

INTERLOCAL AGREEMENT FOR
DEBRIS REMOVAL FROM
OYSTER CREEK AND BASTROP BAYOU

This Agreement (the “Agreement”) is made by and between the **County of Brazoria, Texas**, a political subdivision of the State of Texas acting through its Commissioners Court (the “County”), **City of Richwood**, acting through its City Council (“Richwood”), **Angleton Drainage District**, acting through its Board of Commissioners (the “ADD”), **Velasco Drainage District**, acting through its Board of Commissioners (“VDD”), **City of Lake Jackson**, acting through its City Council (“Lake Jackson”), **City of Clute**, acting through its City Council (“Clute”), **Town of Holiday Lakes**, acting through its City Council (“Holiday Lakes”), and **Village of Bailey’s Prairie**, acting through its City Council (“Bailey’s Prairie”). Each may be referred to individually as a “Party” and collectively as the “Parties”.

Recitals

WHEREAS, County is administering debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service (“NRCS”) for EWP Project No. 5118 and DSR 48-14-24-5118-002. Brazoria County Commissioners Court approved the grant award on July 8, 2025, Court Order I.2 “Exhibits C and D”; and

WHEREAS, County will manage and administer the NRCS Grant and is willing to collaborate with Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey’s Prairie on the overall local match funding for this project; and

WHEREAS, NRCS is funding constructions costs estimated at \$3,827,344.50 and technical assistance estimated at \$383,000.00 for a total not to exceed amount of \$4,210,344.50. The NRCS Grant requires a 25% local match estimated at \$1,275,781.50; and

WHEREAS, County warrants that its Commissioners Court approved this agreement by Court Order No. _____, dated _____, 2025, authorizing its County Judge to execute it on the County’s behalf; and

WHEREAS, Richwood warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City’s behalf; and

WHEREAS, ADD warrants that its Board of Commissioners approved this Agreement, dated _____, 2025 authorizing its _____ to execute it on District’s behalf; and

WHEREAS, VDD warrants that its Board of Commissioners approved this Agreement, dated _____, 2025 authorizing its _____ to execute it on District’s behalf; and

WHEREAS, Lake Jackson warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City’s behalf; and

WHEREAS, Clute warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Holiday Lakes warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Bailey's Prairie warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes, and Bailey's Prairie hereby agree to the following for the participation in the multi-jurisdictional debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, in accordance with the terms and conditions set forth herein:

AGREEMENT

Project: Debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") for EWP Project No. 5118 and DSR 48-14-24-5118-002 ("Project").

The Parties' obligations hereunder are as follows:

County's Obligations:

1. Administer the Project.
2. Be the repository of all receipts and documentation pertinent to the Project and furnish to NRCS and Parties to this Agreement upon request.
3. Fund the 25% local match estimated in the amount of \$1,275,781.50 plus overage of design fees over the course of Project as set forth in the Grant Agreement with NRCS.
4. Serve as the primary contact in all matters pertaining to the Project and the conduit for communication between itself, the Parties and NRCS.
5. Provide project progress reports to all Parties.
6. County Auditor will hold all funds deposited from all Parties to this Agreement and issue payment as required under the NRCS Grant.

Richwood's Obligations:

1. Fund \$62,102.61 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.

3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

ADD's Obligations:

1. Fund \$61,128.10 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

VDD's Obligations:

1. Fund \$310,778.80 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Lake Jackson's Obligations:

1. Fund \$201,811.32 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Clute's Obligations:

1. Fund \$39,866.15 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Holiday Lakes' Obligations:

1. Fund \$13,200.13 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Bailey's Prairie's Obligations:

1. Fund \$78,314.84 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Proportionate Responsibility:

Each Party to this agreement will be responsible for its proportionate responsibility for the Grant required matching funds. Exhibit "A" is a map identifying each Party's area of the Project. Exhibit "B" is a chart setting forth approximate financial participation of each Party. The above amounts are estimations and the actual costs of the project will be unknown until completed and closed out. The financial audit for the cost of the Project shall be performed by the County. Upon 30-days of completion of financial audit, the County will provide the Parties a copy of the audit and each Parties actual costs. Any paid overages will be refunded. Any amounts due will be invoiced to be paid within 30 days of invoicing.

County, Richwood, VDD, ADD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie desire to cause to have the Project completed on behalf of all Parties for purposes of public safety.

Any Party paying for the performance of governmental functions or services hereunder must make the payment(s) from current revenues available to such party.

By this Agreement the Parties assume no obligation, duty, or other responsibility with regard to any governmental function or service for which another Party hereto is responsible. In addition, the parties assume no legal liability for the actions of any other Party hereto through the execution of this Agreement or performance of any obligations hereunder. No Party to this Agreement shall have any liability for the actions or omissions of the officers, employees, contractors, or agents of any other Party hereto and each Party is solely responsible for the actions and omissions of its own officers, employees, contractors, and agents.

This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations and ordinances of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Brazoria County, Texas.

Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie or their respective officers, trustees, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

This Agreement constitutes the entire agreement of the Parties hereto with respect to the Project and supersedes any other oral or written understandings or agreements. This Agreement may not be modified or amended except by a written agreement duly executed by all Parties hereto.

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.

This Agreement may not be assigned, in whole or in part, without the prior written consent of all Parties hereto.

The term of this Agreement shall begin on the date of last execution below and shall terminate when all of the Parties' respective obligations hereunder have been performed, unless terminated earlier by mutual written agreement of the Parties.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all Parties hereto.

Executed this ____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

CITY OF RICHWOOD, TEXAS

By: _____
L. M. "Matt" Sebesta, Jr.
County Judge

By: _____
Eric Foerster
City Manager

Date signed: _____

Date signed: _____

ANGLETON DRAINAGE DISTRICT

VELASCO DRAINAGE DISTRICT

By: _____
Print Name: _____

By: _____
Print Name: _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____

CITY OF LAKE JACKSON

CITY OF CLUTE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____

TOWN OF HOLIDAY LAKES

VILLAGE OF BAILEY'S PRAIRE

By: _____

By: _____

Print Name: _____

Print Name: _____

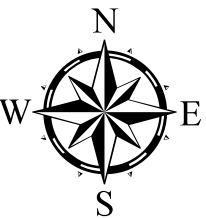
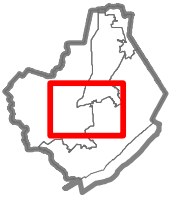
Title: _____

Title: _____

Date signed: _____

Date signed: _____

Exhibit A



- 1 (4.22 miles)
- A (5.33 miles)
- B (1.49 miles)
- C (5.57 miles)
- D (4.42 miles)
- E (6.15 miles)
- F (1.34 miles)
- G (2.36 miles)
- H (2.94 miles)
- I (4.1 miles)
- J (0.41 miles)
- K (1.12 miles)
- L (1.33 miles)
- M (1.46 miles)
- N (0.54 miles)
- O (2.91 miles)
- P (2.09 miles)

Brazoria County Engineering

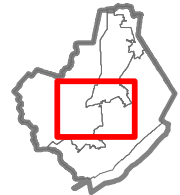


Oyster Creek

Date: 4/30/2025

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Exhibit A



- | | |
|----------------|----------------|
| 1 (4.22 miles) | I (4.1 miles) |
| A (5.33 miles) | J (0.41 miles) |
| B (1.49 miles) | K (1.12 miles) |
| C (5.57 miles) | L (1.33 miles) |
| D (4.42 miles) | M (1.46 miles) |
| E (6.15 miles) | N (0.54 miles) |
| F (1.34 miles) | O (2.91 miles) |
| G (2.36 miles) | P (2.09 miles) |
| H (2.94 miles) | |

**Brazoria County
Engineering**



Oyster Creek

Date:
4/30/2025

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Exhibit B

8.27.25

	<u>Funding</u>	<u>NRCS</u>	<u>Local Sponsor</u>	<u>Cost per 1 Mile</u>
Construction Funding	\$5,103,126.00	\$ 3,827,344.50	\$ 1,275,781.50	\$ 26,701.16
Design Funding	\$ 383,000.00	\$ 383,000.00	\$ 417,378.28	\$ 8,735.42
Total Funding	\$5,486,126.00	\$ 4,210,344.50	\$ 1,693,159.78	\$ 35,436.58

[illegible]

Bastrop Bayou																						
Section	Jurisdiction/%	Mileage	Total Design Fee \$	Total Construction Fee \$	Total Fee \$	BC	HL	BP	ADD	LI	CL	VDD	RI	BC	HL	BP	ADD	LI	CL	VDD	RI	
1	BC/25, RI/25, ADD/25, VDD/25	4.22	\$ 36,862.46	\$ 112,678.90	\$ 149,542.37	\$	\$	\$	\$ 9,215.87	\$	\$	\$ 9,215.87	\$	\$ 28,169.73	\$	\$	\$	\$ 28,169.73	\$	\$	\$ 28,169.73	\$
Subtotal=			4.22	\$ 36,862.46	\$ 149,542.37	\$	\$	\$	\$ 9,215.87	\$	\$	\$ 9,215.87	\$	\$ 28,169.73	\$	\$	\$	\$ 28,169.73	\$	\$	\$ 28,169.73	\$

Total =	47.78	\$ 417,378.28	\$ 1,275,781.50	\$ 1,693,159.78	\$ 228,256.48	\$ 3,253.94	\$ 19,305.27	\$ 15,068.60	\$ 49,748.21	\$ 9,827.35	\$ 76,609.62	\$ 15,308.82	\$ 697,701.35	\$ 9,946.18	\$ 59,009.57	\$ 46,059.50	\$ 152,063.12	\$ 30,038.81	\$ 234,169.19	\$ 46,793.79
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BC: Brazoria County total contribution =	\$	925,957.83
HL: Town of Holiday Lakes total contribution =	\$	13,200.13
BP: Village of Baileys Prairie total contribution =	\$	78,314.84
ADD: Angleton Drainage District		61,128.10
Lj: City of Lake Jackson total contribution =	\$	201,811.32
CL: City of Clute total contribution =	\$	39,866.15
VDD: Velasco Drainage District total contribution =	\$	310,778.80
RI: City of Richwood total contribution =	\$	62,102.61



U.S. Department of Agriculture
Natural Resources Conservation Service

Exhibit C

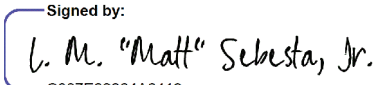
NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR257442XXXXC005	2. Amendment Number	3. Award /Project Period Date of Final Signature- 12/01/2026	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 101 South Main Street Temple, TX 76501		6. Recipient Organization (Name and Address) COUNTY OF BRAZORIA 237 E LOCUST ST ANGLETON TX 77515-4621 UEI Number / DUNS Number: N1GLHP8EWH9 / 040341430 EIN:	
7. NRCS Program Contact Name: MICHAEL ROBISON Phone: (254) 742-9901 Email: michael.robison@usda.gov	8. NRCS Administrative Contact Name: KAYLIE ALDERMAN Phone: (817) 509-3374 Email: kaylie.alderman@usda.gov	9. Recipient Program Contact Name: Matt Hanks Phone: (979) 864-1265 Email: matth@brazoriacountytx.gov	10. Recipient Administrative Contact Name: Tricia Simmons Phone: (979) 864-1265 Email: TriciaS@brazoriacountytx.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Wael Tabara Phone: (979) 864-1265 Email: Waelt@brazoriacountytx.gov
15. Project Title/ Description: Brazoria County for EWP Project # 5118 in Brazoria County, Texas for implementation of recovery measures			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$4,210,344.50	\$1,275,781.50	
Additional funds total	\$0.00	\$0.00	
Grand total	\$4,210,344.50	\$1,275,781.50	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$3,827,344.50	Other	\$383,000.00
Total Direct Cost	\$4,210,344.50	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$1,275,781.50
		Total Federal Funds Awarded	\$4,210,344.50
		Total Approved Budget	\$5,486,126.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Kristy Oates State Conservationist	Signature KRISTY OATES  Digitally signed by KRISTY OATES Date: 2025.07.09 15:47:01 -05'00'	Date
Name and Title of Authorized Recipient Representative Matt Sebesta County Judge	Signature Signed by:  C007E89964A6419...	Date Jul 9, 2025

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS," to provide technical and financial assistance to Brazoria County, hereinafter referred to as the "Sponsor", for EWP Project # 5118 in Brazoria County, Texas for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 48-14-24-5118-002– debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, Brazoria County, Texas

Budget Narrative

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: \$5,486,126.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$3,827,344.50 + 25% Sponsor \$1,275,781.50): \$5,103,126.00

Technical Assistance (TA) Costs:

100% NRCS (up to total construction cost): \$383,000.00

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$383,000.00 of the total construction cost for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. These costs shall include:

- a. Engineering costs include, but are not limited to, developing a project design that includes construction drawings and specifications, an Operation and Maintenance Plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
- b. Contract administration costs include, but are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing

prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this SOW.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the project.
7. Provide the agreed-to portion of the actual, eligible, and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs are amounts from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer's approved plans and specifications.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).
10. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed, including estimated quantities and values. The Plan of Operations shall be concurred by NRCS during the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services.
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP program project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP

program project measures.

c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP program project measures.

d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs, nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact progress reports as agreed to and as necessary. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information.

17. Ensure that all contractors on NRCS-assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written occurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for three years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD.@usda.gov as outlined in the applicable version of the General Terms

and Conditions.

Performance Reports: quarterly

Financial Reports (form SF-425): quarterly

NRCS RESPONSIBILITIES

1. For sites requiring contracted engineering services, assist Sponsor in establishing design parameters. Determine eligible construction costs during the pre-design conference.
2. If applicable, designate a Government Representative to serve as liaison with the Sponsor and identify that person's contact information with this fully signed and executed agreement.
3. For sites requiring contracted engineering services, review, comment, and concur in preliminary and final plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP). For sites designed by NRCS, provide final plans, construction specifications, construction costs estimate, O&M Plan, and QAP to the Sponsor.
4. Make periodic site visits during the installation of the EWP program project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP program project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the EWP program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as outlined in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the NRCS designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the EWP program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for operation and maintenance.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP program project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
6. Provide construction inspection in accordance with the QAP.
7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the project was installed in accordance with the approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

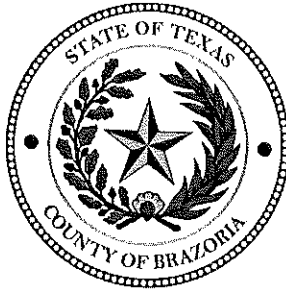
Milestones shall include, but not limited to, the following items.

1. Obtaining permits: estimated month 6-8
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 2
4. Award contract: estimated month 1
5. Date of estimated completion of construction: September 2026
6. Complete close-out activities December 2026

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

Exhibit D



CERTIFIED COPY BRAZORIA COUNTY COMMISSIONERS COURT

ORDER NO.1.2.

AUTHORIZATION OF GRANT AWARD ACCEPTANCE FOR DEBRIS REMOVAL ALONG OYSTER CREEK AND BASTROP BAYOU

Approve the Notice of Grant and Agreement Award with the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS" to provide technical and financial assistance to Brazoria County, hereinafter referred to as the "Sponsor", for EWP Project #5118 as detailed in the attached document and described as: DSR 48-14-24-5118-002 debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, Brazoria County, Texas.

Whereas, Total Estimated Project Budget: \$5,486,126.00

The budget includes:

- Financial Assistance (FA) Costs:
 - Construction Costs (75% NRCS \$3,827,344.50 + 25% Sponsor \$1,275,781.50): \$5,103,126.00
 - Technical Assistance (TA) Costs: 100% NRCS (up to total construction cost): \$383,000.00

Whereas, the Court approves utilization of Road & Bridge funds in the respective fiscal year for the County's 25% required share of construction cost, plus any technical and administrative cost exceeding the NRCS contribution.

Further, that the County Judge be authorized to sign any and all documents relating to the project following review by the District Attorney's Office and a certified copy of this court order be furnished to the Engineering Department.

Updated Order read in Court

RESULT:	APPROVED
MOVER:	Jay Burrige
SECONDER:	David R. Linder
AYES:	Judge Sebesta Jr., Commissioner Burrige, Commissioner Adams, and Commissioner Linder

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO.I.2.

**AUTHORIZATION OF GRANT AWARD
ACCEPTANCE FOR DEBRIS REMOVAL ALONG
OYSTER CREEK AND BASTROP BAYOU**

as approved by the Commissioners Court on the 8th day of July, A.D., 2025, and as the same appear(s) in the Commissioners Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of July, A.D., 2025.

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners
Court of Brazoria County, Texas

By: 
T. Reynolds, Deputy

