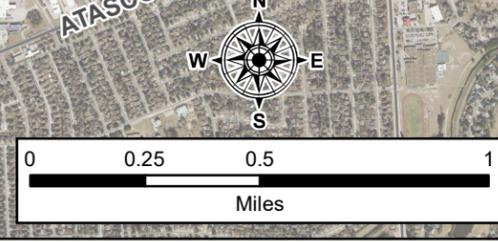
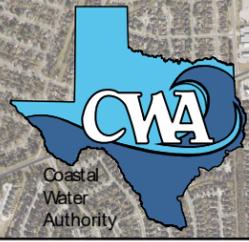
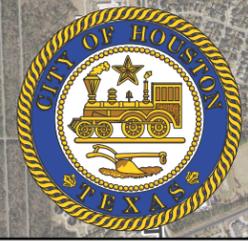
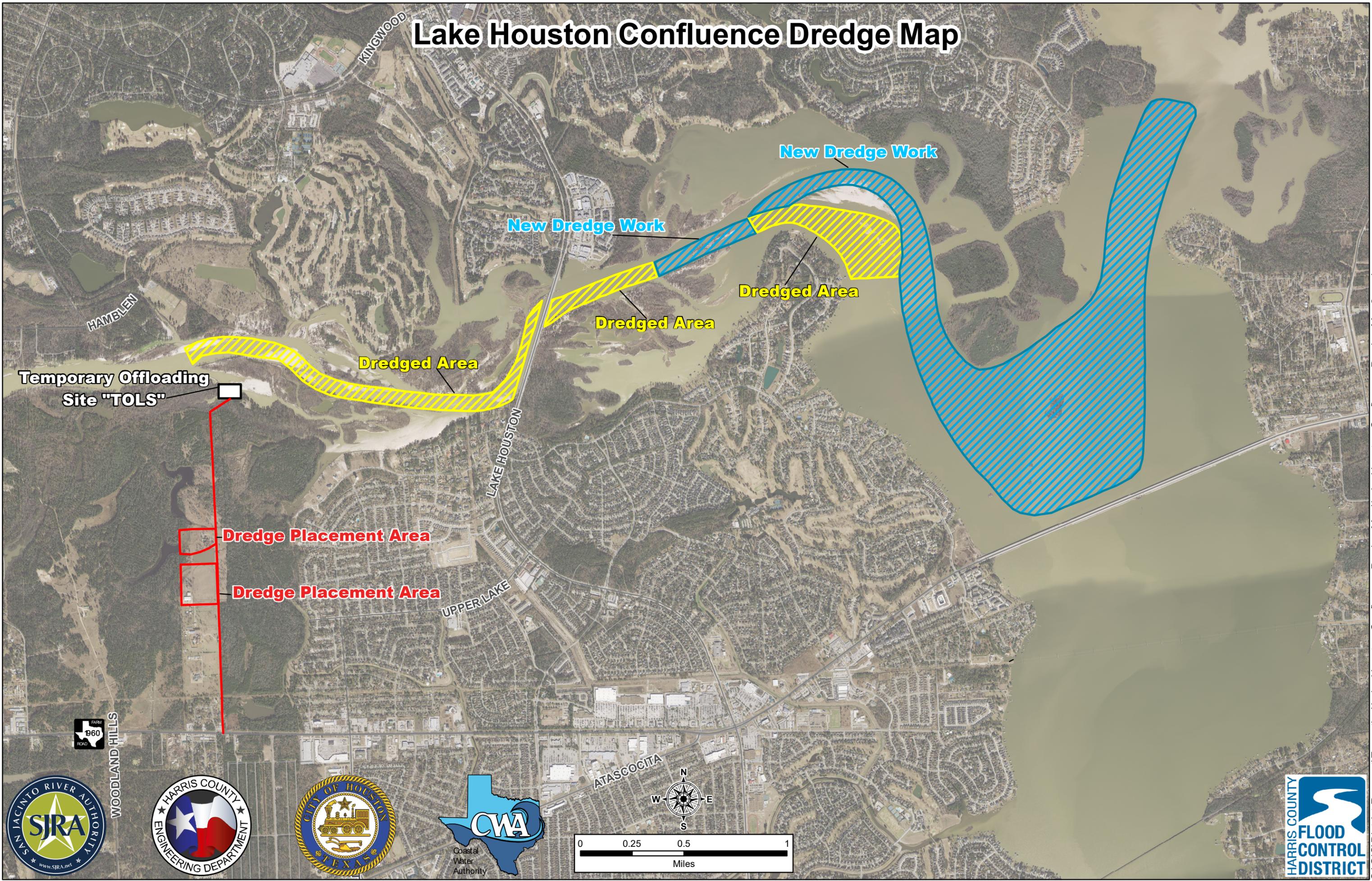
Sincerely,



John Blount, P.E.
Harris County Engineer

cc: Russell Poppe, Executive Director, Flood Control District

Lake Houston Confluence Dredge Map



TERMS

I. MANAGEMENT

- 1.1. The purpose of this Agreement is to remove sediment and accumulated materials to facilitate flood control and to increase the drinking water capacity of Lake Houston, therefore, benefitting both Parties. Overall management and direction of the Project under this Agreement is assigned to the City's Director of Public Works or his or her designee (the "Director"). The Director is authorized to approve and direct the provision of services under this Agreement, except where, by City Charter or state law, the City Council is required to act on behalf of the City.
- 1.2. The City shall give notice to a consultant to undertake and complete the Scope of Services for the Project, which has been divided into two phases and is depicted on attached Exhibit A: In Phase One, accumulated materials near and at the mouth bar on the west fork of the San Jacinto River will be removed. In Phase Two, accumulated materials in the West Fork of the San Jacinto River, East Fork of the San Jacinto River and other locations in Lake Houston will be removed. The City and its consultants shall follow all requirements of the grant program and all applicable local, state and federal requirements, including environmental compliance requirements in conducting activities pursuant to this Agreement.
- 1.3. The City shall provide weekly progress reports of its activities pursuant to this Agreement, including amount of sediment removed and locations, to the County by sending an email as set out in paragraph VI below.

II. PAYMENT

- 2.1 The City will contribute \$6 million and the County will provide \$10 million of the Grant money to be used by the City as Subrecipient for Phase 1 of the Project, which includes dredging operations to remove an estimated minimum of 400,000 cubic yards of material on the west fork of the San Jacinto River. The County will set up a separate account dedicated to the Grant and pay the City monthly after the County reviews and approves each invoice.
- 2.2 The City agrees to pay the Contractor after completion and acceptance of the work specified in each work order for silt and sediment removal services after receipt of an invoice that includes an amount based upon the unit pricing detailed in the respective contracts. The City will send the receipts to the County by email as provided in paragraph VI below. The County will have fifteen (15) calendar days to review and approve the invoices for conformance to Grant requirements.
- 2.3 During Phase One of the Project, the County will request \$20 million of the remaining available Grant money be placed in the separate account to pay to the City as Subrecipient based on approved invoices for the City to complete hydrographic surveys of the East and

West Forks of the San Jacinto River and Lake Houston and to bid out a dredging contract for work in these areas.

- 2.4 In accordance with Tex. Gov't Code § 791.011(d)(3), each Party to this Agreement warrants that all payments required under this Agreement will be made from current revenues available to the paying Party.

III. TERM AND TERMINATION

- 3.1 This Agreement shall commence upon the date executed by the Parties and expire upon the date that dredging and sediment removal operations are deemed completed or otherwise terminated based on a determination by the City and the County that the threat to the public health and safety has been sufficiently addressed.
- 3.2 Any Party may terminate this Agreement at any time by giving the other Parties thirty (30) days' written notice.
- 3.3 The obligations, including financial obligations, of each Party arising prior to any termination, or that expressly or by their nature extend beyond the expiration or termination of this Agreement, shall survive termination.

IV. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- 4.1 Nothing in this Agreement shall be 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 Parties.
- 4.2 The Parties agree that no provision of this Agreement extends any Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- 4.3 Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by any Party of any right, defense, or immunity on behalf of any Party, its employees or agents, under the Texas Constitution or the laws of the State of Texas. It is understood that the City and the County are independent governmental entities and do not have the authority to bind the other or to act as agent for the other. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose.

V. INDEPENDENT PARTIES

- 5.1 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,

association 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. It is further expressly understood and agreed by the Parties that the County and the County's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work except as may otherwise expressly be provided herein.

VI. NOTICES

- 6.1 All notices required to be given under this Agreement, other than weekly reports as set out below, shall be duly served upon personal delivery to the addresses below, or by when mailed by certified mail, return receipt requested, addressed to the City or County at the following addresses:

City: City of Houston
611 Walker, 12th Floor
Houston, Texas 77002
Attn: Director Solid Waste Management
Email: Harry.Hayes22@houstontx.gov

County: Office of the County Engineer
1001 Preston, 5th floor
Houston, Texas 77002
Attn: John Blount, P.E.
Email: John.blount@eng.hctx.net

- 6.2 Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.
- 6.3 Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Parties.
- 6.4 Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

VII. COVENANT NOT TO SUE, INDEMNIFICATION AND RELEASE

- 7.1 **BOTH PARTIES CONVENANT NOT TO SUE AND AGREE TO RELEASE THE OTHER PARTY, ITS AGENTS, OFFICERS, CONTRACTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, AND INVITEES FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, FINES, COSTS AND CAUSES OF ACTION OF EVERY CHARACTER AND KIND RESULTING FROM PERSONAL INJURY, ILLNESS, OR DEATH OF PERSON(S), OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING,**

GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACTIONS OF THE OTHER PARTY, ITS EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, LICENSEES, OR INVITEES IN SECURING, EXERCISING, OR IN ANY MANNER PERFORMING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS COVENANT NOT TO SUE AND TO RELEASE SHALL APPLY EVEN THOUGH ANY INJURY, SICKNESS, OR DEATH OR DAMAGE TO OR LOSS OF PROPERTY IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF ANY PROPERTY, AREA, FACILITIES, EQUIPMENT, TOOLS, OR OTHER ITEMS WHICH MAY BE PROVIDED BY EITHER PARTY, WHETHER OR NOT SUCH DEFECT OR CONDITION WAS KNOWN OR SHOULD HAVE BEEN KNOWN BY THE PARTY. THE COVENANT NOT TO SUE AND TO RELEASE PROVIDED HEREIN SHALL NOT BE CONSTRUED IN ANY WAY TO LIMIT INSURANCE COVERAGES PROVIDED BY THE CITY FOR THE COUNTY PURSUANT TO THE TERMS OF THIS AGREEMENT, WHICH INSURANCE REQUIREMENT IS INDEPENDENT FROM AND IN ADDITION TO SUCH COVENANT NOT TO SUE AND TO RELEASE. THIS COVENANT NOT TO SUE AND AGREEMENT TO RELEASE CONTAINED HEREIN ARE EQUALLY BINDING UPON THE PARTIES AND THEIR PERMITTED SUCCESSORS AND ASSIGNS.

- 7.2 The City will cause to be inserted in the Contracts that the consultant will indemnify, protect, covenant not to sue, release, and save and hold harmless the City and the County and all their representatives from all suits, actions, 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 scope of work under this Agreement, or on account of any act of omission by the contractor.

VIII. NO WARRANTIES OR REPRESENTATIONS

- 8.1 The County has not made any determination on the property rights for the waterways slated for the Project and has not evaluated whether the City has the authority to conduct the Project.

IX. INSURANCE

- 9.1 The City shall furthermore require that its Consultants, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements set forth below. Such insurance is to be provided at the sole cost of the Consultant. These requirements do not establish limits of the Consultant's liability.
- 9.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents. The County shall be named an "additional insured" on the Consultant's insurance policy. Such insurance shall include not less than the minimum coverages as stated in the current "Harris County General Conditions for Roads, Bridges and Related Work."

X. MISCELLANEOUS

- 10.1 This 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. Venue for any litigation relating to this Agreement is Houston, Harris County, Texas.
- 10.2 The recitals set forth in this Agreement are, by reference, incorporated into and deemed a part of this Agreement.
- 10.3 If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.
- 10.4 This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- 10.5 No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Parties.
- 10.6 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.
- 10.7 This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies at law and in equity may be availed of by any Party to this Agreement and shall be cumulative.
- 10.8 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY, TEXAS

By: _____
Assistant County Attorney
CA File No.

By: _____
Lina Hidalgo
County Judge

CITY OF HOUSTON

APPROVED:

By: _____
Sylvester Turner
Mayor

By: _____
Director,

ATTEST/SEAL:

COUNTERSIGNED BY:

By: _____
City Secretary

By: _____
City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

By: _____
Senior Assistant City Attorney
L.D. File No. _____

HARRIS COUNTY
OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

Vote of the Court:

		Yes	No	Abstain
December 11, 2019	Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Honorable County Judge & Commissioners	Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBJECT: Recommendation that the Office of the County Engineer be authorized to Prepare and Submit a Grant Application to the Texas Water Development Board related to Senate Bill 500 for Lake Houston Dredging

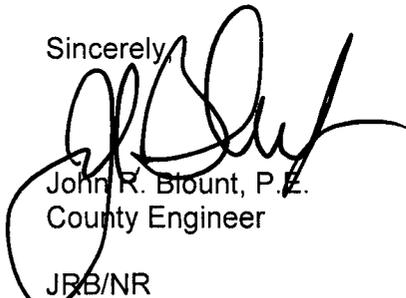
Dear Court Members:

It is recommended that the Office of the County Engineer be authorized to prepare and submit a grant application to the Texas Water Development Board (TWDB), and for Commissioners Court to approve the attached resolution related to Senate Bill 500 for Lake Houston dredging. Section 75 (c) of the senate bill states "\$30,000,000 may be used only to provide a grant to Harris County to remove accumulated siltation and sediment deposits located at the confluence of the San Jacinto River and Lake Houston."

The approach to completing work under the grant would be for the County to receive the grant funds, make the City of Houston a subrecipient to start immediate dredging, and to develop a long-term plan for keeping the region's raw water supply viable with adequate reservoir capacity. The County would be reimbursed from the grant for administrative and other related expenses incurred.

If authorized, the County will work with the Flood Control District, Budget Office, County Attorney, City of Houston, and the State of Texas, to advance all necessary applications and agreements needed to initiate the dredging activities funded in the 2019 legislative session. Grant awards, if made, will be presented to Commissioners Court for consideration at a future date.

Sincerely,



John R. Brount, P.E.
County Engineer

JRB/NR
Attachment

- cc: Daphne Lemelle, Community Services Development
- Russell Poppe, PE, Flood Control District
- Carol Haddock, PE, City of Houston
- Steve Costello, PE, City of Houston
- Wayne Klotz, PE, CWA

Presented to Commissioners Court

DEC 17 2019

APPROVE E/G
Recorded Vol _____ Page _____

US-org Hr order + resolution + copy back up
Eng - copy Hr + cc order + resolution + copy back up
Grant

COURT ORDER

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 17th day of December, 2019, the Commissioners' Court of Harris County, Texas, sitting as the governing body of Harris County, upon motion of Commissioner Ellis, seconded by Commissioner A. Garcia, duly put and carried,

IT IS ORDERED that County Judge Lina Hidalgo or her designee be hereby authorized to approve, and on behalf of Harris County, Texas, to apply for, the following grant from the Texas Water Development Board:

SB 500 75(c) - Lake Houston Dredging

Grant Amount: \$30,000,000
Grant Period: 05/26/2019 – 05/25/2021

Vote of the Court:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Presented to Commissioners Court

DEC 17 2019
APPROVE E/G
Recorded Vol Page

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Commissioners Court of the Harris County, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Commissioners Court OF THE Harris County, Texas:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 30,000,000 to provide for the costs of equipment acquisition, management plans, and dredging Lake Houston.

SECTION 2: That County Judge Lina Hidalgo be and is hereby designated the authorized representative of the Harris County, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the Harris County, Texas before any hearing held by the Texas Water

Development Board on such application, to wit:

Vote of the Court:

			Yes	No	Abstain
Financial Advisor:	<u>Mike Post</u>	<u>Judge Hidalgo</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>County Auditor</u>	<u>Comm. Ellis</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<u>Comm. A. Garcia</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Engineer:	<u>John Blount, P.E.</u>	<u>Comm. Radack</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>County Engineer</u>	<u>Comm. Cagle</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bond Counsel:	<u>Douglas Ray</u>				
	<u>Special Assistant County Attorney</u>				

PASSED AND APPROVED, this the DEC 17 day of 2019

ATTEST: *Diane Trautman*
DIANE TRAUTMAN, County Clerk

By: *Lina Hidalgo*
COUNTY JUDGE LINA HIDALGO

(Seal)

Presented to Commissioners Court

DEC 17 2019

APPROVE E/G
Recorded Vol Page

SECTION 75. WATER DEVELOPMENT BOARD: MATCHING FUNDS FOR

FEMA PUBLIC ASSISTANCE GRANT PROGRAM. (a) In addition to amounts previously appropriated for the state fiscal biennium ending August 31, 2019, \$365,000,000 is appropriated from the economic stabilization fund to the Water Development Board for the two-year period beginning on the effective date of this Act for the purpose of providing matching funds for projects sponsored by municipalities and counties in this state and approved for the Public Assistance grant program administered by the Federal Emergency Management Agency.

(b) Contingent on Senate Bill No. 7 or similar legislation of the 86th Legislature, Regular Session, 2019, relating to flood control planning and the funding of flood planning, mitigation, and infrastructure projects becoming law:

(1) the appropriation of money made in Subsection (a) of this section has no effect; and

(2) in addition to amounts previously appropriated for the state fiscal biennium ending August 31, 2019, \$365,000,000 is appropriated from the Texas infrastructure resiliency fund to the Water Development Board for the two-year period beginning on the effective date of this Act for the purpose of providing matching funds for projects sponsored by municipalities and counties in this state and approved for the Public Assistance grant program administered by the Federal Emergency Management Agency.

~~*~~ [(c) Out of the amount appropriated under Subsection (a) or (b) of this section, as applicable, \$30,000,000 may be used only to provide a grant to Harris County to remove accumulated siltation and sediment deposits located at the confluence of the San Jacinto River and Lake Houston.]

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Harris §
APPLICANT Harris County, Texas §

I, the undersigned, Secretary of the Commissioners Court of Harris County, Texas,
DO HEREBY CERTIFY as follows:

1. That on the 17th day of December, 2019, a regular/special meeting of the
Commissioners Court was held; the duly constituted members of the
Commissioners Court being as follows:

Judge Lina Hidalgo, Commissioner Rodney Ellis, Commissioner Adrian Garcia, Commissioner Steve Radack, and Commissioner R. Jack Cagle

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

None

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

"A RESOLUTION by the Commissioners Court of the Harris County, Texas requesting
financial participation from the Texas Water Development Board; authorizing the filing of an application
for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the Commissioners Court for passage and adoption. After
presentation and consideration of the resolution, and upon a motion made by Commissioner Ellis and
seconded by Commissioner Adrian Garcia, the resolution was passed and adopted by the
Commissioners Court by the following vote:

5 voted "For" _____ voted "Against" _____ abstained

all as shown in the official minutes of the Commissioners Court for this meeting.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of
the _____, this the _____ day of DEC 17 2019, 20_____.


Secretary DIANE TRAUTMAN, County Clerk

(SEAL)

Application Affidavit

THE STATE OF TEXAS §
COUNTY OF HARRIS §
APPLICANT Harris County, Texas §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Lina Hidalgo as the Authorized Representative of the Harris County, Texas, who being by me duly sworn, upon oath says that:

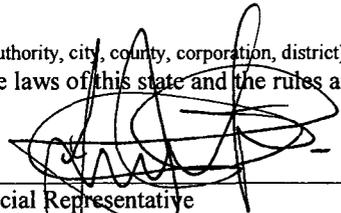
1. The decision by the Harris County Commissioners Court (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and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

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

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

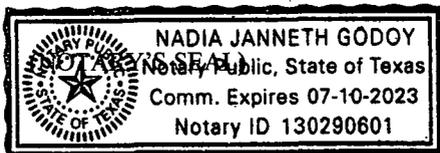
4. The County (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance; and

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



Official Representative
Title: COUNTY JUDGE LINA HIDALGO

SWORN TO AND SUBSCRIBED BEFORE ME, by Lina Hidalgo
on this 19th day of December, 2019.





Notary Public, State of Texas