

This Project Management Agreement (“Agreement”) is entered into as of the day 28 of July 2025 (“the Effective Date”) by and between the Nueces River Authority (“Authority”) and the Atascosa County (“County”). Hereinafter, the Authority and County may at times each be referred to individually and without distinction as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, the Authority is a political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to Chapter 427, Acts of the 44th Legislature of the State of Texas, First Called Session, 1935, as amended;

WHEREAS, the County is a political subdivision of the State of Texas;

WHEREAS, the County has need for a Project (“Project”) and requests the assistance of the Authority to seek grant funding with a local match, a pro-rata portion to be funded by the County from the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF); with grant and match funding to be used to update and enhance floodplain mapping; to improve flood risk management and guide future mitigation planning as recommended by the Amended 2023 Region 13 Nueces Regional Flood Plan; and seeks the assistance of the Authority to apply for grant funding, provide conduit financing for the County’s pro rata portion of the match; and assistance in providing grant and project management and administration.

WHEREAS, the Authority has agreed to provide assistance to the County for the Project in exchange for the Consideration Payment, as described in paragraph 2 below and Exhibit A herein; and

WHEREAS, in addition to the consideration provided in this Agreement, both the Authority and the County will benefit from improved development the Project consistent with both Parties’ underlying purposes;

NOW, THEREFORE, in recognition of the foregoing recitals, the truth of which the Parties acknowledge, and for and in consideration of the premises above and the respective promises and mutual covenants and benefits hereinafter set forth, the Parties contract and agree as follows:

1. The County agrees as follows:

a. Consideration Payment: The County is aware the Authority will receive a small portion of the grant as a “Consideration Payment” in exchange for the Authority’s obligations as described in Exhibit A herein. The Authority shall submit request to TWDB based on the progress of the project as grant monies are received.

b. Project Costs. The County shall be solely responsible for pro rata payment of all costs and expenses associated with, or arising out of, or related to, the Projects that are required by the scope of the project as detail in Exhibit B and not included pursuant to this contract. Such project costs, as applicable, shall be provided within 30 days of Authority invoices to the County. County will also be responsible for a prorated portion of the required match of the Texas Water Development Board (TWDB) Flood Infrastructure Fund as detailed in Exhibit C herein. Unless otherwise agreed in writing, the Authority shall have no liability or responsibility for the path exception of any cost or expense associated with, or

arising out of, or related to the Project with exception the consultants retained by the Authority to conduct the assessments.

c. Access to Records and Real Property. The County agrees to provide the Authority access to records and real property necessary for the Authority to perform its obligations under this Agreement. Such access may require the subsequent execution of easements and/or other real property instruments, of which the County shall cooperate fully.

d. Ongoing Cooperation. The County shall fully cooperate with the Authority in order to ensure the satisfactory completion of the Project. Furthermore, the County agrees to evaluate the Authority's recommendations and to take action for any and all formal approvals/County action that are required under the Project. Such actions may include, but are not limited to, the approval of recommended engineer/contractor, approvals of change orders, and actions as may be required by the funding agency pursuant to the contract implementation. The County will coordinate with the Authority for such County actions, with such actions not being unreasonably denied, withheld, or delayed.

2. The Authority agrees as follows:

a. Invoicing, and Reimbursement Process. The Authority shall complete the obligations of the County for funding and implementation, including reporting, information requests, invoicing, and financial coordination/withdrawal requests as required to be submitted to the County.

b. Retention of Primary Contractor and Engineer. The Authority shall conduct an appropriate process, in compliance with applicable law, and shall coordinate with the County in the selection of the primary contractor and engineer. Should joint approvals by both Parties' governing bodies become necessary for such selection and execution of respective agreements, the Authority and County shall coordinate such briefings and approvals.

c. Project Management. The Authority shall oversee the Project, and the County agrees that the primary contractor and engineer shall report directly to the Authority's designated representative. Such Project oversight will also include necessary meetings and communication discussions prior to any required process, during the Project implementation, and through the completed inspection activities. The Authority shall provide Project briefings to the County's designated representative upon the County's written request. In order to effectuate the Authority's Project Management obligations, and as necessary with the formal approval of the County, the Authority may enter into subsequent agreements with all necessary entities (including but not limited to the primary contractor) to govern obligations with such entities.

3. Good Faith Cooperation. The County and the Authority shall cooperate in good faith to implement the terms and provisions of this Agreement.

4. Duration. This Agreement shall terminate upon the County's final payment to the Authority of the Consideration Payment, which shall be provided no later than thirty (30) days after the Authority provides the County with written notice that the Project is substantially complete.

5. Insurance. (a) The Parties agree that all contractors and subcontractors performing work on the Project maintain the following insurance:

General Liability Insurance:

Bodily Injury \$500,000 per person
Bodily Injury \$1,000,000 per occurrence
Property Damage \$500,000 per occurrence
Aggregate \$2,000,000

Workers Compensation: Statutory

Automobile Liability: \$1,000,000 policy limit

- (b) The County shall provide a letter of insurance in form acceptable to the Authority. The Authority, being self-insured, shall provide a letter of self-insurance in form acceptable to the County.
- (c) All required policies shall name Authority as an additional insured, except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance (as applicable). As proof of said insurance coverage, all contractors, and sub-contractors shall provide Authority valid certificates of insurance for the types and limits required herein, prior to commencing work on the Project. In addition, all required insurance shall contain a provision that coverage afforded under such policies will not be materially changed or canceled without at least thirty (30) days' prior written notice to Authority. The insurance requirements shall remain in effect throughout the term of this Agreement.

6. Miscellaneous Provisions

- a) Amendments. No modification, addition, deletion, revision, or other change to this Agreement shall be effective unless such change is reduced to writing and executed by both Parties.
- b) Assignability. This Agreement shall bind the Parties, and their legal successors, but shall otherwise not be assignable by either Party without the prior written consent of the other Party; but which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind such Party and shall apply to and bind any successors or assigns of such Party.
- c) Governing Law. This Agreement shall be governed by the Constitution and laws of the State of Texas.
- d) Jurisdiction/Venue. Any proceeding by either Party to construe, interpret, enforce, or terminate this Agreement shall be brought exclusively in a court of competent jurisdiction in **Atascosa County**, Texas.
- e) Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- f) Authority to Execute Agreement. Each person signing on behalf of the Parties hereby confirms that she/he has the authority to execute this Agreement on behalf of the Party indicated by her/his signature and to bind such Party. The Parties further agree to execute such memoranda, documents, or agreements as may be required in the future to implement this Agreement.
- g) Entirety of the Agreement. This Agreement, together with all the Exhibits identified herein, contains the entire agreement of the Parties. No agreement, statement, or promise made by

any Party or by or to any employee, agent, or officer of any Party, which is not contained in this Agreement or Exhibits to it shall be valid, binding, or of any force or effect.

- h) Impact of Invalidity of a Provision in the Agreement. With the exception of any provision material to the Parties' execution of this Agreement, or to the extent it would otherwise frustrate the central purpose of this Agreement, if one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- i) Notices. All notices, communications, documents, and other information required under the Agreement shall be personally delivered or mailed to the respective Parties by certified mail, return receipt requested at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party of a change in address. Notices sent by mail shall be deemed to have been received five (5) days following the date of mailing. The initial mailing addresses of Authority and County are as follows:

If intended for Authority, to:

Nueces River Authority
Attn: John J. Byrum II, Executive Director
539 South Highway 83 Uvalde, Texas 78801

If intended for County, to:

Atascosa County
Attn: The Honorable Weldon Cude, County Judge
1 Courthouse Circle Dr, Jourdanton, TX 78026

Either Party may change its mailing address by written notice to the other Party at least ten (10) days prior to the effective date of such change in its mailing address.

IN WITNESS WHEREOF, the Parties hereto, have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, all as of the Effective Date.

Nueces River Authority By: _____

Title: _Executive Director_____ Date: _____, 2025

Atascosa County By: _____

Title: County Judge: _____ Date: _____, 2025

Exhibit A

Texas Water Development Board (TWDB) Flood
Infrastructure Fund

Required Match

EXHIBIT A

CONSIDERATION PAYMENT

Grant Amount: \$30,000,000 to assist Counties in update and enhance floodplain mapping throughout the Nueces River Basin to support improved flood risk management and guide future mitigation planning as recommended by the Amended 2023 Region 13 Nueces Regional Flood Plan.

Atascosa County Required Match

Atascosa County Total Match - \$384,348.00

10 Year 0% Interest Loan

Annual Payment - \$38,434.80

All Payments made to the Nueces River Authority

First Payment Due Date: January 1st, 2026 - \$38,434.80

Second Payment Due: January 1st, 2027 - \$38,434.80

Third Payment Due Date: January 1st, 2028 - \$38,434.80

Fourth Payment Due: January 1st, 2029 - \$38,434.80

Fifth Payment Due Date: January 1st, 2030 - \$38,434.80

Sixth Payment Due: January 1st, 2031 - \$38,434.80

Seventh Payment Due Date: January 1st, 2032 - \$38,434.80

Eighth Payment Due: January 1st, 2033 - \$38,434.80

Ninth Payment Due Date: January 1st, 2034 - \$38,434.80

Tenth and Final Payment Due: January 1st, 2035 - \$38,434.80

EXHIBIT B
PROJECT SCOPE

PROJECT SCOPE

- A. Nueces Basin Floodplain Map Updates:** update and enhance floodplain mapping in participating Counties to support improved flood risk management and guide future mitigation planning, as recommended by the Amended 2023 Region 13 Nueces Regional Flood Plan. Scope of this portion of the project includes:
1. Obtain existing modeling and mapping products, geometric information, and identify gaps in data relative to modeling and mapping under this study.
 2. Conduct measurements and/or field surveys at select hydraulic structures to support Class D/E model development.
 3. Develop updated hydrologic and hydraulic models incorporating both legacy models and newly acquired data.
 4. Produce Federal Emergency Management Agency (FEMA) compliant mapping products, including detailed floodplain boundaries, depth grids, and water surface elevation profiles.
 5. Conceptual flood mitigation analysis report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding.
- B. Nueces Basin High Hazard Dam Identification and Risk Assessment:** Identify and evaluate high hazard dams within the basin to detect structural or operational deficiencies and identify/ prioritize mitigation actions. Anticipated activities to conduct the high hazard dam assessments include:
1. Desktop review of existing dam inventory data and perform a gap analysis to identify data needs.
 2. Screening-level risk assessments using a transparent prioritization framework tailored to dam characteristics and potential downstream impacts.
 3. Prioritize list of high hazard dams and their risks with identified deficiencies and recommended mitigation strategies
 4. Prepare a report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding. for selected areas.
- C. Nueces Basin Low Water Crossing (LWC) Study and Upgrade Prioritization:** Inventory and assess low water crossings within the basin to evaluate flood-related risks and support mitigation prioritization.
1. Desktop review of available information for LWCs using available data sources and update inventory/database of LWCs in the basin.
 2. Develop and apply scoring and ranking methodology to prioritize LWCs based on flood risk, safety concerns, and community impact.
 3. Prioritize potential flood risk reduction solutions for LWCs in the basin, in coordination with Region 13 Flood Planning efforts.
 4. Prepare a report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding.

D. Nueces Basin Early Flood Warning System: Assess feasibility of implementing a flood early warning system (FEWS) in the Nueces River Basin. Anticipated tasks include:

1. Desktop review of existing data that may be applied to inform the flood preparedness toolsets and early flood warning system including but not limited to: existing flood warning systems in the basin, precipitation gage locations, stream gage locations, existing and planned flood inundation mapping.
2. Identify gaps in gage coverage and data, identify potential locations for additional gages and additional data needed to support FEWS, identify options for potential FEWS based on current and proposed gages and data, evaluate integration of existing FEWS.
3. Develop a framework for the Nueces River Basin FEWS.
4. Prepare a conceptual flood mitigation analysis report to support identification of Flood Mitigation Evaluations (FME) and Flood Mitigation Projects (FMP) to be considered for future funding.

Empower Your Community with Modernized Mapping and Enhanced Safety Measures

The Nueces River Authority is taking steps to protect our community from the risk of future flooding. This 2- to 3-year-long program includes detailed floodplain modeling and mapping, dam hazard assessment, flood warning programs, and identifying protections needed at low-water crossings. This is an opportunity to upgrade your community's infrastructure with our state-of-the-art mapping solutions, replacing outdated maps that are up to 30 years old. Our updated maps provide accurate, realistic data essential for effective ordinance planning and implementation.

BENEFITS TO YOUR COMMUNITY

- 1. More Accurate Flood Mapping**
 - Mapping down to 6-inch reduces flood risk
 - Ability to replace outdated FEMA maps
 - Improves public safety
 - Expands ability to protect property
 - Encourages economic development
 - Enhances ability to craft meaningful flood protection regulations based on updated data
 - Reduces flood insurance requirements
 - Meets eligibility to become a community within the critical rating system
- 2. Early Flood Warning System**
 - Increases community safety during severe weather events
 - Reduces use of EMT / emergency rescue resources
- 3. Dam Hazard Assessment and Low Water Crossing Inventory**
 - Identifies critical infrastructure improvements needed to protect public safety

OUR ASK OF YOU

- **Invest in Your Community's Future:** Support your County's piece of the funding and participate in the process so we can provide comprehensive solutions that are designed to deliver efficiency, safety, and peace of mind.



NUECES FLOOD PLANNING REGION 13



The program may provide grants worth up to 75%* of the necessary funding.

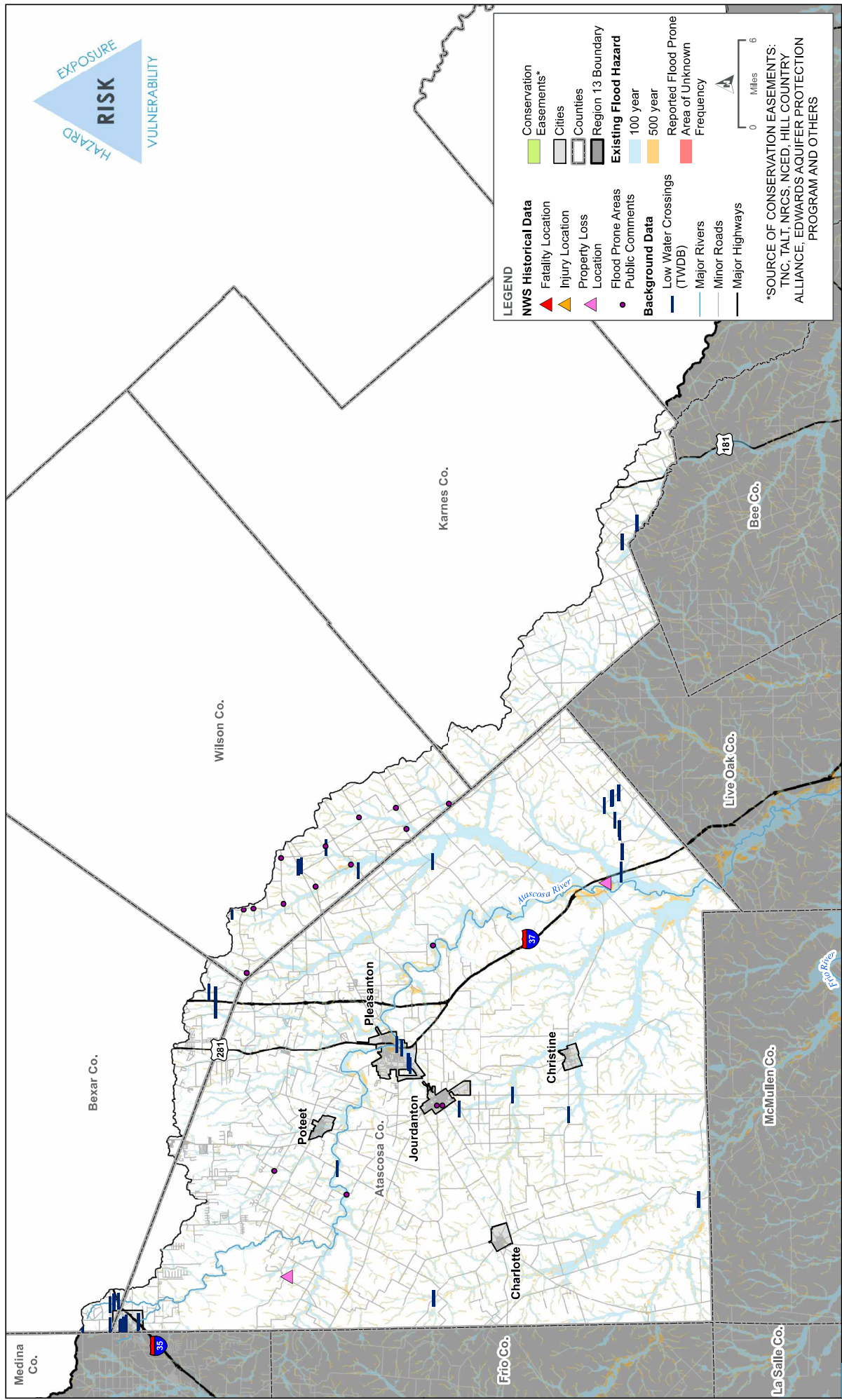
* In-kind local support and/or low-interest loans will support the remaining 25%

Atascosa County Flood Statistics

County's area in flood planning region	1,199 sq. mi.	% of county's land area located within a high flood risk score area*	19%
Number of structures*	3,176	* Source: 2023 Nueces Regional Flood Plan	
Residential structures*	2,481	Estimated cost to county without program	\$1,537,391
Population*	5,694	Estimated cost to county with program	\$384,348
Low water crossings	31	Estimated annual cost to county with program**	\$38,435
Total number of dams	53	Estimated cost savings with program	75%

* included within both 100-yr and 500-yr floodplains

** 10-yr TWDB FIF Loan at 0% interest



LEGEND

NWS Historical Data

- Fatality Location (Red triangle)
- Injury Location (Yellow triangle)
- Property Loss Location (Purple triangle)
- Flood Prone Areas (Blue shaded area)
- Public Comments (Purple dot)

Background Data

- Low Water Crossings (TWDB) (Blue line)
- Major Rivers (Blue line)
- Minor Roads (Grey line)
- Major Highways (Black line)

Conservation Easements*

- Cities (Grey outline)
- Counties (Black outline)
- Region 13 Boundary (Thick black outline)

Existing Flood Hazard

- 100 year (Light blue)
- 500 year (Yellow)
- Area of Unknown Frequency (Red)

***SOURCE OF CONSERVATION EASEMENTS:**
TNC, TALT, NRCS, NCED, HILL COUNTRY ALLIANCE, EDWARDS AQUIFER PROTECTION PROGRAM AND OTHERS

0 6 Miles

REGION 13 - EXISTING FLOOD HAZARD - ATASCOSA, BEXAR, KARNES & WILSON COUNTY
MAP 23B1



FCFD