



MEETING MATERIALS

May 4, 2011

San Jacinto River Authority Office

Region H Water Planning Group
10:00 AM Wednesday
May 4, 2011
San Jacinto River Authority Office
1577 Dam Site Rd, Conroe, Texas

AGENDA

Call to Order Public Meeting:

1. Receive public comment on the submitted Texas Water Development Board Regional Water Planning Grant application.
2. Receive public comment on the proposed planning activities to be considered during the Fourth Cycle of Regional Water Planning for Region H.
3. Adjourn public meeting.

Call to Order Regular Meeting of the Region H RWPG:

1. Introductions.
2. Review and approve minutes of March 23, 2011 meeting.
3. **Receive public comments on specific issues related to agenda items 4 through 11.** (Public comments limited to 3 minutes per speaker)
4. Receive presentation regarding recent renewal of Region H Directors and Officers insurance coverage.
5. Receive financial report from Jace Houston on the Region H Regional Water Planning Group local contribution account.
6. Receive presentation from Consultant Team regarding the status and schedule related to the application for a Regional Water Planning Grant submitted to the Texas Water Development Board for funding of the fourth round of regional water planning for Region H.
7. Consider and take action authorizing the San Jacinto River Authority to execute an agreement with the Texas Water Development Board for funding related to the 2016 regional water plan.
8. Consider and take action authorizing the San Jacinto River Authority to execute an agreement with Freese & Nichols, Inc. for development of the 2016 regional water plan.
9. Receive presentation from Consultant Team on comparison of 2010 Census population results to the 2010 population projections included in the 2011 Region H Regional Water Plan.
10. Receive status report from the Region H Regional Water Planning Group Nominations Committee.
11. Agency communications and general information.
12. **Receive public comments.** (Public comments limited to 3 minutes per speaker)
13. Next Meeting: August 3, 2011.
14. Adjourn

Public Meeting Agenda Item 1

Receive public comment on the submitted Texas Water Development Board Regional Water Planning Grant application.





REGION H WATER PLANNING GROUP

Senate Bill 1 - Texas Water Development Board

c/o San Jacinto River Authority

P. O. Box 329, Conroe, Texas 77305

Telephone 936-588-7111

NOTICE TO PUBLIC

Regional Water Planning

NOTICE DATE: March 31, 2011

Notice is hereby given that the San Jacinto River Authority (SJRA) will submit by 5 pm on April 8, 2011, a grant application for financial assistance to the Texas Water Development Board (TWDB) on behalf of the Region H Water Planning Group (Region H), to carry out planning activities to develop the 2016 Region H Water Plan as part of the state's Fourth Cycle (2012-2016) of Regional Water Planning.

The Region H area includes all or part of the following counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Leon, Liberty, Madison, Montgomery, Polk, San Jacinto, Trinity, Walker, and Waller.

Copies of the grant application may be obtained from SJRA when it becomes available or online at www.regionhwater.org. Written comments from the public regarding the grant application must be submitted to SJRA and TWDB prior to TWDB Board action on this application. Comments must be received by May 4, 2011, and can be submitted as follows:

Reed Eichelberger, General Manager
San Jacinto River Authority
P. O. Box 329
Conroe, Texas 77305-0329

Melanie Callahan
Interim Executive Administrator
Texas Water Development Board
P. O. Box 13231
Austin, Texas 78711-3231

For additional information please contact Jace Houston, Deputy General Manager, SJRA, at 936-588-7111 or Glenda Callaway, RHWPG consultant, at 713-520-9031 or info@regionhwater.org.

Public Meeting Agenda Item 2

Receive public comment on the proposed planning activities to be considered during the Fourth Cycle of Regional Water Planning for Region H.





REGION H WATER PLANNING GROUP

Senate Bill 1 - Texas Water Development Board

c/o San Jacinto River Authority

P. O. Box 329, Conroe, Texas 77305

Telephone 936-588-7111

NOTICE OF PUBLIC MEETING

Regional Water Planning

Notice Date: March 31, 2011

Notice is hereby given that the Region H Water Planning Group (RHWPG) is seeking input from the public on the scope of planning activities to be considered during the Fourth Cycle of Regional Water Planning.

The Public Meeting will be held in conjunction with the upcoming regular RHWPG meeting, to be held at the offices of the San Jacinto River Authority, 1577 Dam Site Road, Conroe, Texas 77305, **May 4, 2011 at 10:00 a.m.** Written and oral comments (not to exceed five (5) minutes per speaker) regarding the scope of activities to be considered during the Fourth Cycle of Regional Water Planning will be accepted at this meeting. Written comments may be mailed, emailed or faxed and will be accepted as part of the record if received by 10 a.m. on May 4, 2011. Comments may be mailed to:

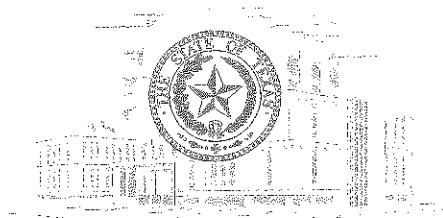
Hon. Mark Evans, Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, Texas 77305

Comments may be emailed to the RHWPG website at www.regionhwater.org, or faxed in care of SJRA at 936-588-3043.

The Region H area includes all or part of the following counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Leon, Liberty, Madison, Montgomery, Polk, San Jacinto, Trinity, Walker, and Waller.

A copy of the current 2011 Regional Water Plan is available on the RHWPG website at www.regionhwater.org or on the Texas Water Development Board site at <http://www.twdb.state.tx.us/wrpi/rwp/3rdround/2011RWP.asp>.

If you have questions or need additional information, please contact Jace Houston, Deputy General Manager, SJRA, at 936-588-7111, or Glenda Callaway, RHWPG consultant, at 713-520-9031, or by email at info@regionhwater.org.



ALAN B. SADLER
COUNTY JUDGE
MONTGOMERY COUNTY

501 N. Thompson, Suite 401
Conroe, Texas 77301
E-Mail: cojudge@mctx.org

Conroe: (936) 539-7812
Houston: (281) 364-4200
Fax: (936) 760-6919

April 14, 2011

Dear Mr. Chairman:

First, I would like to thank you for responding to my December 2009 request and increasing the projected Montgomery County population in the Region H Planning Basis Report. No doubt you have read by now that the County's population grew 52.4% from 2000 through 2010, according to the 2010 Census.

I request however, additional increases in population growth projections for the upcoming Regional Planning Study, since the population growth estimate from 2010 through 2020 is projected in the 2011 Region H Regional Planning Study to be only 29.8 % vs the 52.4% we experienced from 2000 through 2010.

Second, I hereby request that you authorize and fund a study that determines the feasibility, water cost and water quality of three potential sources of additional water that are being considered for Montgomery County:

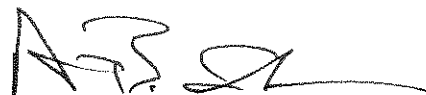
1. Trinity River water (80,000 acre-feet per year) delivered to the San Jacinto River by way of a pipeline whose diameter the Region H 2011 report estimated as 96".
2. Wells producing from the Catahoula Sandstone aquifer (referred to as brackish water). Test wells have been encouraging. One hydrologist has estimated the total water in the Catahoula at 15 million acre-feet. At a usage rate of 100,000 acre-feet per year, this would represent a 150-year supply for the County.
3. A new lake on Lake Creek might yield as much as 130,000 acre-feet per year, and it may be possible to generate power as the water is released into Lake Creek to flow into Lake Conroe.

Montgomery County's position is simple: we want sufficient water of suitable quality at the lowest possible cost per gallon – consistent with protection of the environment and our economy.

We badly need a study of all three of these alternatives. When I look at the projected growth in water needs of the County, and I look at the alternative sources of water being proposed, I realize that, at this time, we have no side-by-side evaluation and comparison of the feasibility, water cost and water quality from the three alternative sources being proposed. No one has a basis currently for making a rational decision on this important matter.

Getting this right is critical to the cost of living of our citizens and to the future economy of the County. We absolutely have to have a rational comparative analysis of these alternatives.

Respectfully,

A handwritten signature in black ink, appearing to read 'A. B. Sadler', with a long horizontal flourish extending to the right.

Alan B. Sadler

April 15, 2011

SUBJECT: PUBLIC COMMENTS FOR REGION H PLANNING, MAY 4, 2011

Hon. Mark Evans
Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305

Dear Mr. Chairman:

Consistent with Montgomery County Judge Alan Sadler presentation on March 23 to the Region H Planning committee, we request increases in Montgomery County's population growth projections for the next Regional Planning Study. The population growth Montgomery County experienced from 2000 through 2010 was 52.4%, while population growth from 2010 through 2020 is projected in the 2011 Region H Planning Study to be only 29.8 %.


As recommended by Judge Sadler, we also request that you authorize and fund a study to determine the feasibility, water cost and water quality of three potential sources of additional water that are being considered for Montgomery County:

1. Trinity River water (80,000 acre-feet per year) delivered to the San Jacinto River by way of a pipeline whose diameter the Region H 2011 report estimated as 96".
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3. A new lake on Lake Creek might yield as much as 130,000 acre-feet per year, and it may be possible to generate power as the water is released from Little Lake Creek to flow into Lake Conroe.

We want sufficient water for Montgomery County in the future, of suitable quality and at the lowest possible cost per gallon – consistent with protection of the environment and our economy.

Today, no one can make a side-by-side comparison in order to make the right decision on the best alternative. We absolutely must have a study of all three of these alternatives, and we do not have even a year to spare for making that decision.

Respectfully,



Dan Davis

Director, Montgomery County
Municipal Utility District No 8



COMMUNITY IMPROVEMENT ASSOCIATION

April 14, 2011

Re: PUBLIC COMMENTS FOR REGION H PLANNING, MAY4, 2011

Hon. Mark Evans
Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305

Dear Mr. Chairman:

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We want sufficient water for Montgomery County in the future, of suitable quality and at the lowest possible cost per gallon – consistent with protection of the environment and our economy.

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Respectfully,

Scott Sustman
General Manager
Walden on Lake Conroe
Community Improvement Association, Inc.

April 14, 2011

SUBJECT: PUBLIC COMMENTS FOR REGION H PLANNING, MAY4, 2011

Hon. Mark Evans
Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305

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We want sufficient water for Montgomery County in the future, of suitable quality and at the lowest possible cost per gallon – consistent with protection of the environment and our economy.

Today, no one can make a side-by-side comparison in order to make the right decision on the best alternative. We absolutely must have a study of all three of these alternatives, and we do not have even a year to spare for making that decision.

Respectfully,



Michael G. Bleier, President
Lake Conroe Association

**Montgomery County
Municipal Utility District No. 8**

c/o Johnson Radcliffe Petrov & Bobbitt PLLC
1001 McKinney, Suite 1000
Houston, Texas 77002-6424
713/237-1221

April 13, 2011

SUBJECT: PUBLIC COMMENTS FOR REGION H PLANNING, MAY 4, 2011

Hon. Mark Evans
Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305

Dear Mr. Chairman:

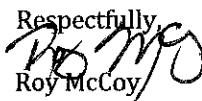
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We want sufficient water for Montgomery County in the future, of suitable quality and at the lowest possible cost per gallon – consistent with protection of the environment and our economy.

Today, no one can make a side-by-side comparison in order to make the right decision on the best alternative. We absolutely must have a study of all three of these alternatives, and we do not have even a year to spare for making that decision.

Respectfully

Roy McCoy

President

DATE: April 14, 2011

SUBJECT: PUBLIC COMMENTS FOR REGION H PLANNING, MAY4, 2011

Hon. Mark Evans
Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305

Dear Mr. Chairman:

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We want sufficient water for Montgomery County in the future, of suitable quality and at the lowest possible cost per gallon – consistent with protection of the environment and our economy.

Today, no one can make a side-by-side comparison in order to make the right decision on the best alternative. We absolutely must have a study of all three of these alternatives, and we do not have even a year to spare for making that decision.

Respectfully,

Tom E. Butz

TITLE
Board of Directors member and treasurer

ORGANIZATION
Lake Conroe Association

April 14, 2011

SUBJECT: PUBLIC COMMENTS FOR REGION H PLANNING, MAY4, 2011

Hon. Mark Evans
Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305

Dear Mr. Chairman:

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We want sufficient water for Montgomery County in the future, of suitable quality and at the lowest possible cost per gallon – consistent with protection of the environment and our economy.

Today, no one can make a side-by-side comparison in order to make the right decision on the best alternative. We absolutely must have a study of all three of these alternatives, and we do not have even a year to spare for making that decision.

Respectfully,



Ben P. Richardson, Vice-President
Lake Conroe Association

April 14, 2011

SUBJECT: PUBLIC COMMENTS FOR REGION H PLANNING, MAY4, 2011

Hon. Mark Evans
Chair, RHWPG
c/o San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305

Dear Mr. Chairman:

Consistent with the Montgomery County Judge Alan Sadler presentation on March 23 to the Region H Planning committee, increases in Montgomery County's population growth projections for the next Regional Planning Study are appropriate. The population growth Montgomery County experienced from 2000 through 2010 was 52.4%, but population growth from 2010 through 2020 is projected in the 2011 Region H Planning Study to be only 29.8 %, probably unrealistically low.

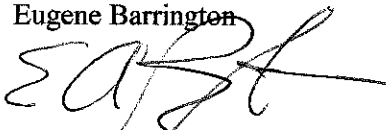
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3. A new lake on Lake Creek might yield as much as 130,000 acre-feet per year, and it may be economic to generate power as the water is released into Little Lake Creek to flow into Lake Conroe.

The importance of sufficient water for Montgomery County in the future, of suitable quality and at the lowest possible cost per gallon - consistent with protection of the environment and our economy – cannot be overstated. But today no one can make a realistic detailed comparison in order to select the best alternative. A study of all three of the above alternatives must be completed, and there is not even a year to spare for making that decision.

Respectfully,

Eugene Barrington



Lake Conroe Resident and Board Member
Lake Conroe Association

225 La Costa Drive
Montgomery, TX 77356

Regular Meeting

Agenda Item 4

Receive presentation regarding recent renewal of Region H
Directors and Officers insurance coverage.



DIRECTOR'S AND OFFICER LIABILITY INSURANCE – OVERVIEW OF BASIC COVERAGE

RE: REGION H WATER PLANNING GROUP

- 1) What is Directors and Officers (D&O) liability insurance?**
 - It provides insurance protection against a breach of duty by the directors and officers of a for-profit or non-profit company.
 - It also provides protection in the event of any actual or alleged error, misstatement, omission, misleading statement a director or officer may have committed in their position.
- 2) Why would D&O insurance be needed for a non-profit organization?**
 - A board member or director assumes a level of responsibility for the organization (duty of care) and has an exposure to claims for not managing it in a proper way.
 - Since a director or officer can sometimes be held responsible for acts of the company, most would want this coverage, rather than risk their personal assets.
- 3) D&O covers non-bodily injury claims as follows:**
 - Employment-related issues such as discrimination, harassment, and wrongful termination.
 - Failure to provide services.
 - Mismanagement of funds.
- 4) Who is covered on your particular policy:**
 - The definition of insured persons, Section III.C of the policy has been amended to also include coverage for lawful spouses, estates, heirs, legal representatives or assigns, in the event of their death, incapacity or bankruptcy of all Insured Persons, but only for claims arising out of any actual or alleged wrongful act of any insured person.
- 5) Other:**
 - We recommend that you review the policy carefully. There have been multiple endorsements added to this policy, that amend the language of certain sections. Note Endorsement Numbers 3 through 6 for the changes.



Executive Liability Division
1515 Woodfield Road, Suite 500
Schaumburg, IL 60173

QUOTATION FOR INSURANCE

Joanna K. Tsergas
(847) 330-6757
jtsergas@gaic.com
(513) 929-6881

Date: December 7, 2010

Quotation #: AR9425817

Proposed Insured: The Directors, Trustees and Officers of:
REGION H WATER PLANNING GROUP
CONROE, TX 77305

Agent/Broker: CRC INSURANCE SERVICES, INC.
14001 N. DALLAS PARKWAY, SUITE M-100
DALLAS, TX 75240
Attn: MS. KARI PITTS

Subject to the terms and conditions contained herein, Great American Insurance Company hereby agrees to offer to the above proposed Insured

Policy form: D16100

Endorsements:

D9046TX POLICYHOLDER NOTICE TEXAS
D16047TX TEXAS AMENDATORY ENDORSEMENT
D16501 RATE MAKING EXCLUSION
D16518 INTERESTED PARTY EXCLUSION
DTCV_09P COVERAGE FOR ACTS OF TERRORISM
DTDTP_09P AMENDMENT TO DECLARATIONS PAGE

Conditions:

This quotation is subject to the following conditions:

1. Policy issuance is contingent upon the receipt, review, and acceptance of the enclosed Proposal Form.

QUOTATION FOR INSURANCE

Non-Profit Executive Protection and Employment Practices

Date: December 7, 2010

Quotation #: AR9425817

<u>D & O LIMIT</u> (Defense Costs Outside)	<u>EPL LIMIT</u>	<u>RETENTION</u> (each loss)	<u>PREMIUM</u> (Annual)
\$1,000,000	SHARED	\$2,500	\$850

Broker Fee \$500.00
Total \$1,350.00

The following options are available:

- ** A TWO-YEAR policy is available for two installments of the annual premium selected above. ****
The two-year policy option must be selected prior to binding and it features:
A fresh Limit of Liability for the second year.
The premium is invoiced and payable in two equal annual installments. However, state taxes and surcharges for BOTH years are due with the first installment.

2. PLEASE NOTE: THIS QUOTE IS NULL AND VOID IF THERE ARE ANY CLAIMS.

Quote Expiration 2/10/2011

NOTE: THIS COVERAGE, SUBJECT TO ALL THE TERMS, CONDITIONS AND PROVISIONS STATED HEREIN, CAN ONLY BE BOUND BY AN AUTHORIZED EMPLOYEE OF THE EXECUTIVE LIABILITY DIVISION.

This quotation expires at 12:01 A.M. Standard Time at the address of the company as of the end of the Policy Period of the expiring Policy. If subsequent to the date of quotation and the Effective date of the Binder there is a material change in the condition of the Proposed Insured or an occurrence of an event which could materially change the underwriting evaluation of the Proposed Insured, then, at the Insurer's option, this Quotation may be withdrawn by written notice thereof to the Proposed Insured.

In the event of any conflict or ambiguity between the proposed policy and any statements made concerning this coverage, the proposed policy shall control.

** Please note that coverage cannot be bound prior to the fulfillment of the aforementioned conditions. Only authorized employees of the Executive Liability Division can bind coverage.



POLICYHOLDER NOTICE TEXAS

IMPORTANT NOTICE

To obtain information or to make a complaint

You may call Great American Insurance Companies toll free telephone number for information or to make a complaint at: 1-800-972-3008

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at: 1-800-252-3439

You may write the Texas Department of Insurance at: P.O. Box 149104
Austin, TX 78714-9104
Fax No. (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached policy.



SPECIMEN

ExecProsm
Nonprofit Solution

TEXAS AMENDATORY ENDORSEMENT

In compliance with the insurance regulations of the State of Texas, the Policy is amended as follows:

1. Section **IV.D.** of the Policy is deleted and replaced with the following:

IV. This Policy does not apply to any **Claim** made against the **Insured**:

D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act, Personal Injury Wrongful Act, or Third Party Wrongful Act**;

2. Section **IX.A.** (2) and (3) of the Policy are deleted and replaced with the following:

(2) The Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due. The **Insurer** shall provide the **Organization** with notice at least ten (10) days prior to the effective date of cancellation. The reason for cancellation shall be included in the notice of cancellation.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall deliver or mail written notice to the **Organization** at least sixty (60) days before the date on which the Policy expires. If the **Insurer** provides notice later than the sixtieth (60th) day before the Policy expires, the coverage shall remain in effect until the sixty-first (61st) day after the date on which **Insurer** provides written notice. The reason(s) for nonrenewal shall be included in the notice. The fact that an **Insured** is an elected official shall not be considered as a basis of nonrenewal of the Policy. Earned premium for any period of coverage that extends beyond the expiration date of the policy shall be computed pro rata based upon the premium of the expiring Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



SPECIMEN

ExecProsm
Nonprofit Solution

RATE MAKING EXCLUSION

It is understood and agreed that no coverage is available for any **Claim** based upon, arising out of, relating to, directly or indirectly resulting from, or in consequence of, or in any way involving any rate making proceeding, or any appeal therefrom, or any challenge brought in any forum to a rate decision or pricing structure of any **Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



SPECIMEN

ExecProsm
Nonprofit Solution

INTERESTED PARTY EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** by or for the benefit of, or at the behest of any Interested Party(ies) listed below, or any person or entity which controls, is controlled by, or is under common control with such Interested Party(ies).

Interested Party(ies)

The Texas Water Development Board and the San Jacinto River Authority

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:

SPECIMEN

COVERAGE FOR ACTS OF TERRORISM

It is understood and agreed that the General Conditions of the Policy are amended by the addition of the following:

Act of Terrorism Coverage

Subject to all other terms and conditions of this Policy, coverage is available for **Loss** caused by an **Act of Terrorism** as defined below.

“**Act of Terrorism**” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States –

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
 - (a) human life;
 - (b) property; or
 - (c) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (a) an air carrier or vessel described in Section (5)(B) of the Terrorism Risk Insurance Act; or
 - (b) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

With respect to any one or more **Acts of Terrorism** under the Terrorism Risk Insurance Act, as amended in 2007, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

No act shall be certified by the Secretary as an **Act of Terrorism** if (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:

AMENDMENT TO DECLARATIONS PAGE

It is understood and agreed that the Declarations is amended by the addition of the following:

Act of Terrorism Premium: \$ 0.00

It is further understood and agreed the Policyholder Disclosure of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



POLICYHOLDER DISCLOSURE OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

The Terrorism Risk Insurance Act, as amended in 2007, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an Act of Terrorism. All other provisions of this policy will still apply to such an act. That is, a loss will not be excluded or covered just because it was caused by an Act of Terrorism.

The portion of the annual premium that is attributable to coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act is \$0.00.

All other terms and conditions of the policy remain unchanged.

If you would like to reject the coverage for "certified" Acts of Terrorism, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

ExecPro[®] Nonprofit Solution

- Directors' & Officers'
- Employment Practices Liability
- Fiduciary Liability
- Employed Lawyers Coverage
- Workplace Violence Insurance

Why Nonprofit D&O?

Nonprofit Directors and Officers have a personal liability exposure by virtue of their management of their organization and its financial assets. Employment related matters, breach of duty, and errors and omissions when making business decisions are hazards faced by Nonprofit organizations nationwide. Unfortunately, lawsuits from employees, customers, vendors and the government are becoming increasingly common against Nonprofit organizations.

Are You Protected?

- First Dollar Defense for Qualifying Accounts
- Costs of Defense are in addition to the limit for no additional charge
- 22 types of EPL Wrongful Acts Covered
- Employed Lawyers Coverage
- Prior acts coverage
- Volunteers and Leased, Seasonal, and Part-Time employees are included as Insured Persons
- Definition of Claim includes non-monetary relief
- Third Party coverage
- Coverage for suits brought by Qualifying Independent Contractors for EPL Claims
- A \$150,000 sublimit for defense of Fair Labor Standards Acts (FLSA) Claims
- Personal Injury Coverage Backstop
- Copyright/Trademark Coverage
- Order of Payments wording
- Crisis Fund for reputational damage done due to lost or stolen donor data

Risk Management can Prevent Future Losses

Through Jackson Lewis, a national law firm, Great American provides its policyholders:

- Access to a toll-free Hot line Service which provides complimentary telephone consultation pertaining to Employment Practices matters
- Sample workplace policies which provide guidance with respect to preserving employment-at-will status, complying with the Federal Family and Medical Leave Act, and prohibiting harassment in the workplace.
- A guide to avoiding workplace claims. The guide contains general information about employment claims, the hiring process, pre-employment testing, and other issues.
- Jackson Lewis will offer discounted billing rates to Great American insureds to assist in developing preventive practices, preparing employee handbooks and training supervisors.

Great American Insurance Company

Great American Insurance Company is part of the Great American Insurance Group. Great American Insurance Company has been rated A (Excellent) by A.M. Best for over 100 Years. Great American Insurance Company's Nonprofit D&O primary policies are admitted in all 50 states and the District of Columbia.

Great American Insurance Group, 580 Walnut Street, Cincinnati, OH 45202. Coverage features described in this brochure are summarized. Refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Coverage is underwritten by Great American Insurance Company. The underwriting insurers are authorized in the fifty states and the District of Columbia. Great American Insurance Company is the owner of the following registered service marks: the Great American Insurance eagle logo, and the word marks Great American[®], ExecPro[®], and Great American Insurance Group[®]. ©2008 Great American Insurance Company. All rights reserved. GAIC.2513 (1/09)



**Non-Profit Organization
Executive Protection and
Employment Practices Liability
Insurance Renewal Proposal
Short Form**

1. Name of Organization Region H Water Planning Group
Principal Address c/o San Jacinto River Authority, P. O. Box 329
City Conroe State TX Zip Code 77305
Contact Mark Evans Title Chair
2. Number of Employees N/A Turnover rate in past 12 months N/A
3. Annual Salary/Wages Expense \$ N/A
4. Total Assets \$ 222,254.85
5. Has there been any change in the Organization's legal structure, purpose(s), tax status or the nature of operations during the past 12 months? If "Yes", please attach details. Yes No
6. Is the Organization or any of its Subsidiaries involved in or presently considering any merger, consolidation, acquisition, divestment or sale of a portion of its business or has a similar transaction been considered or completed during the past 12 months? If "Yes", please attach details. Yes No
7. Has there been during the last year, or are there now pending, any civil, criminal, administrative or arbitration proceedings (including any proceeding initiated before the Equal Employment Opportunity Commission) brought against the Organization or any of its Subsidiaries, or any proposed Insured? Yes No
If "Yes" to any of the above, provide details in an attachment to this Proposal Form including the total defense costs, judgments and/or settlements.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fine and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was reported by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Also provide: Agent name _____ License number _____

IOWA APPLICANTS:

Submitted by _____ Date _____
(PRODUCER)

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO NEW MEXICO APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information, or conceals for the purpose of misleading and fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000.00) and the stated value for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

The undersigned President (or Executive Director) declares that to the best of his/her knowledge the statements set forth herein are true and correct and that reasonable efforts have been made to obtain sufficient information from each and every proposed Insured to facilitate the proper and accurate completion of this Proposal Form. The undersigned further agrees that if any significant adverse change in the condition of the applicant is discovered between the date of this Proposal Form and the effective date of the Policy, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the Insurer immediately. The signing of this Proposal Form does not bind the undersigned to purchase the insurance, but it is agreed that this Proposal Form and any material submitted therewith are the representations of the proposed Insureds and are material. It is further agreed that this Proposal Form and any material submitted therewith shall be the basis of the contract should a Policy be issued, and this Proposal Form and any attachments thereto will be attached to and become a part of the Policy.

It is represented that the particulars and statements contained in this Proposal Form are true and are the basis of the Policy and are to be considered as incorporated in and constituting part of the Policy. However, the Policy shall not be voided or rescinded and coverage shall not be excluded as a result of any untrue statement in this Proposal Form, except as to the Organization, its Subsidiaries and those Insured Persons making such untrue statement or having knowledge of its untruth.

By Mark [Signature] Date January 21, 2011
SIGNATURE OF PRESIDENT OR EXECUTIVE DIRECTOR

Title Chair

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

PLEASE NOTE: A copy of the Organization's latest annual report or annual audit/examination or internal financial statement must be provided at the time the completed Proposal Form is submitted. This Proposal Form, including any material submitted therewith, shall be treated in strictest confidence.

Please submit this Proposal Form including documentation to:

**AUSCO, A division of,
Financial and Professional Risk Solutions, Inc.
200 East Randolph Street, 17th Floor
CHICAGO, ILLINOIS 60601
Ph (312) 381-2920 Fx (312) 381-6246**

Regular Meeting

Agenda Item 5

Receive financial report from Jace Houston on the Region H Regional Water Planning Group local contribution account.



**San Jacinto River Authority
Region H
Unaudited Balance Sheet
December 31, 2010**

Assets

Current Assets

Investments	\$203,001.69
Accounts Receivable	<u>1,653.10</u>
Total Current Assets	<u>204,654.79</u>

Restricted Assets

Debt Service Funds	
Cash	<u>17,600.06</u>
Total Restricted Assets	<u>17,600.06</u>

Capital Assets

Other Assets

Total Assets	<u><u>\$222,254.85</u></u>
---------------------	-----------------------------------

Liabilities

Current Liabilities

Accounts Payable	\$406.00
Deferred Revenue	<u>64,783.70</u>
Total Current Liabilities	<u>65,189.70</u>

Long Term Liabilities

Total Liabilities	<u>65,189.70</u>
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Total Fund Balance	<u>157,065.15</u>
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Total Liabilities & Fund Balance	<u><u>\$222,254.85</u></u>
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San Jacinto River Authority
Region H
Unaudited Statement of Revenues & Expenses
December 31, 2010

OTHER REVENUES

Interest Income- Region H - General Fund	\$348.67
Interest Income - TWDB Fund	128.19
Region H Grant Revenue	<u>954,085.98</u>
TOTAL OTHER REVENUES	<u>954,562.84</u>

OPERATING EXPENSES

Professional Fees	595,361.00
Purchased & Contracted Services	1,533.08
Supplies, Materials & Utilities	1,785.56
Rentals	<u>2,442.00</u>
TOTAL OPERATING EXPENSES	<u>601,121.64</u>

NET REVENUES OVER EXPENSES

\$353,441.20

Regular Meeting Agenda Item 6

Receive presentation from Consultant Team regarding the status and schedule related to the application for a Regional Water Planning Grant submitted to the Texas Water Development Board for funding of the fourth round of regional water planning for Region H.






REGION H WATER PLANNING GROUP


May 5, 2011
San Jacinto River Authority




Freese and Nichols, Inc. | Region H Water Planning Group



4th Cycle (2011-2015) Regional Water Planning



- Executive Administrator of TWDB published request on February 4, 2011 for Regional Water Planning Grant applications.
- Amount of funding for all regions is not-to-exceed \$3,320,492.
- Additional funding of \$6.3 million requested to the 82nd Texas Legislature by TWDB for FY 12-13.
- Applications due to TWDB by April 8, 2011.
- Applications considered at TWDB Board Meeting on June 22, 2011.




Freese and Nichols, Inc. | Region H Water Planning Group

TASK	REGION H	ALL REGIONS
Task 1 – Planning Area Description	TBD	TBD
Task 2A – Non-Population Related Water Demand Projections	\$24,358	\$270,000
Task 2B – Population and Population Related Water Demand Projections	\$60,564	\$300,000
Task 3 – Existing Water Supply	\$101,814	\$800,000
Task 4A – Identification of Water Needs	\$0	\$0
Task 4B – Identification of Potentially Feasible Water Management Strategies	\$34,423	\$150,000
Task 4C – Technical Memorandum (Summary of Task 1 through Task 4B)	\$31,817	\$250,000
Task 4D – Evaluation and Selection of Water Management Strategies	\$172,227	\$750,492
Tasks 5 through 9 – Impacts of Water Management Strategies	TBD	TBD
Task 10 – Adoption of Plan for Task 1 through Task 4C	\$101,814	\$800,000
TOTAL	\$527,018	\$3,320,492

Freese and Nichols, Inc. | Region H Water Planning Group

4th Cycle (2011-2015) Regional Water Planning

- Grant application submitted to TWDB on April 7, 2011.
- Application determined to be complete by the TWDB on April 7, 2011.
- Public Notice of Region H intention of submitting grant application for financial assistance published on March 31, 2011.
- Public Notice of Region H intention to hold a public meeting to seek input on the 4th Cycle of Regional Water Planning published on March 31, 2011.

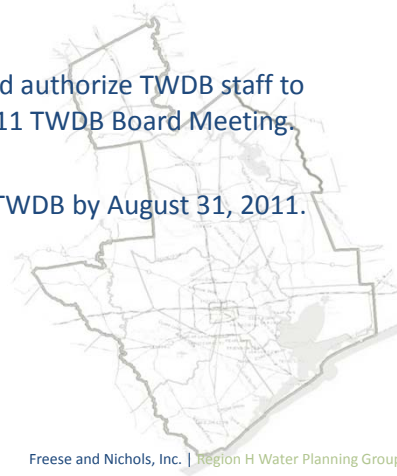


Freese and Nichols, Inc. | Region H Water Planning Group

4th Cycle (2011-2015) Regional Water Planning



- Draft Regional Water Planning contract to be provided to SJRA by TWDB in May.
- TWDB to approve grant application and authorize TWDB staff to negotiate contracts at the June 22, 2011 TWDB Board Meeting.
- Executed contract between SJRA and TWDB by August 31, 2011.



Freese and Nichols, Inc. | Region H Water Planning Group



**TEXAS WATER DEVELOPMENT BOARD
RESEARCH AND PLANNING FUND
SENATE BILL ONE
REGIONAL WATER PLANNING
REGION H REGIONAL WATER
PLANNING GRANT APPLICATION**

April 8, 2011

San Jacinto River Authority

I. GENERAL INFORMATION

1. Legal name of applicant(s).

San Jacinto River Authority

2. Regional Water Planning Group:

Region H Water Planning Group

3. Authority of law under which the applicant was created.

The San Jacinto River Authority was created in accordance with Texas Revised Civil Statutes Annotated Article 8280-212.

4. Applicant's official representative, Name, Title, Mailing address, Phone number, Fax number, if available, E-mail Address, and Vendor ID Number.

*Reed Eichelberger, P.E.
General Manager
San Jacinto River Authority
P.O. Box 329
Conroe, Texas 77305-0329
Phone No: (936) 588-7111
Fax No: (936) 588-3043
E-mail: reed@sjra.net
Vendor ID No: TIN 746000561*

5. DUNS Number, if you do not have a DUNS number, visit:

https://eupdate.dnb.com/requestoptions.asp?cm_re=HomepageB*DUNSNumberTab

Not Applicable

6. Central Contract Registration Number (CCR#). If you do not have a CCR number, visit:

<https://www.uscontractorregistration.com/>

Not Applicable

7. Is this application in response to a Request for Applications published in the Texas Register?

Yes No

8. If yes to No. 6 above, list document number and date of publication of the Texas Register.

Texas Register Document No. TRD-201100237, published February 4, 2011

9. Type of proposed planning (Check all that apply)

Initial scope of work
Development of a regional water plan X
Revision of a regional water plan
Special studies approved by TWDB

10. Total proposed planning cost (see Guidance for Preparation of Application at <http://www.twdb.state.tx.us/wrpi/rwp/docu.asp> for amount)

Total Proposed Planning Cost \$527,018

11. Total grant funds requested from the Texas Water Development Board.

Total Proposed Grant Funds \$527,018

12. Detailed statement of the purpose for which the money will be used. (Not to exceed 1 page.)

Funds are requested to complete the initial scope of work for the Fourth Cycle of Regional Water Planning (see Attachment A).

13. Detailed description of why state funding assistance is needed. (Not to exceed 1 page.)

Regional Water Planning Groups are not political subdivisions and therefore have no means of raising funds for the preparation of Regional Water Plans other than accepting contributions. The need for state funding is identified in 31 TAC 355, Subchapter C, relating to Regional Water Planning Groups.

14. Identify potential sources and amounts of funding available for implementation of viable solutions resulting from proposed planning.

Twenty-five Wholesale Water Providers were identified in the current Regional Water Plan. Each is pursuing appropriate water management strategies within their service areas and will address the funding required for each as they are implemented.

II. PLANNING INFORMATION

15. A detailed scope of work for proposed planning.

The major scope items proposed for this planning process are listed below. A detailed scope of work is provided as Attachments A.

TASK 2A – Non-Population Related Water Demand Projections

TASK 2B – Population and Population-Related Water Demand Projections

TASK 3 – Water Supply Analyses

TASK 4B – Identification of Potentially Feasible Water Management Strategies

TASK 4C – Prepare and Submit Technical Memorandum

TASK 4D – Evaluate and Recommend Water Management Strategies

TASK 10 – Public Participation and Plan Adoption

The scope of work provided in Attachment A was prepared by the Texas Water Development Board (TWDB) and provided to the Region H Water Planning Group for use in developing this grant application. The purpose of this initial scope of work and this grant application is to initiate the planning and development of the 2016 Region H Regional Water Plan. It is expected by the TWDB and the Region H Water Planning Group that additional funding will be made available by the 82nd Texas Legislature to complete the 2016 Region H Regional Water Plan and that additional planning grants will be proposed and authorized to fulfill the requirements of regional planning.

17. A task budget for detailed scope of work by task.

See Attachment B.

18. An expense budget for detailed scope of work by expense category.

See Attachment C.

19. A time schedule for completing detailed Scope of Work by task.

See Attachment D.

20. Specific deliverables for each task in Scope of Work.

Deliverables for the scope items are presented in the scope of work provided in Attachment A.

21. Method of monitoring study progress.

Progress reports submitted to the TWDB, Regional Water Planning Group, and the San Jacinto River Authority.

22. Qualifications and direct experience of proposed project staff.

See Attachment E.

III. WRITTEN ASSURANCES

Written assurance of the following items:

Proposed planning does not duplicate existing projects;

The proposed planning to be completed as part of this regional water planning grant does not duplicate existing projects.

Implementation of viable solutions identified through the proposed planning will be diligently pursued and identification of potential sources of funding for implementation of viable solutions;

The Wholesale Water Providers identified in the current Regional Water Plan have begun the preliminary studies and implementation steps for the near-term water management strategies and it is expected that the wholesale water providers identified in this 4th Cycle of Regional Water Planning will implement those strategies that fall within their service areas. Funding for these strategies will be determined on a case-by-case basis by the appropriate political subdivision.

IV. PROOF OF NOTIFICATION

Proof of notification

Develop or revise regional water plans. Eligible applicants requesting funds to develop or revise regional water plans must, not less than 30 days before board consideration of the application, provide notice that an application for planning assistance is being filed with the executive administrator by:

- (1) publishing notice once in a newspaper of general circulation in each county located in whole or in part in the regional water planning area; and
- (2) mailing notice to each mayor of a municipality with a population of 1,000 or more or which is a county seat and that is located in whole or in part in the regional water planning area, to each county judge of a county located in whole or in part in the regional water planning area, to all districts and authorities created under Texas Constitution, Article III, §52, or Article XVI, §59, located in whole or in part in the regional water planning area based upon lists of such water districts and river authorities obtained from Texas Commission on Environmental Quality, and all regional water planning groups in the state.

The notice must include the following:

- Name and address of applicant and applicant's official representative;
- Brief description of proposed planning area;
- Purpose of the proposed planning;
- Texas Water Development Board Interim Executive Administrator's name (Melanie Callahan) and address; and
- Statement that any comments on the proposed planning must be filed with the applicant and the Texas Water Development Board Interim Executive Administrator within 30 days of the date on which the notice was mailed.

The Region H Planning Group has complied with this request. Information regarding the notices can be found in Attachment F.

ATTACHMENT A

SCOPE OF WORK

DRAFT

Initial Scope of Work for the Fourth Cycle of Regional Water Planning

February 4, 2011

Note that there is no separate task or associated budget for the preparation of scope of work for the initial phase of the planning activities.

TASK 1 - PLANNING AREA DESCRIPTION

(to be scoped, budgeted and incorporated by amendment into the contract at later date)

Table 1: Estimated Minimum Count of Water User Groups (WUGs) and Wholesale Water Providers (WWPs) that Must be Planned for in the 2016 Regional Water Plans¹

Region	Municipal and County-other WUGs	WWPs	Non population-related WUGs	WUGs with needs
A	71	7	95	28
B	44	2	49	12
C	357	37	97	349
D	211	16	108	48
E	25	3	24	12
F	97	7	137	62
G	308	19	187	128
H	337	24	130	330
I	182	16	108	76
J	24	1	32	2
K	129	2	102	92
L	212	7	145	124
M	87	24	47	80
N	58	4	55	21
O	87	3	102	71
P	15	1	23	3

¹Estimate based on 2011 Regional Water Plans; does not include new WUGs or WWPs and does not take into account changed conditions that must be addressed in the 2016 Regional Water Plans.

TASK 2A - NON-POPULATION RELATED WATER DEMAND PROJECTIONS²

Texas Water Development Board (TWDB) staff, in conjunction with the Texas Commission on Environmental Quality (TCEQ), Texas Parks and Wildlife Department (TPWD), and Texas Department of Agriculture (TDA) will prepare draft water demand projections for all water demands unrelated to population (e.g. mining, manufacturing, irrigation, steam electric power, and livestock) with specific attention to updated mining water demand projections to be provided by the TWDB. TWDB staff will update water demand projections for all associated Water User Groups (WUGs) and provide them to RWPGs for their review and input. All projections will be extended through 2070.

RWPGs will then review the draft projections and may provide input to TWDB or request specific changes to the projections from TWDB. If adequate justification is provided by the RWPGs to TWDB, water demand projections may be revised by the TWDB. Once RWPG input and revision requests are considered, final water demand projections will be adopted by the TWDB's governing board. The adopted projections will then be provided to RWPGs. RWPGs must use the Board-adopted projections when preparing their regional water plans.

TWDB will directly populate the online planning database with all WUG-level projections and make related changes to the online planning database if revisions are made.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive and make publicly available the draft water demand projections provided by TWDB.
2. Evaluate draft water demand projections provided by TWDB.
3. Provide detailed feedback to TWDB on water demand projections, as necessary, including justification and documentation supporting suggested changes.
4. Review comments received by local entities and the public for compliance with TWDB requirements and incorporate changes which meet TWDB conditions for changes into revision requests to TWDB.

² Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

5. Prepare and submit numerical requests for revisions, in table format in accordance with TWDB guidance, of draft water demand projections, and process such requests based on, for example, requests from local entities within the region. The RWPG and/or local entities may provide required documentation and justification of requested revisions.
6. Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
7. Assist TWDB, as necessary, in resolving final allocations of water demands to water user groups to conform with any control totals defined by TWDB, for example, by county and/or region.
8. Prepare water demand projection summaries for WUGs using final, adopted projections to be provided by the TWDB, as necessary.
9. Modify any associated water demand projections for Wholesale Water Providers (WWPs), as necessary based on final, adopted projections.
10. Review and confirm the accuracy of the *TWDB DB17 Non-Population Water Demand Related*³ report from the online planning database (DB17) and incorporate this planning database report into the Technical Memorandum and draft and final regional water plans (labeled as such and with source reference).
11. Modify any aggregated water demand summaries, for example, for Wholesale Water Providers (WWPs) or irrigation districts, accordingly incorporate this planning database report into the Technical Memorandum and draft and final regional water plans (labeled as such and with source reference).
12. Update WWP contractual obligations and WUG 'seller' obligations to supply water to other entities and report this information along with projected demands including within the online planning database and within any planning memorandums or reports, as appropriate.
13. Complete and update required data elements within the online planning database (DB17).⁴

³ All 'TWDB DB17...' reports are based on data entered by RWPGs into the database in accordance with the Guidelines for Regional Water Plan Data Deliverables. These reports will be provided by TWDB through the online planning database web interface as a customizable report that can be downloaded by RWPGs and must be included as part of every Technical Memorandum and water plan.

⁴ RWPG technical consultants must attend mandatory training on the online planning database.

TASK 2B - POPULATION AND POPULATION-RELATED WATER DEMAND PROJECTIONS⁵

TWDB staff, in conjunction with the TCEQ, TPWD, and TDA will prepare draft population and associated water demand projections for all population-related water user groups in the 2016 Regional Water Plan (2016RWP) using data from the recent 2010 Census. TWDB staff will update population and associated water demand projections for all Water User Groups (WUGs) and provide them to RWPGs for their review and input. All projections will be extended through 2070.

RWPGs will then review the draft projections and may provide input to TWDB or request specific changes to the projections from TWDB. If adequate justification is provided by the RWPGs to TWDB, population and/or water demand projections may be revised by the TWDB. Once RWPG input and revision requests are considered, final population and associated water demand projections will be adopted by the TWDB. The adopted projections will then be provided to RWPGs. RWPGs must use the Board-adopted projections when preparing their regional water plans.

TWDB will directly populate the online planning database with all WUG-level projections and make related changes to the online planning database if revisions are made.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive and make publicly available the draft population and associated water demand projections provided by TWDB.
2. Evaluate draft population and associated water demand projections provided by TWDB.
3. Provide detailed feedback to TWDB on both population and associated water demand projections, as necessary, including justification and documentation supporting suggested changes.
4. Review comments received by local entities and the public for compliance with TWDB requirements and incorporate changes which meet TWDB conditions for changes into revision requests to TWDB.
5. Prepare and submit numerical requests, in table format in accordance with TWDB guidance, for revisions of draft population and/or water demand projections, and process such requests based on, for example, requests from local entities within the region. The RWPG and/or local entities may provide required documentation and justification of requested revisions.

⁵ Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

6. Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
7. Assist TWDB, as necessary, in resolving final allocations of population and water demands to water user groups to conform with any control totals defined by TWDB, for example, by county and/or region.
8. Prepare population and water demand projection summaries for WUGs using final, adopted projections to be provided by the TWDB, as necessary for presentation in documents.
9. Consider and include in all appropriate planning documents the projections of population and associated water demands for any new WUGs to be provided by the TWDB.
10. Modify any associated water demand projections for WWPs, as necessary based on final, adopted projections.
11. Review and confirm the accuracy of the *TWDB DB17 Population* and associated *TWDB DB17 Non-population Water Demand* reports from the online planning database (DB17)⁶ and incorporate these planning database reports into the Technical Memorandum and draft and final regional water plans (labeled as such and with source reference).
12. Modify any aggregated water demand summaries, for example, for Wholesale Water Providers (WWPs), accordingly and present in planning documents.
13. Update WWP contractual obligations and WUG 'seller' obligations to supply water to other entities and report this information along with projected demands including within the online planning database and within any planning memorandums or reports, as appropriate.
14. Complete and update required data elements within the online planning database (DB17).⁷

⁶ RWPG technical consultants must attend mandatory training on the online planning database.

⁷ In accordance with the Guidelines for Regional Water Plan Data Deliverables. RWPG technical consultants must attend mandatory training on the online planning database.

TASK 3 WATER SUPPLY ANALYSES⁸

This task involves updating or adding: a) groundwater, surface water, reuse, and other water source availability estimates, and b) existing WUG and WWP water supplies that were included in the 2011 Regional Water Plan, in accordance with methodology described in **Section 3** of the *General Guidelines for Regional Water Plan Development* for estimating surface water, groundwater, systems, reuse, and other supplies during drought of record conditions. All water availability and water supply estimates will be extended through 2070.

This Task includes performing all work in accordance with TWDB rules and guidance required to:

I) Estimate a) Surface Water Availability and b) Existing WUG and WWP Surface Water Supplies:

1. Select hydrologic assumptions, models, and operational procedures for modeling the region's river basins and reservoirs using Texas Commission on Environmental Quality (TCEQ) Water Availability Models (WAMs) in a manner appropriate for assessment of current surface water supply and regional water planning purposes. Reservoir systems⁹ and their yields will be modeled in accordance with the *General Guidelines for Regional Water Plan Development*.
2. Obtain TWDB Executive Administrator approval of hydrologic assumptions or models and for any variations from modeling requirements in the *General Guidelines for Regional Water Plan Development*.
3. As necessary and appropriate, modify or update associated WAMs or other models to reflect recent changes to permits, transfers, legal requirements, new water rights, and/or specified operational requirements.
4. Assign available water supplies, as appropriate, to WUGs and WWPs including conducting demand analyses for WWPs.
5. Take into account Senate Bill 3 (SB3) environmental flow process recommendations and associated TCEQ rules (e.g. flows set-asides) within models and availability and existing water supply estimates; and, in locations without completed SB3 rules, other local studies or the environmental consensus criteria per Section 4.2 of the *General Guidelines for Regional Water Plan Development*.

⁸ Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

⁹ Reservoir systems must be approved by TWDB and identified as such in DB17

6. Apply the TCEQ WAMs, as modified and approved by TWDB, and/or other appropriate models to quantify firm yield for major reservoirs, reservoir systems, and firm diversion for run-of-river water rights, as determined on at least a monthly time-step basis. Reservoir firm yield will be quantified based on the most recent measured capacity and estimated capacity in year 2070.
7. Compile TCEQ Water System Data Reports¹⁰ for municipal WUGs that use surface water and identify any physical constraints limiting existing water supplies to WUGs and/or WWPs. Limitations to be considered based on delivering treated water to WUGs. Other information that the RWPGs collect, for example, survey results, may be included in the evaluation of infrastructure capacity or limitations in delivering treated water to WUGs.
8. Take into consideration the recommendations of the SB3 environmental flows process and any resulting TCEQ rules or flow set-asides.
9. Update information on WWP contractual obligations and WUG ‘seller’ obligations to supply water to other entities including within the online planning database.¹¹ Unless the RWPG considers it unlikely that a specific contract will be renewed, water supplies based on contractual agreements will be assumed to renew at the contract termination date, for example, if the contract provides for renewal or extensions. Report this information within any planning memorandums or reports, as appropriate.
10. Based on the water availability, existing infrastructure, and associated physical and legal limitations, determine the existing surface water supply available from each surface water source to each WUG and WWP (including newly identified WUGs and WWPs) during a drought of record based on source water availability, infrastructure capacity, legal constraints, and/or operational limitations.
11. Complete and update all required data elements for TWDB online planning database DB17 through the web interface.¹²
12. Compile firm yield and diversion information by Source, WUG, WWP, county, river basin, and planning region as necessary to obtain decadal estimates of existing surface water supply throughout the planning period. This will be facilitated by *TWDB DB17 Water Source Availability* and associated *TWDB DB17 WUG and WWP Existing Water Supply* reports using data provided by RWPGs

¹⁰ Available from TCEQ

¹¹ Some WUGs have ‘seller’ obligations even though they are not classified as a WWP. RWPG technical consultants must attend mandatory training on the online planning database.

¹² In accordance with the Guidelines for Regional Water Plan Data Deliverables. RWPG technical consultants must attend mandatory training on the online planning database.

and made available to all RWPGs through the online planning database interface.

13. Review, confirm the accuracy of, and incorporate the required associated planning database reports directly into the Technical Memorandum and draft and final regional water plans under Task 4C (labeled as such and with source reference).

II) Estimate a) Groundwater Availability and b) Existing WUG and WWP Groundwater Supplies:

Obtain and review the **Total Pumping**¹³ annual volumes that are developed by TWDB based on the Desired Future Conditions adopted by Groundwater Management Areas (GMAs). Total Pumping annual volumes for each aquifer will be available from TWDB through the online planning database interface, split into discrete geographic-aquifer units by: Aquifer; County; River Basin; Region; and, where applicable, additionally by Groundwater Conservation District (GCD).

1. In areas that were not considered in the DFC process and therefore do not have Total Pumping annual volumes but have 'local' groundwater supplies or minor aquifers, develop estimates according to the General Guidelines for Regional Water Plan Development.
2. Consider the impacts of the available Total Pumping annual volumes on the regional water plan including how it impacts: existing water supplies; identified water needs; and water management strategies that were recommended in the 2011 regional water plan.
3. In areas with Groundwater Conservation District (GCDs), obtain GCD Management Plans and GCD information to be considered when estimating existing supplies and water management strategies under future tasks.
4. Assign available, water supplies, as appropriate, to WUGs and WWPs including conducting demand analyses for WWPs.
5. Select hydrologic and other assumptions for distribution of available groundwater for potential future use by WUGs (e.g. via a pro-rationing policy) as either existing supply or as part of water management strategies including based on models and operational procedures appropriate for assessment of water supply and regional water planning purposes.

¹³ **Total Pumping** = [Managed Available Groundwater + exempt uses]. The estimated total pumping from the aquifer that achieves the desired future condition adopted by members of the associated Groundwater Management Area.

6. Compile TCEQ Water System Data Reports¹⁴ for municipal Water User Groups using groundwater and identify any physical constraints limiting existing water supplies to WUGs and/or WWPs. Limitations to be considered based on delivering treated water to WUGs. Other information that the RWPGs collect, for example, survey results, may be included in the evaluation of infrastructure capacity or limitations in delivering treated water to WUGs.
7. Update information on WWP contractual obligations and WUG ‘seller’ obligations to supply water to other entities including within the online planning database. Unless the RWPG considers it unlikely that a specific contract will be renewed, water supplies based on contractual agreements will be assumed to renew at the contract termination date, for example, if the contract provides for renewal or extensions. Report this information within any planning memorandums or reports, as appropriate.
8. Compile and/or update information regarding acquisitions of groundwater rights, for example, for transfer to municipal use, and account for same in the assessment of both availability and existing groundwater supplies.
9. Based on the water availability, existing infrastructure, and associated physical and legal limitations, determine the existing groundwater supply available from each water source to each WUG and WWP (including newly identified WUGs and WWPs) during a drought of record based on water availability, infrastructure capacity, legal constraints, and/or operational limitations.
10. Complete and update all required data elements for TWDB online planning database DB17 through the web interface.¹⁵
11. Compile groundwater availability information by Source, Water User Group, Wholesale Water Provider, county, river basin, and planning region as necessary to obtain decadal estimates of supply throughout the planning period. This will be facilitated by *TWDB DB17 Water Source Availability* and associated *TWDB DB17 WUG and WWP Existing Water Supply* reports using data provided by RWPGs and made available to all RWPGs.

¹⁴ Available from TCEQ

¹⁵ In accordance with the Guidelines for Regional Water Plan Data Deliverables. RWPG technical consultants must attend mandatory training on the online planning database.

III) Estimate System, Reuse, and Other Types of existing supplies

Systems, Reuse, and Other Water Supplies

1. Integrate firm water supplies for WUGs using a system of supply sources (e.g., surface water, storage, and groundwater).
2. Research and quantify existing supplies and commitments of treated effluent through direct and indirect reuse.
3. Compile systems, reuse, and other availability information by Source, Water User Group, Wholesale Water Provider, county, river basin, and planning region as necessary to obtain decadal estimates of supply throughout the planning period.
4. Assign available water supplies, as appropriate, to WUGs and WWPs including conducting demand analyses for WWPs.
5. Identify and re-categorize existing sources in the online planning database to extract unique sources. In addition to surface water, groundwater, and reuse, for example, clarify the source types in the online planning database to separate out and re-label other specific water sources such as desalinated groundwater or desalinated surface water and any other supply types that are connected supplies.
6. Review and confirm the accuracy of the *TWDB DB17 Availability* and associated *TWDB DB17 Existing Water Supply* reports from the online planning database (DB17) and incorporate these planning database reports directly into the Technical Memorandum and other planning documents (labeled as such and with source reference).
7. Identify any physical constraints limiting these existing water supplies to WUGs and/or WWPs including based on TCEQ Water System Data Reports¹⁶. Limitations to be considered based on delivering treated water to WUGs. Other information that the RWPGs collect, for example, survey results, may be included in the evaluation of infrastructure capacity or limitations in delivering treated water to WUGs.
8. Update information on WWP contractual obligations and WUG 'seller' obligations to supply water to other entities including within the online planning database. Unless the RWPG considers it unlikely that a specific contract will be renewed, water supplies based on contractual agreements will be assumed to renew at the contract termination date, for example, if the

¹⁶ Available from TCEQ

contract provides for renewal or extensions. Report this information within any planning memorandums or reports, as appropriate.

9. Based on the water availability, existing infrastructure, and associated physical and legal limitations, determine the existing system, reuse, and other water supplies available from each water source to each WUG and WWP (including newly identified WUGs and WWPs) during a drought of record based on source water availability, infrastructure capacity, legal constraints, and/or operational limitations.
10. Complete and update all required data elements for TWDB online planning database DB17 through the web interface.
11. Compile these supplies by Source, Water User Group, Wholesale Water Provider, county, river basin, and planning region as necessary to obtain decadal estimates of existing surface water supply throughout the planning period. This will be facilitated by *TWDB DB17 Water Source Availability* and associated *TWDB DB17 WUG and WWP Existing Water Supply* reports using data provided by RWPGs and made available to all RWPGs through the online planning database interface.
12. Review, confirm the accuracy of, and incorporate the required associated planning database reports directly into the Technical Memorandum and draft and final regional water plans under Task 4C (labeled as such and with source reference).

Includes all work required to coordinate with other planning regions to develop and allocate estimates of water availability and existing water supplies.

TASK 4A - IDENTIFICATION OF WATER NEEDS¹⁷ (ANALYSIS TO BE PERFORMED BY TWDB)

1. *Based upon updated projections of existing water supply and projected water demands under Tasks 2 and 3, and the associated data entered into the online planning database by RWPGs, TWDB will update computations of identified water needs (potential shortages) by:*
 - *WUGs*
 - *WWPs**As decadal estimates of needs (potential shortages) as well as by, county, river basin, and planning region.*

¹⁷ Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

2. *The results of this computation will be provided by TWDB via the online planning database to RWPGs in a customizable format that is in accordance with TWDB rules as the TWDB DB17 Identified Water Needs report.*
3. *(Regions may also request additional, unique needs analysis (e.g. for a WWP) that the RWPG considers warranted. Such reports will be provided, if feasible based on the online database constraints and TWDB resources. The RWPG will need to enter or provide any additional data into the online planning database, that may be necessary to develop these evaluations.)*
4. **The online planning database needs report will be incorporated by the RWPG directly into the Technical Memorandum and draft and final regional water plans (labeled as such and with source reference).**
5. *Upon request, TWDB will perform a socioeconomic analysis of the economic effects of not meeting the identified water needs and update and summarize potential social and economic effects of not meeting projected water needs identified under Task 4A. This report will be provided to RWPGs as part of this Task and incorporated into the draft and final regional water plans.*
6. **If the RWPG requests a socioeconomic analysis from TWDB, the resulting socioeconomic report will be incorporated into the draft and final regional water plan by the RWPG.**

TASK 4B

IDENTIFICATION OF POTENTIALLY FEASIBLE WATER MANAGEMENT STRATEGIES¹⁸

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive public comment on a proposed process to be used by the RWPG to identify and select water management strategies for the 2016 regional water plan. Revise and update documentation of the process by which water management strategies that are potentially feasible for meeting a need were identified and selected for inclusion in the 2016 regional water plan. Include a description of the process selected by the RWPG in the Technical Memorandum and the draft and final regional water plans.
2. If applicable, specify what level of water conservation (as existing conservation or proposed within a water management strategy) is considered by the RWPG

¹⁸ Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

as the “highest practicable level” of conservation for WUGs and/or WWPs dependent upon water management strategies involving interbasin transfers.

3. Consider the TWDB Water Loss Audit Report and drought management when considering potentially feasible water management strategies as required by rules.
4. Update relevant portions of the regional water plan summary of existing water supply plans for local and regional entities. This task requires obtaining and considering existing water supply plans. Updated summary to be included in the draft and final regional water plans.
5. If no potentially feasible strategy can be identified for a WUG or WWP, document the reason for this in the Technical Memorandum and the draft and final regional water plans.
6. Consider recent studies and describe any significant changes in water management strategies described as being in the implementation phase in the 2011 RWP as well as any new projects in the implementation phase prior to adoption of the Initially Prepared 2016 Regional Water Plan.
7. Identify potential water management strategies to meet needs for all WUGs and WWPs with identified needs, including any new retail utility WUGs and WWPS that may have been previously aggregated under County-other in the 2011 regional water plan but which are being treated as unique entities for the 2016 regional water plan.
8. Present a list of the potentially feasible water management strategies, in table format, within the Technical Memorandum and the draft and final regional water plans.

TASK 4C PREPARE AND SUBMIT TECHNICAL MEMORANDUM¹⁹

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Prepare a concise Technical Memorandum that summarizes the work completed under Tasks 2, 3, 4A, 4B, and 4C and the general findings. To be considered administratively complete, the Technical Memorandum submitted must include:

¹⁹ Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

- a) an executive summary that shall be no longer than 2 pages.
 - b) each of the 'TWDB DB17' online planning database reports described under Tasks 2, 3, 4A, and 4B within the body of the memorandum.
 - c) a summary section for each Task performed to date (Tasks 2 - 4C)
2. Include in the Technical Memorandum sections that:
- a) Explain reasons for significant changes in existing supplies of WUGs and WWPs.
 - b) Explain reasons for significant changes in identified water needs of WUGs and WWPs.
 - c) Specifically describe the impacts of the MAGs on the existing supplies and needs of WUG and WWPs in comparison to the 2011 regional water plan.
3. Include a separate section that is a proposed scope of work for Task 4D (evaluation and recommendation of water management strategies) that the RWPG considers necessary to complete its 2016 regional water plan, including an estimated budget for this work.²⁰ Section will include:
- a) a list of the potentially feasible water management strategies that are to be evaluated by the RWPG (and considered and potentially recommended by the RWPG). For each potential strategy listed:
 - a budget line item for performing a technical evaluation
 - information on what past evaluations have been performed for the potentially feasible water management strategy by the RWPG and/or others.
 - proposed scope of work for the proposed strategy technical evaluation.²¹

²⁰ Additional guidance on the content and format to be included in the proposed scope of work and budget to be prepared under Task 4D may be provided by TWDB to RWPGs at a later date.

²¹ Technical evaluations of water management strategies and the 2016 regional water plan will include assessment of: quantity, reliability, and cost of water; environmental factors; impacts on water resources; threats to agricultural and natural resources; interbasin transfer provisions; third party effects; and other relevant factors. Water management strategy documentation will include description and discussion of planned facilities, dependable supply in drought of record, environmental factors, engineering & costing considerations, and implementation issues in accordance with TWDB rules and guidance.

- b) a proposed scope of work and budget, broken down by water management strategy, to:
- update technical analyses and documentation of water management strategies contained in the 2011 regional water plan for inclusion in the 2016 plan (e.g. including capital and annual cost updates).
 - update or revise technical evaluations and documentation of water management strategies, based on new information from on-going studies outside of regional planning by project sponsors.
- c) a proposed scope of work and budget, broken down by item, to:
- select recommended water management strategies.
 - assign recommended strategies to meet projected needs.
 - consider alternative strategies for inclusion in the plan.
 - document evaluation of and selection of recommended water management strategies.
 - coordinate with sponsoring water user groups, wholesale water providers, and/or other resource agencies regarding any changed conditions in terms of projected needs, strategy modifications, planned facilities, market costs of water supply, endangered or threatened species, etc.
 - revise and/or update the water supply plan in the regional water plan for each WUG and WWP.
 - evaluate and/or update the estimated cumulative impacts of the regional water plan, for example on groundwater levels, spring discharges, bay and estuary inflows, and instream flows.
- d) proposed budget to complete and update all required data elements related to water management strategies for TWDB online planning database DB17 through the web interface; and, review, and confirm the accuracy of, and incorporate the required associated planning database reports into the draft and final regional water plans.
- e) description of how initially contracted Task 4D funds would specifically be spent, based on the budget items summarized in subsections a-d, if TWDB were to issue a written notice-to-proceed for Task 4D work.²²

²² It is anticipated that TWDB agency rules will be revised prior to RWPGs beginning evaluations of WMSs under Task 4D; contract to be amended at a future date to incorporate additional funding (or reallocate remaining funding) to complete planning tasks and to incorporate any agency rule and guidance document updates.

4. Approve submittal of the Technical Memorandum to TWDB at a regular regional water planning group meeting. The Technical Memorandum must be submitted to TWDB no later than November 30th 2012.

TASK 4D EVALUATE AND RECOMMEND WATER MANAGEMENT STRATEGIES²³

*Work under this task to be performed only after written notice-to-proceed.²⁴
Contract to be amended based scope of work to be developed and negotiated with TWDB under Task 4C.*

TASKS 5, 6, 7, 8, AND 9

(to be scoped, budgeted and incorporated by amendment into the contract at later date)

TASK 10 PUBLIC PARTICIPATION AND PLAN ADOPTION²⁵

This Task includes all work and eligible expenses required to hold meetings and include public input and participation through task 4C and a portion of 4D in accordance with TWDB rules and guidance:

Including, but not limited to:

1. Holding regular RWPG meetings
2. Posting public notices
3. Holding public input meetings
4. Holding special meetings
5. Collect and disseminate public input.
- 6. Costs of technical and other consultants, as needed, to prepare for and participate in RWPG meetings, workshops, hearings, and any other special meetings during the development of the 2016 Regional Water Plan.**
7. Costs of performing any surveys of water suppliers or water user groups.
8. Coordination with and collection of information from groundwater conservation districts, water users, wholesale water providers, and any other entity involved with water planning in the region.
9. Assemble the Technical Memorandum document for submission to TWDB.

²³ Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

²⁴ It is anticipated that TWDB agency rules will be revised prior to RWPGs beginning evaluations of WMSs under Task 4D; contract to be amended at a future date to incorporate additional funding (or reallocate remaining funding) to complete planning tasks and to incorporate any agency rule and guidance document updates.

²⁵ Additional guidance included in the *General Guidelines for Regional Water Plan Development* document.

DRAFT

10. Revise relevant portions of the 2011 regional water plan for inclusion in the draft and final 2016 regional water plan.
11. Interregional cooperation and interregional conflict resolution efforts.

ATTACHMENT B

TASK BUDGET

CONTRACTOR TASK BUDGET
SAN JACINTO RIVER AUTHORITY

TASK		REGION H TASK BUDGET
2A	Non-Population Related Water Demand Projections (new projections)	\$24,358
2B	Population & Population-Related Water Demand Projections (new projections)	\$60,564
3	Evaluation of Existing Water Supply	\$101,814
4B	Identification of Potentially Feasible Water Management Strategies	\$34,423
4C	Technical Memorandum (Summary of Tasks 1-4B) of Regional Water Plan	\$31,817
4D	Evaluation and Selection of Water Management Strategies	\$172,228
10	Adoption of Plan (administration & public participation for Tasks 1-4C)	\$101,814
TOTAL REGION H BUDGET		\$527,018

ATTACHMENT C

EXPENSE BUDGET

CONTRACTOR EXPENSE BUDGET
SAN JACINTO RIVER AUTHORITY

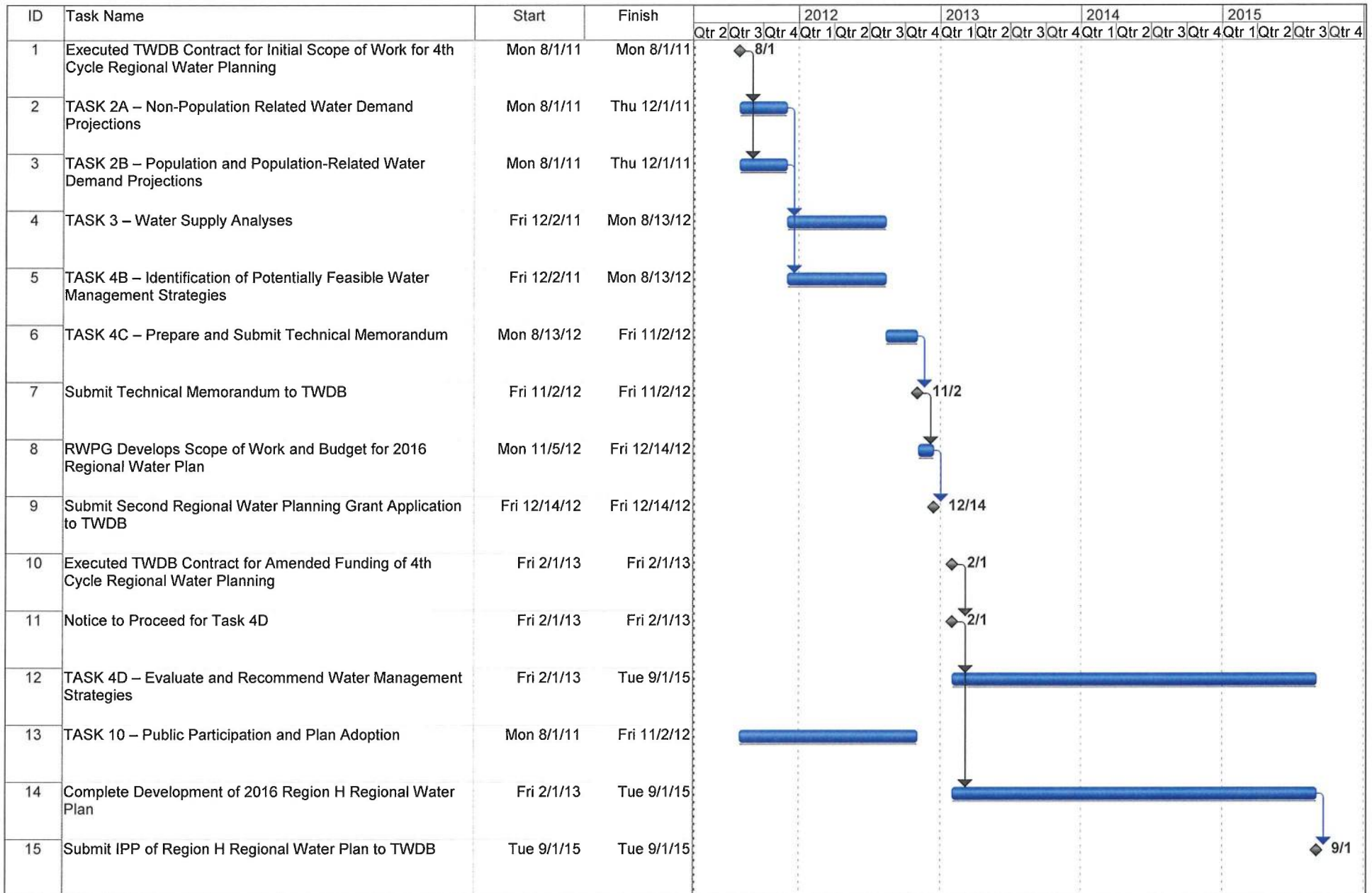
CATEGORY	TOTAL AMOUNT
Other Expenses ¹	\$0
Subcontract Services	\$527,018
Voting Planning Member Travel ²	\$0
TOTAL	\$527,018

¹Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings.

²Voting Travel Member Travel Expenses is defined as eligible travel expenses incurred by regional water planning members that cannot be reimbursed by any other entity, political subdivision, etc.

ATTACHMENT D

SCHEDULE



Project: Grant Schedule Date: Mon 4/4/11	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

ATTACHMENT E
QUALIFICATIONS

REED EICHELBERGER, P.E.

Biographical Information

Reed Eichelberger currently serves as General Manager of the San Jacinto River Authority. He brings to this job a broad base of civil engineering and management experience related to water resources, structural design, hydraulics, water and wastewater collection and treatment, roadway design, cost development, and construction management. His duties as General Manager include oversight and responsibility for SJRA operations and supervision of all SJRA personnel. Before becoming General Manager, Reed served for nine years as Deputy General Manager of the SJRA.

Prior to his SJRA service, Reed was Director of Marketing and Senior Project Engineer with Steffek & Van De Wiele, Inc., reporting directly to that company's president. From 1974 to 1992, he served in various managerial capacities with Binkley & Holmes, Inc. (later Binkley & Barfield, Inc.) with such diverse clients as the City of Houston, University of Houston, Harris and Montgomery counties, and large and small private developers.

Mr. Eichelberger received his Bachelor of Science Degree in Civil Engineering from the University of Houston. He is a Registered Professional Engineer in the State of Texas.

Contact: San Jacinto River Authority
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1577 Dam Site Road, Conroe, Texas 77304

Phone: (936) 588-111
Fax: (936) 588-3043
E-mail: reichelberger@sjra.net

JACE A. HOUSTON
Biographical Information



Jace Houston currently serves as Deputy General Manager-Administration for the San Jacinto River Authority, a public agency created by the legislature in 1937 for the purpose of developing, conserving, and protecting the water resources of the San Jacinto River basin. Mr. Houston oversees the administrative managers and functions of the river authority including legal, finance and accounting, information technology, risk management, and human resources, and he is also responsible for the authority's legislative and public relations programs.

Before beginning his service at the San Jacinto River Authority, Mr. Houston served as General Counsel for the Harris-Galveston Subsidence District, which is a special purpose district created by the legislature in 1975 charged with the responsibility of regulating groundwater withdrawals in Harris and Galveston counties in order to control subsidence. Mr. Houston's duties included overseeing the postings and procedures for meetings of the District's 19-member board, coordinating with the District's permitting group on enforcement matters, and providing general legal advice on any matters before the District.

Mr. Houston previously served as a staff attorney and policy analyst for the Office of Policy and Regulatory Development at the Texas Natural Resource Conservation Commission. While at the TNRCC, he provided support on state and federal legislative matters and also assisted in the development of regulations and policy positions in the areas of municipal and industrial solid waste and hazardous waste. Prior to this position, Jace worked for State Representative Robert Saunders in the Texas House of Representatives, serving as General Counsel for the Land and Resource Management Committee.

Mr. Houston received his law degree from the University of Texas School of Law, and holds a Bachelor of Science Degree in Civil Engineering from the University of Texas at Austin.

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1577 Dam Site Road, Conroe, Texas 77304

Phone: (936) 588-1111
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E-mail: jhouston@sjra.net

November 19, 2010

Mr. Reed Eichelberger, P.E.
Secretary of the Region H WPG
San Jacinto River Authority
1577 Dam Site Road
Conroe, Texas 77304

Dear Mr. Eichelberger:

The Region H Water Planning Group (Region H WPG) has been a model of success for regional water planning for the past 14 years, as regional planning has moved from a process primarily in support of the development of the State Water Plan to an important collaboration with direct ties to funding of critical water supply infrastructure. We (Jeff Taylor and Mike Reedy) have been integral parts of this transformation – and the only constants among consultants and Region H leadership throughout its history -- by helping to guide, inform and collaborate with the Region H WPG and its stakeholders since the group's inception:

- Jeff Taylor has served as a leader in regional water planning since the early 1990s, serving as the lead consultant to the early "Trans-Texas" planning process. With the passage of S.B. 1, Mr. Taylor became the lead consultant to the Region H WPG, and then later served as chairman of the Region H WPG.
- Mike Reedy served as the lead consultant to the Region H WPG from 2000 until 2009, playing a leadership role in the development of two of the three regional plans.
- Our team also includes John Seifert with LBG-Guyton Associates and Glenda Calloway with Ekistics Corporation. Both Mr. Seifert and Ms. Calloway have served your group since the inception of regional planning.

Stewardship of the regional planning process requires senior leadership that has earned the trust of the local and regional stakeholders. We believe we have earned this trust, having lived and worked with those stakeholders for a combined 40 years, including the three primary stakeholder groups: water suppliers, municipal WUGs and the environmental community.

In compliance with the RFQ, we acknowledge:

- If requested, we will prepare and make a presentation to the Region H WPG
- If selected, the key individuals of the proposed team will not be changed without Region H WPG's written approval
- If selected, we will conform to TWDB rules and requirements for grant funding and invoicing

Thank you for this opportunity. We are committed to providing the Region H WPG the same level of professional service, guidance and consultation as you've seen in the past.

Sincerely,

Jeff Taylor
Principal and Vice President

Michael V. Reedy, P.E.
Water Resources Group Manager

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1. Similar Projects

(because of FNI’s considerable water supply planning experience, we have chosen to feature our broader experience with specific types of projects)

Regional Groundwater Study and Regulatory Plan Update, Harris-Galveston Subsidence District

Contact

Ron Neighbors, General Manager
 Harris-Galveston Subsidence District
 281-486-1105; rneighbors@subsidence.org

Project Team Members

Mike Reedy, Jeff Taylor, Bill Thaman, LBG-Guyton Associates

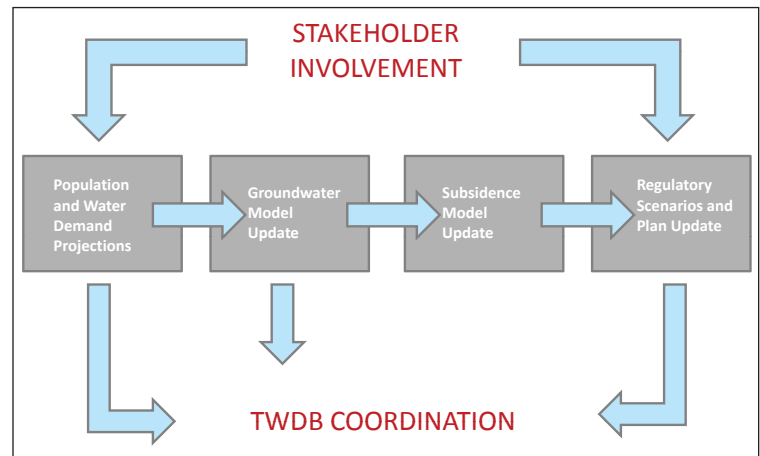
Time Schedule

Ongoing (estimated 2012 completion)

FNI is updating the regional groundwater study and regulatory plan for the Harris-Galveston Subsidence District (HGSD), Fort Bend Subsidence District, and Lone Star Groundwater Conservation District.

The project includes detailed population and water demand projections for the counties which comprise the Region H Planning Area, updating the groundwater model using the Texas Water Development Board (TWDB) Northern Gulf Coast Groundwater Availability Model (GAM), development of a subsidence predictive model for Harris, Galveston and Fort Bend Counties, and development of long-term regulatory plans for the reduction of groundwater pumping.

A formal and robust stakeholder participation process has been initiated and will continue to be advanced throughout the duration of the project. Stakeholders include the City of Houston, San Jacinto River Authority, Gulf Coast Water Authority, the Regional Water



Authorities, and other major municipalities and water providers in our region.

FNI is collaborating with the U.S. Geological Survey and TWDB to develop detailed population and water demand projections and update of the regional groundwater model. TWDB is in agreement that important elements of this study (i.e., population and water demand projections and the groundwater model) will be incorporated into the Region H plan and will form the basis for regional water planning in our area.

The Texas Legislature created the Harris-Galveston and Fort Bend Subsidence Districts to provide for the systematic reduction of groundwater pumping. This regulatory plan will help shape the water supply environment for our region as it converts from a groundwater-based supply system to surface water.

S.B. 1 Regional Water Planning

Contact

Jim Parks, P.E., Chairman
Region C Regional Water Planning Group
972-442-5405; jiparks@ntmwd.com

Project Team Members

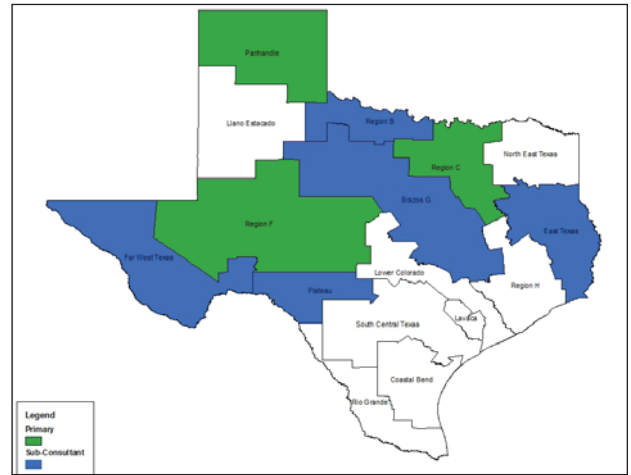
Mike Reedy, Jeff Taylor, Tom Gooch, Simone Kiel, Jon Albright, Lucia Lee,
Bill Thaman, Jeremy Rice, LBG-Guyton Associates, Ekistics Corporation

Time Schedule

1998-2002 (1st round); 2003-2006 (2nd round); 2007-2010 (3rd round)

FNI plays an integral role in the S.B. 1 Regional Water Plans as a consultant in eight of the 16 regions, serving as the prime consultants in Regions A, C and F. FNI has served as a subconsultant in Regions B, E, G, I and J. Prior to joining FNI, Mike Reedy and Jeff Taylor were consultants for Region H.

As the prime consultant in three diverse regions, FNI provided technical evaluations of regional issues and facilitated resolutions to concerns raised by planning group members and stakeholders. Our experience in Region C provides working knowledge of the challenges of rapidly growing urban areas and its effect on surrounding suburban and rural counties.



FNI has been involved with regional water planning since its inception. We are intimately familiar with the rules and guidelines for regional planning and have developed good working relationships with TWDB staff. FNI has developed a vast resource of data and is familiar with available planning data from state and federal agencies (including historical water use, sources of supplies and water sales). We also worked closely with TWDB staff and our respective planning groups on reviewing and developing population and water-use projections over the 50-year planning horizon.

Water Availability Modeling

Contact

Jim Forte, Manager, Planning & Development
Brazos River Authority
254-761-3127; jforte@brazos.org

Project Team Members

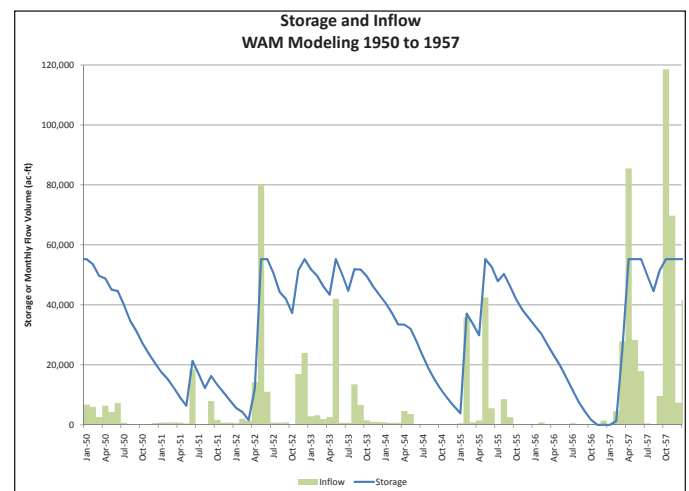
Tom Gooch, Jon Albright

Time Schedule

1998 – Ongoing

One of the key elements of S.B. 1 Regional Water Supply Planning is the development and execution of new Water Availability Models (WAMs). FNI participated in developing the WAMs for the Neches, Trinity, San Jacinto and Brazos River Basins and the Neches-Trinity, Trinity San-Jacinto and San Jacinto Brazos Coastal Basins. FNI-developed WAMs have been used for evaluations of water management strategies for Regions B, C, E, F, G, H, I and J, including a complex “no call” analysis performed for Regions F and K using the Colorado WAM.

FNI also has supported water supply studies using the Red, Sulphur, Cypress, Sabine, Neches, Trinity, San Jacinto, Brazos, Brazos-Colorado, Colorado, Lavaca and Rio Grande WAMs.



FNI has assisted our clients using related WAMs for water rights applications and other projects including the Brazos River Authority (Brazos WAM), San Jacinto River Authority and Angelina & Neches River Authority (Neches WAM), and North Texas Municipal Water District (Red River WAM). FNI also has assisted with smaller water rights applications using the Trinity, Brazos, Red and Sulphur WAMs.

FNI has supported S.B. 3 environmental flow analyses using the Sabine and Neches WAMs and analyses of environmental flows and bay and estuary impacts using the Lavaca WAM.

Texas Instream Flow Program

Contact

Jack Tatum, Chairman
Sabine-Neches BBEST
409-746-2192; jtatum@sratx.org

Project Team Members

Mike Reedy, Steve Watters, Jon Albright

Time Schedule

2008 – Ongoing

With the passage of S.B. 3, Texas is currently in a joint planning process to develop environmental flows for the state's major river basins. FNI is playing a major role in this process. Mike Reedy is currently a member of the Trinity and San Jacinto Rivers and Galveston BBEST. Steve Watters, Senior Environmental Scientist and FNI Principal, is a member of the Colorado-Lavaca Rivers Basin and Bay Expert Science Team (BBEST). Jon Albright, Hydrologist and FNI Associate, conducted hydrological evaluations for the Sabine-Neches BBEST using the TCEQ WAMs for the Sabine and Neches Basin and the Hydrology-Based Environmental Flow Regime (HEFR) tool. Mr. Albright has also participated in a modeling committee sponsored by the Science Advisory Committee that oversees the technical aspects of S.B. 3.

Water Supply: Dams and Reservoirs

Contact

Warren Samuelson, P.E., Dam Safety Program Coordinator
Texas Commission on Environmental Quality
512-239-5195; wsamuels@tceq.state.tx.us

Project Team Members

Mike Reedy, Tom Gooch, Jon Albright, Simone Kiel, Cody Cockroft,
Lucia Lee, Steve Watters

Time Schedule

1910 – Ongoing

The current Region H plan recommends several new water supply reservoirs to meet future needs. FNI understands the complexities of water supply development and the political sensitivities of recommending new reservoir projects in Texas. FNI has assisted water suppliers with the permitting, design and/or construction of over 150 major dams in Texas. In Region H, FNI has conducted studies or design projects at 10 dams and is the engineer of record for Lake Conroe.

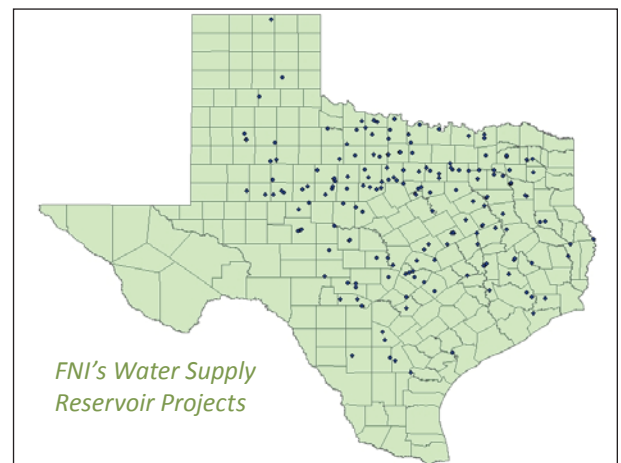
In addition to study-through-construction projects, FNI's recent water supply projects include:

- Currently assisting clients with the permitting of two new reservoir projects

FNI recently completed the first Instream Flow Study conducted under the guidelines of the Texas Instream Flow Program for the purposes of a water right permit application. FNI conducted an instream flow study on Bois d'Arc Creek in support of the permitting activities for the proposed Lower Bois d'Arc Creek Reservoir project.

FNI applied an interagency approach to the study to define the study area, adopt methodologies and assist with data collection. FNI worked closely with TCEQ, Texas Parks and Wildlife Department, TWDB, US Forest Service (Caddo National Grasslands), U.S. Army Corps of Engineers, U.S. EPA, and U.S. Fish and Wildlife Service to gain consensus and address concerns raised by agency staff. This study evaluated the four technical components that characterize stream conditions: hydrology and hydraulics, fluvial geomorphology, water quality, and aquatic biology. Biological sampling, habitat mapping, stream flow measurements and geomorphic studies were conducted at five primary sampling reaches. Data were evaluated in light of the definition of "sound ecological environment" for the Bois d'Arc Creek.

Hydrological modeling was conducted to assess stream flow patterns with and without the reservoir. These data were used to recommend instream flows that provide a sound ecological environment for Bois d'Arc Creek downstream of the proposed reservoir.



- Updated TCEQ's *Hydrologic and Hydraulic Guidelines for Dams in Texas*
- Water rights permit amendment to develop Allens Creek Reservoir in Region H
- Reservoir Site Acquisition Study that was the basis for recommendations in *Unique Reservoir Sites* to the Texas Legislature
- *Report 126 – Inventory of Dams* for TWDB

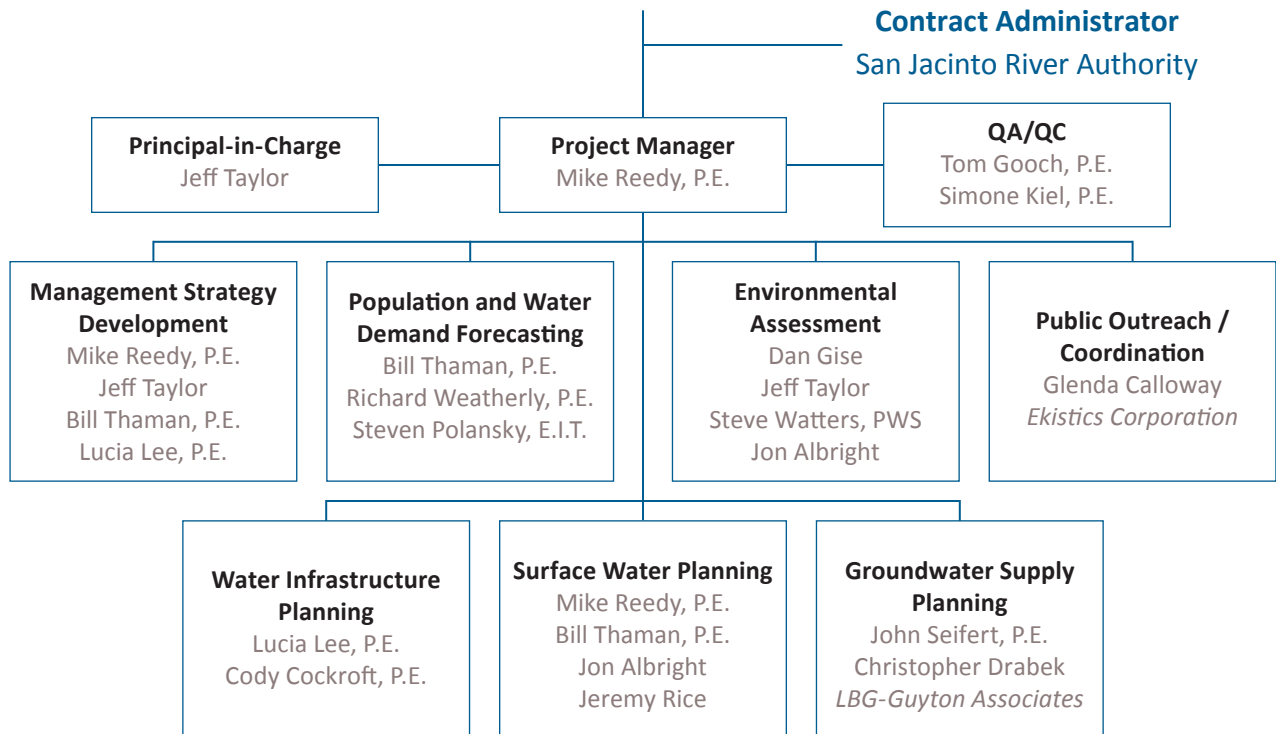
2. Firm’s Resources and Capabilities

Location	Size	Staffing	Length of Local Office’s Existence
Houston-Area	25	Water Resources Planning and Design; Environmental Science; Water/Wastewater Planning and Utilities and Treatment Engineering; Construction Services; Transportation/Infrastructure	10 years
Fort Worth	240	Water Resources Planning and Design; Environmental Science; Water/Wastewater Planning and Utilities and Treatment Engineering; Construction Services; Transportation/Infrastructure;	116 years
TOTAL (12 offices in Texas)	440	Storm Water Engineering; Architecture; Urban Planning; Structural, Geotechnical, Mechanical, Electrical and Plumbing Engineering; Program Management; Public Involvement	116 years

The remainder of this section features FNI’s resources and capabilities, showing our team’s management structure (below) and resume summaries for key project leaders.



REGION H WATER PLANNING GROUP



STATEMENT OF QUALIFICATIONS

Region H Water Planning Group Regional Water Plan



Mike Reedy, P.E.

Project Manager

Mike Reedy is FNI's Manager for its Water Resources–Houston Group, responsible for projects relating to water and wastewater planning, infrastructure, treatment and hydrologic and hydraulic evaluations. He is a key liaison between his clients and federal, state and local agencies for rules interpretations, permitting issues, and compliance criteria. Mr. Reedy is currently a member of the Trinity and San Jacinto Rivers and Galveston Bay and Basin Expert Science Team (BBEST). Mr. Reedy's experience includes:

- Regional Groundwater and Regulatory Plan Update, Harris-Galveston Subsidence District, Fort Bend Subsidence District, and the Lone Star Groundwater Conservation District – Consultant Team Leader. Results will define the regional water supply environment for the area's four most populous counties for the next 60 years. Stakeholder involvement is a key element in the development of population and water demand projections, which will serve as the basis for projections in the next round of regional planning.
- Region H Water Plan, Region H Water Supply Planning Group – Project Manager. In compliance with TWDB regional planning guidelines, this plan identified water needs and water supply strategies for a 50-year planning period. As part of the regional water planning process for Region H, Mr. Reedy also directed numerous studies to address bay-and-estuary flow needs related to projects in the Region H Regional Water Plan. Mr. Reedy has worked with area stakeholders including SJRA, TRA, BRA, GCWA, and the City of Houston. He also has led the efforts in developing drought management studies, interruptible supply studies, reuse and return flows studies as part of Region H water planning.

Mr. Reedy is currently serving as a member of the Trinity and San Jacinto Rivers and Galveston Bay and BBESTs where he assisted in the development of recommended environmental flow regimes for both instream and bay and estuary flows as part of the S.B. 3 environmental flows process. Mr. Reedy has presented the results of environmental flows studies performed as part of the S.B. 1 regional planning efforts for Region H to both the Trinity and San Jacinto Rivers and Galveston Bay and Basin Stakeholder and Science Advisory Committees.

Jeff Taylor

Principal-in-Charge

Jeff Taylor is FNI's Southeast Division Manager, a firm Vice President and a Principal. His experience ranges from leading small teams of consulting engineers to management of the 1,450-person water/wastewater operations for the City of Houston public utility. He is a past appointee of the Governor of Texas on the Environmental Flows Advisory Committee and was chairman of the Region H Regional Water Planning Committee.

Mr. Taylor managed the City of Houston water and wastewater utility operations which includes a water system that provides an average of over 400 MGD from three surface water treatment plants and 90 groundwater pump stations through approximately 7,500 miles of transmission and distribution pipelines. While at the City, he managed:

- Development and construction of the 80-MGD NEWPP surface water treatment plant using design-build-operate delivery model
- Obtaining a 99,650-acre foot water rights permit for future Allens Creek Reservoir and Dam

As a private consultant, he managed the Water Availability Studies for the Neches and Trinity basins and worked on the WAMs for the San Jacinto and Brazos basins. He also has extensively modeled Galveston Bay Inflows. He has assisted the Subsidence District to develop its 1999 Regulatory Plan and is very familiar with groundwater usage and regulation throughout the region. He served as Program Manager of the precursor to Regional Water Planning through his efforts on the Trans-Texas Water Program. He also served as the lead consultant to the Region H WPG and is a former Region H WPG Chairman.



Experience

21 years

Education

M.S., Civil Engineering, Texas A&M University

B.S., Civil Engineering, Texas A&M University

Registration

Professional Engineer, Texas #71390



Experience

30 years

Education

B.A., Environmental Science, Rice University

Bill Thaman, P.E.

Population and Water Demand Forecasting (Task Leader)

Education

M.S., Water Resources, Texas A&M University

B.S., Materials, Texas A&M University

Registration

Professional Engineer, Texas #84024

Bill Thaman has served as a Project Manager on a variety of water resources planning studies, including the Region K Regional Water Plan, Groundwater Management Area 14, two large studies to develop the regulatory approach and facilities plan for a regional conjunctive use system in Montgomery County and is on the project team for the HGSD Regional Groundwater Study and Regulatory Plan Update project currently underway in the Region H area. His 11 years experience includes regional water supply planning, regional facility planning, groundwater modeling, hydraulic and hydrologic modeling, water and wastewater master planning, storm water master planning, Geographic Information Systems (GIS) analysis and customization, and engineering software development.

Richard Weatherly, P.E.

Population and Water Demand Forecasting

Education

B.S., Civil Engineering, University of Texas at Austin

Registration

Professional Engineer, Texas #100211

Richard Weatherly is a Houston-based member of FNI's Water/Wastewater Master Planning Group. His strength is in the development of system models for master planning, Capital Improvement Plans and impact fee studies. His seven years experience includes training of clients in the use of modeling software and the integration of GIS into models. His software experience includes the use of InfoWorks, H2ONET, H2OMap Water, H2OMap Sewer and HYDRA. In addition to numerous municipal water system plans throughout Texas, he has worked on the Groundwater Rule Assistance project for the San Jacinto River Authority and on water, wastewater and recycled water system models for the San Antonio Water System.

Steven Polanksy, E.I.T..

Population and Water Demand Forecasting

Education

B.S., Civil Engineering, University of Texas at Austin

Registration

Engineer-in-Training #44117

Steven Polanksy is a Houston-based water/wastewater planner with two years experience prior to joining FNI. His FNI background includes Unidirectional Flushing Program, City of Pearland, King's Creek Wastewater Treatment Plant Improvements, City of Terrell, and the Water/Wastewater Master Plan, City of Mansfield.

Dan Gise

Environmental Assessment (Task Leader)

Education

M.S., Biology, Stephen F. Austin State University

B.S., Forestry/Biology, Stephen F. Austin State University

Dan Gise is an Environmental Scientist and FNI Associate with broad knowledge and experience with environmental issues for a wide variety of project types and clients. Mr. Gise has 30 years of experience in environmental impact statements, environmental assessments, permitting, inter-agency coordination and numerous other types of environmental studies and permitting activities. His recent experiences include Texas Instream Flow Program stakeholder meetings (Brazos River Basin) permit application for the proposed 8,900-acre Allens Creek Reservoir, Brazos River Authority, and environmental site assessment for Lake Texana, Lavaca-Navidad River Authority.

Steve Watters, PWS

Environmental Assessment

Education

M.S., Forest Hydrology, Stephen F. Austin State University

B.S., Forest Management, Stephen F. Austin State University

Registration

Professional Wetland Scientist #000832

Steve Watters is an FNI Principal and, during his 29-year career, has served as Project Manager and Lead Scientist for instream flow studies, environmental assessments and impact studies, water quality sampling and modeling studies, and wetlands permits. He has 25 years of instream flow experience with IFIM, PHABSIM modeling, and the Texas Instream Flow Program. Mr. Watters' background includes instream flow studies for the proposed Lower Bois d'Arc Creek Reservoir, the proposed South Bend Reservoir and the Owen Ivey (Stacy) Reservoir. He also was Environmental Scientist for water rights permitting for the proposed Allens Creek Reservoir.

Jon Albright

Environmental Assessment

Education

B.S., Hydrology and Water Resources, Tarleton State University

Jon Albright is an FNI Associate and Hydrologist/Project Manager with 29 years experience. He has participated in a wide variety of water resource planning and water supply modeling projects.

STATEMENT OF QUALIFICATIONS

Region H Water Planning Group Regional Water Plan



He has extensive experience in hydrologic modeling, including development of custom models using the Fortran, C++ and Visual Basic programming languages, as well as using model applications such as the Water Rights Analysis Package (WRAP), RiverWare, LCRA RESPONSE model and RESOP. Mr. Albright has provided water supply analysis support to the Region B and C Regional Water Plans. He also has updated water availability models of the Brazos, Trinity, Neches and San Jacinto-Brazos River Basins.

Lucia Lee, P.E.

Water Infrastructure Planning (Task Leader)

Education

B.S., Structural Engineering, University of California, San Diego

Registration

Professional Engineer, Texas #82485 (three states total)

Lucia Lee has worked extensively in the Houston metropolitan area on a variety of projects during the past 22 years. Prior to joining FNI, Ms. Lee's work included serving as an area manager for the \$1.2-billion Greater Houston Wastewater Program. She started her career at the City of San Diego designing water and wastewater utility projects and managing design consultant contracts. She also was on the consultant team for the development of the 2006 Region H Regional Water Plan.

Cody Cockroft, P.E.

Water Infrastructure Planning

Education

M.S., Engineering Management, Texas A&M University

B.S., Civil Engineering, Texas A&M University

Registration

Professional Engineer, Texas #97255

Cody Cockroft is a Water Resources Engineer with 10 years consulting and owner experience. Prior to FNI, Mr. Cockroft managed the Lower Colorado River Authority's (LCRA) Dam Safety Program and supervised the Water Service's Civil Engineering Design Team. His responsibilities included design or management of capital and O&M projects for all LCRA-owned and operated dams; dam inspection and maintenance schedules; and lead design and analysis efforts for three Texas Gulf Region irrigation districts which included nine pump stations and more than 1,100 miles of canal levees. Mr. Cockroft is Project Manager for FNI's Highlands Reservoir and siphons projects with the San Jacinto River Authority.

Jeremy Rice

Surface Water Planning

Education

M.S., Water Management and Hydrological Science, Texas A&M University

B.S., Renewable Natural Resources, Texas A&M University

Jeremy Rice is a Hydrologist with four years experience in water resources projects. Mr. Rice's background includes Analysis of Naturalized Flow vs. Rainfall, Harris County; Water Availability Analysis, PPG Industries; Lake Level Study, San Jacinto River Authority; and the Lavaca River Water Supply Project, Lavaca-Navidad River Authority.

Mike Reedy will be the Task Leader for Surface Water Planning. Bill Thaman and Jon Albright also will contribute to this task.

Tom Gooch, P.E.

Quality Assurance / Quality Control (Task Leader)

Education

M.S., Civil Engineering (Water Resources), Stanford University

B.S., Civil Engineering (Water Resources), MIT

Registration

Professional Engineer, Texas #50668 (five states total)

Tom Gooch is an FNI Vice President and the firm's Water Supply Planning Group Manager. He serves as Project Manager for water supply planning, analyses of water rights, reservoir operation studies, water quality evaluations, analyses of flooding, preliminary design and cost estimates for water supply projects and transmission systems, economic analyses, and water and sewer rate studies. Mr. Gooch's 33-year background includes: Water Availability Modeling for the Brazos, Trinity, San Jacinto, Neches and three coastal basins (Principal-in-Charge); S.B. 1 Region C Regional Water Plan; Watershed Management Plan, Sabine River Authority; Trinity Water Availability Study, Trinity River Authority, Tarrant Regional Water District and the City of Houston; and the Reservoir Site Protection Study, Texas Water Development Board.

Simone Kiel, P.E.

Quality Assurance / Quality Control

Education

M.S., Environmental Engineering, Rice University

B.S., Civil Engineering, Rice University

Registration

Professional Engineer, Texas #93615

Simone Kiel is an FNI Associate and Water Supply Planner whose 24 years experience includes water management planning, reservoir operation studies, and groundwater and surface water availability evaluations. Ms. Kiel has worked with S.B. 1 Regional Water Planning since its inception, and has worked with consultant teams in Regions A, B, C, E, F and G. She also was Project Manager for a water rights application and 404 permit application for the Lower Bois d'Arc Creek Reservoir Phase II, North Texas Municipal Water District, and was a team member for the Reservoir Site Protection Study, Texas Water Development Board.

3. Subcontractors

LBG-Guyton Associates

LBG-Guyton Associates provides groundwater hydrology and environmental services. Its predecessor firm, William F. Guyton Associates, was formed in 1951 and performed groundwater resources and development projects in Texas and other states in the south and southwest region of the United States, and that tradition continued with LBG-Guyton. The firm has offices in Austin and Houston, which have been in existence since 1951 and 1958, respectively. LBG-Guyton Associates has a staff of 10 personnel in the Austin office and 5 personnel in the Houston office. LBG-Guyton staff includes experienced hydrogeologists, engineers and hydrologists performing office and field evaluations for projects.

Work with Region H Water Planning Group

LBG-Guyton, under the direction and leadership of John Seifert, P.E., has been a key member of the Region H Water Planning Group consulting team during all of the past rounds of regional water planning, working closely with Region H stakeholders.

Ekistics Corporation

Ekistics Corporation was formed in 1987 to provide environmental and socioeconomic assessments and public policy and public involvement services. Major clients have been engineering firms, local governments, or government agencies in Texas, primarily in the Houston area. For the past decade, assisting decision makers with issues related to the supply of water or the response to flooding has been the central focus of the firms' projects. Ekistics has concentrated on a high quality of service provided, with principals serving as key personnel on every project.

Work with Region H Water Planning Group

Glenda Calloway, Principal for Ekistics Corporation, has assisted Region H with public participation, analysis of environmental and socioeconomic impact analyses and related recommendations for each of the past Region H planning efforts.

4. Capability to Commit Resources

As Principal-in-Charge, Jeff Taylor has the authority and the responsibility for committing the resources needed to meet this project's schedule. FNI has 440 multi-discipline engineering, environmental science, planning, architecture and construction services professional and support personnel – all located in Texas – to tap, as needed, to address your project's goals and challenges.

The previously named FNI and subcontractor team members are available to the Region H Regional Water Planning Group throughout the duration of the planning cycle. In no event shall the key individuals named in this submittal including Jeff Taylor, Mike Reedy, John Seifert and Glenda Calloway be changed without the prior written approval of the Region H Regional Water Planning Group.

5. Additional Information

Trusted Advisors

Jeff Taylor and Mike Reedy have earned the title of trusted advisor to major stakeholders throughout our region. They have worked in the field of water resources here in the Region H area for a combined 40 years.

During this time, they have each had the opportunity to serve in leadership positions in our region, focusing on the largest and most critical water resource issues. As a result, they have developed relationships with local and regional water providers. They have the trust and respect of three constituent groups in the field of water resources: water suppliers, WUGs at the municipal level and the environmental community. This trust is based on demonstrated competence, technical understanding and historical actions.

Mr. Taylor and Mr. Reedy have lived and worked in the Region H area for the majority of their careers. The relationships they have with local, state and federal decision makers provides a level of credibility to the Region H RWPG unmatched by any others.

Senior Leadership

While many of the activities of the Region H WPG consultant are technical in nature, stewardship of the Region H WPG requires senior leadership that exhibits the confidence of a proven background and has the trust of the local and regional stakeholders.

Many issues addressed throughout the planning cycle have the potential for creating negative public outcry. Mr. Reedy and Mr. Taylor will provide the Region H WPG with the expert guidance and political sensitivities required to avoid unnecessary negative public debate.

They have honed these leadership and stewardship skills managing the City of Houston municipal utility, serving at the Texas Commission on Environmental Quality, representing the Governor of Texas within the Environmental Inflows discussion, and serving the State of Texas on EPA water stakeholder groups.

Stability

FNI is the oldest privately owned engineering firm in Texas. We have served our water clients for the past 116 years, including the past 20 here in the Region H area. FNI has demonstrated its stability and technical horsepower as one of the most respected water resources engineering firms in Texas.

FNI has led the Texas water resources industry in the development of dams, reservoirs and infrastructure, the establishment of Dam Safety Guidelines and Rules for TCEQ, and the development of environmental standards for instream flow assessments.

FNI's vision is simple: *Be the firm of choice for clients and employees.* In the Region H area, Mr. Taylor and Mr. Reedy are achieving this

vision by fulfilling FNI's mission – *Innovative Approaches ... Practical Results ... Outstanding Service* – for our water resources clients.

Local Knowledge

The FNI Project Team provides the most comprehensive knowledge of the local/regional water landscape. Regional planning throughout Texas was an outgrowth of planning efforts deemed "Trans-Texas" in the 1990s. Mr. Taylor managed the Trans-Texas Regional Plan for all of Southeast Texas. He also managed the consultant team that served Region H for its first five-year plan. Mr. Reedy then managed that consultant team for the following 10 years. They have an unmatched understanding of the water supplies, critical issues and potential solutions for our regional water problems. They have worked closely with the major water providers and users in our region, building ideas and concepts for water strategies and regulations that are being considered, planned and, in some cases built today.

FNI has developed the water availability models for the Trinity, San Jacinto, Brazos and all of the region's coastal basins and additionally through LBG-Guyton Associates has been involved in groundwater analysis throughout the region.

Strategic Involvement

FNI currently serves as the lead consultant to the Harris-Galveston Subsidence District in the development of a Regional Groundwater Update and Regulatory Plan Update. The results of this project will define the regional water supply environment for our four most populous counties in this area for the next 60 years. In addition, the population and water demand projections developed as part of this study are being developed through an extensive stakeholder process and will serve as the basis for projections developed in the next round of regional planning.

Coordination between the Region H WPG and the project team for the Regional Groundwater Update will be critical to ensure that regional planning incorporates the realities of groundwater regulations and reductions in our region. Mr. Taylor and Mr. Reedy each serve in leadership positions on the Regional Groundwater Study which represents an obvious synergy to the Region H WPG.

Bench Strength

FNI represents leadership in Texas' water resources planning. Many firms can boast of having the ability to perform water resources planning; however, FNI is involved in half of the 16 regional water planning groups in Texas, serving as the lead consultant in three of those regions. Along with the FNI technical staff available in the Region H area, FNI has extensive regional water planning staff in other areas of the state that can provide the bench strength necessary to undertake large assignments in an efficient and expedient manner.

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.state.tx.us
Phone (512) 463-7847, Fax (512) 475-2053

April 7, 2011

Mr. Reed Eichelberger
General Manager
San Jacinto River Authority
P.O. Box 329
Conroe, Texas 77305-0329

email: reed@sjra.net

Re: Texas Water Development Board's 4th Regional Water Planning Cycle, TRD-201100237,
TWDB Grant Application 00003251

Dear Mr. Eichelberger:

The Texas Water Development Board has received and reviewed your application in response to the above-referenced Request for Applications. Your application has been determined to be complete. However, the TWDB requests that you obtain and provide the TWDB with Vendor ID and CCR numbers as soon as possible. These numbers will be a requirement in all future application submittals.

TWDB staff anticipates presenting funding recommendations at our Board's regularly scheduled June Board meeting.

If you have any questions or concerns, please contact me at (512) 936-6079.

Sincerely,



David Carter
Agency Contract Administrator

Our Mission	:	Board Members		
To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas	:	Edward G. Vaughan, Chairman	Joe M. Crutcher, Member	Billy R. Bradford Jr., Member
	:	Thomas Weir Labatt III, Member	Lewis H. McMahan, Member	Monte Cluck, Member
	:	Melanie Callahan, Interim Executive Administrator		

Regular Meeting Agenda Item 8

Consider and take action authorizing the San Jacinto River Authority to execute an agreement with Freese & Nichols, Inc. for development of the 2016 regional water plan.



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective as of the ____ day of _____, 2011, by and between the San Jacinto River Authority, a conservation and reclamation district of the State of Texas, ("SJRA") with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77305

and

Freese and Nichols, Inc. a corporation organized under the laws of the State of Texas, ("CONSULTANT") with corporate office located at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109.

SJRA and CONSULTANT are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, SJRA has entered into a contract with the Texas Water Development Board (the Principal Contract) to develop a Regional Water Plan in accordance with the Texas Administrative Code, Title 31, Chapter 357, Regional Water Planning Guidelines (the Project); and

WHEREAS, SJRA desires to employ CONSULTANT to assist the Texas Water Development Board (the Board) in developing a regional water plan in support of developing the Project;

The Parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT agrees to perform professional consulting services and such other services related to the Project, which services shall be set forth more particularly in Work Orders, the form of which is attached hereto as Attachment B, issued from time to time by SJRA and accepted by CONSULTANT.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Work Orders will refer to and be governed by and subject to the terms, conditions, and other provisions of this Agreement and Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of CONSULTANT and returned to SJRA. Services covered by any Work Order may not be modified unless such modifications are first agreed to in writing by SJRA and CONSULTANT.

1.3 Terms, conditions, or other provisions contained in any Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect.

1.4 Nothing herein shall obligate SJRA to issue, or CONSULTANT to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for services or work.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall remain in effect until such time as the Services under this Agreement have been completed; provided however, that pursuant to Article 12, either Party shall have the right to terminate the Agreement for cause and SJRA shall have the right to terminate the Agreement for convenience.

ARTICLE 3 – COMPENSATION AND PAYMENT

3.1 SJRA agrees to pay CONSULTANT, and CONSULTANT agrees to accept, as full and complete compensation for services properly performed by CONSULTANT in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of Attachment A, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, CONSULTANT shall submit an invoice to SJRA, together with appropriate backup documentation, releases and waivers of lien in forms acceptable to SJRA, covering all Services performed hereunder by CONSULTANT and its subconsultants, subcontractors and suppliers during the preceding calendar month. CONSULTANT shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested for each such Work Order, (iv) the amount previously paid for each such Work Order, (v) descriptions of Services performed during the prior month for each such Work Order, and (vi) the total payment requested by such invoice. SJRA shall pay the amount it agrees to be due within thirty (30) days after receipt of such complete invoice and backup documentation.

3.3 SJRA shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect SJRA from loss or expected loss because of:

(a) Services that are not in compliance with this Agreement or the applicable Work Order or any failure of CONSULTANT to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens arising out of services performed for which CONSULTANT is responsible pursuant to this Agreement and asserted or filed against SJRA or any of their respective property or portion thereof or improvements thereon;

(c) uninsured damage to SJRA, its board, directors, officers and employees which results from CONSULTANT's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by CONSULTANT or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or

(d) any failure of CONSULTANT to pay any subcontractor, subconsultant, or supplier of CONSULTANT the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. CONSULTANT will not include in its billings to SJRA any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

3.4 CONSULTANT agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from SJRA, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by CONSULTANT out of such payment made to CONSULTANT by SJRA. Further, provided that SJRA has made such payments to CONSULTANT, CONSULTANT shall defend and indemnify SJRA against any liens or claims of lien asserted or filed by any such person or entity against SJRA or CONSULTANT or its project or property.

ARTICLE 4 – STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; EQUAL EMPLOYMENT OPPORTUNITY; THIRD PARTY REVIEW

4.1 CONSULTANT shall perform, supervise and direct the Services, using reasonable skill and attention, in a good and workmanlike manner and in a similar reasonable and expeditious and economical manner consistent with the interests of SJRA, shall exercise the degree of care, skill, and diligence in the performance of the Services in accordance with and consistent with industry standards for similar

circumstances, shall utilize reasonable skill, efforts, and judgment in furthering the interests of SJRA, and shall furnish efficient administration and supervision in connection with Services and this Agreement (CONSULTANT's "Standard of Care").

4.2 Consistent with its Standard of Care, CONSULTANT shall keep SJRA apprised of the status of Services, will coordinate its activities with SJRA, and accommodate other activities of SJRA at sites that Services impact. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 CONSULTANT shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. Construction contractors of SJRA shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all parties, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with SJRA. CONSULTANT shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that CONSULTANT provides to SJRA any estimate of costs associated with construction, it is recognized by the Parties that neither CONSULTANT nor SJRA has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from SJRA's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by CONSULTANT.

4.5 With respect to providing Services hereunder, CONSULTANT agrees to meet at the time applicable (i) Equal Employment Opportunity ordinances, rules and regulations, and (ii) Affirmative Action ordinances, rules and regulations.

4.6 CONSULTANT acknowledges and agrees that projects of SJRA may be subject to review and approval by other third parties. Accordingly, as and when requested by SJRA, CONSULTANT shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

ARTICLE 5 – COST RECORDS

5.1 CONSULTANT shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by CONSULTANT under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, CONSULTANT shall maintain records of direct costs for which SJRA is charged. SJRA shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. SJRA's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating manhours worked, units employed, and third party charges only. Except to the extent audit rights are granted to SJRA by applicable law, SJRA shall have no audit rights with respect to the portion of Work Orders compensated on a lump sum basis.

ARTICLE 6 – OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 Upon completion of Consultant's services and receipt of payment in full, all studies, plans, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by CONSULTANT, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of SJRA are and shall remain SJRA's property upon creation (collectively, "Work Product") provided, however, that Work Product shall not include pre-existing proprietary information of CONSULTANT, its subconsultants, subcontractors, and/or suppliers ("CONSULTANT Proprietary Information"). To this end, CONSULTANT agrees and does hereby assign,

grant, transfer, and convey to SJRA, its successors and assigns, CONSULTANT's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. CONSULTANT confirms that SJRA and its successors and assigns shall own CONSULTANT's right, title, interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, CONSULTANT hereby grants SJRA a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties CONSULTANT Proprietary Information in connection with SJRA's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of SJRA or otherwise in connection with property or projects in which SJRA has an interest (whether by SJRA or a third party). CONSULTANT shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by CONSULTANT only with respect to the project in connection with which such Work Product was created and is not to be used on any other project. CONSULTANT and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of SJRA's copyright or other reserved rights. CONSULTANT shall deliver all copies of the Work Product to SJRA upon the earliest to occur of SJRA's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Notwithstanding anything to the contrary herein, CONSULTANT shall not be responsible for the results or consequences for any use other than the intended use as described in this Agreement.

6.2 CONSULTANT agrees that all information provided by SJRA in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by CONSULTANT without the prior written consent of SJRA, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by CONSULTANT otherwise known by CONSULTANT by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to CONSULTANT;
- (c) subsequently is developed independently by CONSULTANT, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of CONSULTANT's being a party to this Agreement;
- (d) becomes known or available to CONSULTANT from a source other than SJRA and without breach of this Agreement by CONSULTANT or any other impropriety of CONSULTANT;
- (e) enters the public domain without breach of the Agreement by or other impropriety of CONSULTANT;
- (f) becomes available to CONSULTANT by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of SJRA;
- (h) was exchanged between SJRA and CONSULTANT and ten (10) years have subsequently elapsed since such exchange; or

(i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 CONSULTANT shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as CONSULTANT normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 CONSULTANT will advise SJRA of any patents or proprietary rights and any royalties, licenses, or other charges which CONSULTANT knows or should know in the exercise of its Standard of Care impacts any design provided by CONSULTANT in connection with any Services, and obtain SJRA's prior written approval before proceeding with such Services. CONSULTANT shall not perform patent searches or evaluation of claims, but will assist SJRA in this regard if requested, on the basis set forth herein. There will be no charge for CONSULTANT's existing patents.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, CONSULTANT shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. CONSULTANT shall not be considered a partner, affiliate, agent, or employee of SJRA and shall in no way have any authority to bind SJRA to any obligation.

ARTICLE 8 – WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with CONSULTANT's Standard of Care, CONSULTANT shall be obligated to re-perform such Services at its own expense. If CONSULTANT is unable to re-perform such Services as expediently or in the manner required for SJRA's needs, CONSULTANT agrees to pay SJRA's reasonable costs associated with having another consultant perform such corrective services. The obligations of CONSULTANT under this Paragraph 8.1 are in addition to other rights and remedies of SJRA available to it pursuant to this Agreement or applicable law.

8.2 CONSULTANT agrees to assign SJRA the warranty or guarantee of any supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by CONSULTANT hereunder and cooperate and assist SJRA in SJRA's enforcement thereof. CONSULTANT's responsibility with respect thereto is limited to such assignment, cooperation, and alliance.

8.3 The representations and warranties of CONSULTANT under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and CONSULTANT makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and CONSULTANT shall have no liability to SJRA based upon any theory of liability that any such other warranty was made or breached.

ARTICLE 9 – INDEMNIFICATION

9.1 To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless SJRA and its board, directors, officers, and employees, (collectively, the "Indemnitees"), from and against claims, losses, damages, demands, suits, causes of action, settlements, liabilities, costs, fines, judgments, and expenses (including, without limitation, reasonable and necessary court costs, experts' fees and attorney's fees) (collectively, "Losses"), arising in favor of or brought by any third party, based upon, in connection with, relating to, or arising out of CONSULTANT's willful or negligent acts, errors or omissions (or those of any of its subcontractors, subconsultants, or suppliers or any of its or their respective employees or any party for whom any may be legally liable), under or in connection with this Agreement or any Work Order.

9.2 To the fullest extent permitted by law, SJRA shall defend, indemnify, and hold harmless CONSULTANT and its directors, officers, and employees, from and against claims, losses, damages,

demands, suits, causes of action, settlements, liabilities, costs, fines, judgments, and expenses (including, without limitation, reasonable and necessary court costs, experts' fees and attorney's fees) (collectively, "Losses"), arising in favor of or brought by any third party, based upon, in connection with, relating to, or arising out of SJRA's instructions, directions and orders (or those of any of its directors, officers, and agents) under or in connection with this Agreement or any Work Order.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1 Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential or special damages excluding fines and penalties levied by a regulatory agency, even if caused by the sole or concurrent negligence of a party, whether active or passive, and even if advised of the possibility thereof.

10.2 Nothing herein shall be construed as creating any personal liability on the part of any board member, any officer, employee, or agent of the SJRA.

ARTICLE 11 – INSURANCE

11.1 **General Requirements.** CONSULTANT shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and through three years beyond the expiration of the latest warranty period for any Work Order required by Paragraph 8.1 of this Agreement, provide and require all subconsultants and subcontractors to provide insurance coverage with companies lawfully authorized to do business in Texas and acceptable to SJRA, which coverage will protect CONSULTANT from claims set forth below which may arise out of or result from CONSULTANT's operations under this Agreement and for which CONSULTANT may be legally liable, whether such operations are by CONSULTANT or a subconsultant or subcontractor of CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than the minimum requirements set forth in this Article 11. Such insurance is to be provided at the sole cost of CONSULTANT and all subconsultants and subcontractors. The terms "subconsultant" and "subcontractor" for the purposes of this Article 11 shall include subconsultants and subcontractors of any tier.

(a) Kinds of Claims

- (1) claims under workers' and workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to CONSULTANT's Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (ii) by another person;
- (5) claims for damages other than to CONSULTANT's work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

(7) claims involving contractual liability insurance applicable to CONSULTANT's indemnification obligations under this Agreement; and

(8) claims for errors and omissions in the provision of professional consulting services of the kind rendered by CONSULTANT pursuant to this Agreement.

(b) **Policies and Minimum Limits of Liability**

Kinds of Insurance:	Limits of Liability*:
A. Workers' Compensation Texas Operations Employer's Liability	Statutory Bodily Injury by Accident \$500,000 Each Accident Bodily Injury by Disease \$500,000 Each Employee Bodily Injury by Disease \$500,000 Policy Limit
B. Commercial General Liability Including but not limited to: 1. premises/operations 2. independent contractors' products and completed operations 3. personal injury liability with employment exclusion deleted 4. contractual, owned, non-owned, and hired vehicles or mobile equipment	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$500,000 Fire Damage Liability
C. Professional Liability	\$2,000,000 per claim \$4,000,000 Aggregate
D. Business Automobile Liability Including all Owned, Hired, and Non-owned Automobiles	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$5,000,000 Per Occurrence \$5,000,000 Aggregate Bodily Injury and Property Damage

* Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy.

(c) All required insurance shall be maintained with responsible insurance carriers acceptable to SJRA and lawfully authorized to issue insurance of the types and amounts set forth in this Article 11 and having a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class X or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.

(d) All certificates shall be in a form acceptable to SJRA and each certificate must state that the policy may not expire or be cancelled, materially modified, or nonrenewed unless the carrier and/or CONSULTANT therefore gives SJRA thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, CONSULTANT shall supply SJRA with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to SJRA and written by carriers acceptable to SJRA and meeting the requirements of this Article 11. The policy shall contain a Per Project Aggregate limits endorsement.

- (e) With respect to all policies required in this Article 11, as soon as practicable prior to execution of this Agreement, CONSULTANT shall deposit with SJRA true and correct original certificates thereof, bearing notations or accompanied by other evidence satisfactory to SJRA that the requirements of this Article 11 are being met. If requested to do so by SJRA, CONSULTANT shall also furnish the originals or certified copies of the insurance policies for inspection.
- (f) All policies of insurance and certificates issued for this Article 11, with the exception of Professional Liability and Workers' Compensation Insurance, shall name the SJRA and its board, directors, officers, and employees as additional insureds for and to the extent of liabilities assumed under this Agreement.
- (g) All insurance required pursuant to this Article 11, with the exception of Professional Liability Insurance, shall provide for waivers of all subrogation rights against the Indemnitees.
- (h) All insurance required pursuant to this Article 11 shall be primary for and to the extent of liabilities assumed under this Agreement in respect of any insurance maintained by SJRA.
- (i) If any policy required to be purchased pursuant to this Article 11 is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention, or similar self-insurance mechanism shall be the sole responsibility of CONSULTANT in the event of any loss and CONSULTANT hereby waives any claim therefore against the Indemnitees except to the extent caused by an Indemnitee pursuant to Article 9.
- (j) CONSULTANT hereby waives all claims it may have against the Indemnitees to the extent any of such claims are covered by insurance required to be furnished by CONSULTANT or its subconsultants and subcontractors under this Agreement, and even if such claims arise out of, relate to, or are based upon any Indemnitee's own negligence, breach of contract, violation of statute or other fault.
- (k) CONSULTANT shall require and cause its subconsultants and subcontractors to purchase and maintain the insurance policies set forth in Paragraph 11.1(a) above with limits of liability commensurate with the amount of each subcontract agreement, but in no case less than \$500,000 per occurrence. CONSULTANT shall provide copies of insurance certificates for all such insurance to SJRA.
- (l) If CONSULTANT fails to procure or to maintain in force the insurance required by this Article 11, SJRA may secure such insurance and the costs thereof shall be borne by CONSULTANT. CONSULTANT shall reimburse SJRA the cost of such insurance plus ten percent (10%) administrative charge within ten (10) days after billing by SJRA. Any sum remaining unpaid fifteen (15) days after billing by SJRA shall bear interest at the rate of twelve percent (12%) per annum until paid by CONSULTANT. CONSULTANT shall defend, indemnify, and hold harmless the Indemnitees from and against any and all losses, claims, damages, and expenses (including, without limitations, court costs, costs of defense, and attorney fees), that any Indemnitee may incur as a result of CONSULTANT's failure to obtain or cause to be obtained the specific endorsements or insurance required pursuant to this Agreement. Failure of any Indemnitee to identify any deficiency in the insurance forms provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance and to cause such insurance to be maintained.
- (m) CONSULTANT's compliance with the provisions of this Article 11 shall not be deemed to constitute a limitation of CONSULTANT's liability with respect to claims covered by insurance provided pursuant to this Article 11 or in any way limit, modify, or otherwise affect CONSULTANT's obligation under this Agreement or otherwise. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONSULTANT or any subcontractor, or

the failure or any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.

(n) If requested by SJRA, CONSULTANT shall furnish or shall cause to be furnished any such other insurance or limits as SJRA may reasonably deem necessary for any Work Order or Orders and the cost thereof shall be charged to SJRA by appropriate modification of any such Order(s).

ARTICLE 12 – CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 SJRA may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of CONSULTANT, shall impact CONSULTANT's compensation or schedule, then (a) such changes shall be authorized by written change order issued by SJRA and accepted by CONSULTANT, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 SJRA may for convenience terminate this Agreement, any Work Order issued under this Agreement, or CONSULTANT's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, SJRA shall have the right but not the obligation to assume all obligations, commitments, and claims that CONSULTANT may have in good faith undertaken or incurred in connection with the Services terminated, and SJRA shall pay CONSULTANT for Services properly performed to date of termination and for reasonable costs of closing out such Services. Upon termination, CONSULTANT shall invoice SJRA for all services performed by CONSULTANT prior to the time of termination which have not previously been compensated. Payment of the final invoice shall be due and payable within thirty (30) days after receipt by SJRA.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that SJRA terminates this Agreement or any Work Order for cause, CONSULTANT shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to SJRA's right to offset all damages and costs associated with finally completing such Services.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay in performance or non-performance of any obligation of CONSULTANT contained herein shall be excused to the extent such failure of non-performance is caused by Force Majeure. "Force Majeure" includes fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the control of and cannot be reasonably anticipated by or the effects alleviated by CONSULTANT and (ii) prevents the performance of Services.

13.2 If CONSULTANT is affected by Force Majeure, CONSULTANT shall promptly provide notice to SJRA, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within three days after the end of the Force Majeure on performance and the end of the restrictions on CONSULTANT's ability to communicate with SJRA. CONSULTANT shall use its commercially reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied.

ARTICLE 14 – SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 The SJRA and CONSULTANT bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by CONSULTANT or SJRA without the prior written consent of the other Party.

14.3 Prior to commencement of any major part of the work or services to be provided under any Work Order with respect to which CONSULTANT has elected to subcontract, CONSULTANT will inform SJRA of the identity of the particular subcontractor, subconsultant or supplier CONSULTANT intends to employ for the performance of such major part of the work or services. SJRA shall have the right to disallow CONSULTANT's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by CONSULTANT as a result of such disallowance shall be borne by SJRA and provided that SJRA gives written notice of its disallowance of the subcontractor or subconsultant.

ARTICLE 15 - SEVERABILITY

15.1 If any provision of this Agreement or any Work Order or any portion of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect.

ARTICLE 16 – LICENSE REQUIREMENTS

16.1 The CONSULTANT shall have and maintain any licenses and certifications required by the State of Texas or recognized professional organizations governing the services performed under this Agreement.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement and Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 – GOVERNING LAW

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to the implementation of or performance of this Agreement or any Work Order which SJRA and CONSULTANT have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of CONSULTANT shall meet with the General Manager of SJRA at a mutually agreed upon time a place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or

appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Montgomery County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to Conroe, Texas.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

Freese and Nichols, Inc.

By: _____

Michael V. Reedy, P.E.
Group Manager

Date

SJRA:

San Jacinto River Authority

By: _____

Reed Eichelberger, P.E.
General Manager

Date

ATTEST:

ATTEST:

Secretary

ATTACHMENT A

Compensation terms for cost reimbursable Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, SJRA will compensate CONSULTANT on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

3.50 for professional and non-professional staff working at CONSULTANT or its subcontractor, subconsultant, or vendor offices.

(b) EXPENSES

"Billable Expenses" include all SJRA approved non-ordinary costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" shall only include: subconsultants; computer charges; travel expenses outside Harris and Montgomery Counties for purposes of meetings with Federal, State or other regulatory and/or resource agencies; copies of all deliverables submitted to SJRA and other non-typical expenses as approved by the General Manager or his designee prior to expenditure or identified in a Work Order. All previously approved vehicle use will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

ATTACHMENT B

WORK ORDER NO. _____

This Work Order is issued subject to and is governed by that certain Professional Consulting Services Agreement between SJRA and CONSULTANT effective _____, 2010.

Work Order Date: _____

CONSULTANT: _____

Type of Compensation: Lump Sum, Cost Plus -Time and Materials with a Not-To-Exceed Maximum

Compensation: _____

Location of Services: _____

Description of Services: _____

Deliverables: _____

Schedule Requirements: Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: _____

Agreed to by:

SJRA

By: _____

Name: _____

Title: _____

and

By: _____

Name: _____

Title: _____

Regular Meeting Agenda Item 9

Receive presentation from Consultant Team on comparison of 2010 Census population results to the 2010 population projections included in the 2011 Region H Regional Water Plan.





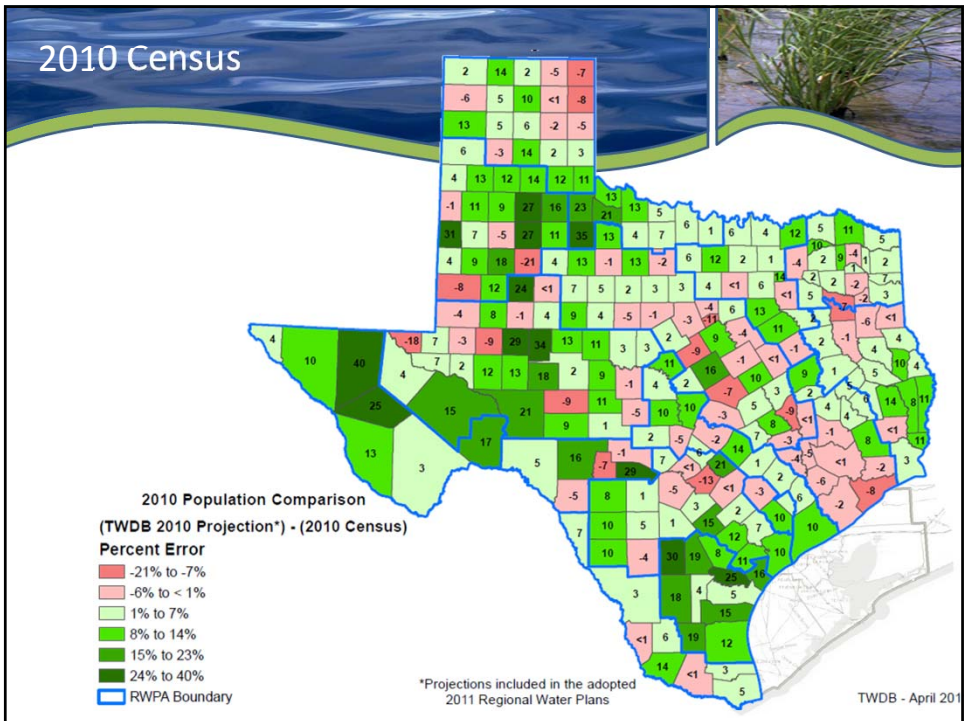
REGION H WATER PLANNING GROUP


May 5, 2011

San Jacinto River Authority



Freese and Nichols, Inc. | Region H Water Planning Group



2010 Census					
	U.S. Census Population, 4/1/2000	U.S. Census Population, 4/1/2010	Population Change, 2000- 2010	Projected Population, TWDB, 2010	Projection "Error"
REGION H					
Austin	23,590	28,417	4,827	27,173	-4.38%
Brazoria	241,767	313,166	71,399	305,649	-2.40%
Chambers	26,031	35,096	9,065	34,282	-2.32%
Fort Bend	354,452	585,375	230,923	550,121	-6.02%
Galveston	250,158	291,309	41,151	268,714	-7.76%
Harris	3,400,578	4,092,459	691,881	4,078,231	-0.35%
Leon	15,335	16,801	1,466	18,231	8.51%
Liberty	70,154	75,643	5,489	81,930	8.31%
Madison	12,940	13,664	724	13,905	1.76%
Montgomery	293,768	455,746	161,978	453,369	-0.52%
Polk (all)	41,133	45,413	4,280	48,072	5.86%
San Jacinto	22,246	26,384	4,138	27,443	4.01%
Trinity (all)	13,779	14,585	806	15,361	5.32%
Walker	61,758	67,861	6,103	70,672	4.14%
Waller	32,663	43,205	10,542	41,137	-4.79%
Total	4,860,352	6,105,124	1,244,772	6,034,290	-1.16%