

MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement (this "Agreement") is entered into on December __, 2013 (the "Effective Date") by and between the Houston Parks Board, Inc., a Texas nonprofit corporation, tax-exempt under Section 501(c)(3) of the Internal Revenue Code, as amended ("HPB"), and the City of Houston Parks and Recreation Department ("HPARD"), a department of the City of Houston, Texas (the "City"). Each of HPB and the City is individually referred to herein sometimes as a "Party," and they are collectively referred to herein sometimes as the "Parties."

RECITALS

WHEREAS, effective October 24, 2013, the City and HPB entered into the Bayou Greenways 2020 Economic Development Agreement (the "Development Agreement") providing a funding source for the maintenance of the portion of the Bayou Greenways Initiative (a regional plan for interconnected parks, trails and green spaces) within the corporate City limits only, referred to as the Bayou Greenways 2020 Project, and which project constitutes, or will constitute after implementation of land acquisitions, approximately four thousand (4,000) acres of land (the "Project"); and

WHEREAS, pursuant to the terms of the Development Agreement, HPB is responsible for the maintenance of the Project, which shall at a minimum meet the standards delineated in the Maintenance Standards Manual, as amended by the Standards Committee in accordance with the Development Agreement, attached as **Exhibit A** (the "Maintenance Manual"); and

WHEREAS, the City desires to perform certain maintenance services on portions of the Project in accordance with the standards set forth in the Maintenance Manual; and

WHEREAS, HPB desires to enter into a maintenance services agreement with the City to perform such maintenance services; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, HPB and the City agree as follows:

I.
SERVICES

Section 1.01. Services. The City shall perform certain services (the "Services") for HPB in accordance with the Maintenance Manual as approved in writing by HPB's Board of Directors (the "Board"), and the City shall be compensated for such services as approved by the Board. The City may not deviate from approved Services without the prior written consent of the Board. Approval of Services shall be evidenced by a written service proposal, which shall include the service to be performed, the location and the fees (including variance of fees due to inflation or changes in employment costs) with amounts and payment schedule to purchase any equipment or other capital items necessary to perform the service. During the term of this Agreement, the Director of HPARD or the Executive Director of HPB may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to HPB for approval in the form of a new service proposal. When any new Services or changes to Services are approved, another exhibit shall be added to this Agreement, signed and dated by the Director of HPARD and the Executive Director of HPB. The exhibits added shall be sequenced in alpha-numerical order beginning with **Exhibit B-1** and shall be dated when approved by the Board. All fees described in the service proposal shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services.

II.
COMPENSATION AND REPORTING

Section 2.01. Payment for Services and Reporting. HPB shall remit payment to the City on a monthly basis - on before the 15th of the month in accordance with approved written service proposals. In the event this Agreement is terminated or proposals are altered to reduce compensation due, the City agrees to refund payments received for which no services were performed, less the City's actual expenses.

The City shall submit a detailed monthly report of activities, the form to be substantially like the one attached as **Exhibit C**, (together with any back-up documentation requested by HPB) indicating the Services performed for that month under the terms of this Agreement.

III.
GENERAL CONDITIONS

Section 3.01. The City's Duties. The City covenants with HPB to furnish its best skill and judgment in performing the Services. The City agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. The City agrees to exercise

reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of HPB and The City. The City has been retained by HPB for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by the City shall meet the standard set out in the Maintenance Manual, as amended, but that the detailed manner and method of performing the Services shall be under the control of the City. The City's relationship to HPB during the term of this Agreement is that of an independent contractor. The relationship between HPB and the City is not exclusive.

Section 3.03. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY LAW, HPARD, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HPB AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDMENITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE HPARD'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE HPARD OR ANY SUBCONTRACTOR OR AGENT OF HPARD.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE HPARD AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF HPB. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY HPB OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO HPB. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

THE CITY DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE HPB FROM ALL OF THE CITY'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR

DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF HPB.

Section 3.04. Term and Termination. The initial term of this Agreement shall be three years from the Effective Date. The Agreement shall automatically renew in one-year intervals unless either Party provides written notice of termination ninety (90) days prior to the anniversary of the Effective Date. Either party may terminate this Agreement at any time, without cause, upon ninety (90) days written notice to the other party. HPB may terminate this Agreement for cause with ninety (90) days written notice to the City, provided HPB notified the City of the deficiency in performance and the City failed to cure within ninety (90) days of the foregoing written notice date. The City shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination, and agrees to refund any such overpayment pursuant to Section 2.01. HPB does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. The City will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over the City's Services.

Section 3.07. Safety and Health Standards. The City shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. HPB shall have the right to inspect all Services being performed hereunder at any time. The City agrees to maintain adequate books, payrolls and records satisfactory to HPB in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. HPB and its duly authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 3.09. Assignability. The City shall not assign its rights or obligations hereunder without the written consent of HPB, which shall be granted or denied in HPB's sole discretion. HPB may assign this Agreement to its wholly owned subsidiary which it controls (other than HPBLGC, a local government corporation or any other governmental entity) at its discretion.

Section 3.10. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of HPB and the City, except to add any future exhibits pursuant to Section 1.01.

Section 3.11. Force Majeure. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party and could not have been reasonably anticipated (which circumstances may include, but not be limited to, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire, flood or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, 100 or 500 year flood events or below freezing temperatures, or tornadoes], industry-wide labor action, strikes or similar acts [but not strikes limited to either Party's work force]) the time for such performance shall be extended by the amount of time that such delay is actually in effect ("Force Majeure"). The Party affected by Force Majeure shall promptly give notice to the other Party of the occurrence of the Force Majeure event and shall use commercially reasonable efforts to mitigate the impact and duration of the Force Majeure event.

Section 3.12. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the City: Director, Parks and Recreation Department
City of Houston
2999 South Wayside
Houston, TX 77023

If to HPB: Executive Director
HPB
300 North Post Oak Lane
Houston, TX 77024

Notice shall be deemed to have been received on the date such notice is personally delivered or sent by electronic transmission or three days from the date such notice is mailed. Any party may change its address by written notice in accordance with this Section. Any notice addressed and mailed in accordance with this Section shall be deemed to be given when so mailed; any notice so sent by personal delivery shall be deemed to be given when actually received by an authorized officer of the Party; and any notice given by electronic transmission shall be deemed to be given when sent

during the addressee's normal business hours and confirmed by automatic electronic confirmation, as the case may be.

Section 3.13. Applicable Law; Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of Harris County, Texas or the United States District Court for the Southern District of Texas. The City expressly acknowledges that this Agreement constitutes a contract with HPB under which HPARD is providing goods and services, for purposes of Section 271.152 of the Texas Local Government Code. Each Party hereby submits themselves to the exclusive jurisdiction of such courts and expressly waives any claim of non-convenience with respect to such forums.

Section 3.14. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.15. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of HPB and the City and will not be construed to confer any benefit upon any other party.

Section 3.16. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

HOUSTON PARKS BOARD, INC.



Roxsan Okan-Vick
Executive Director

CITY OF HOUSTON PARKS AND RECREATION DEPARMENT

Joe Turner
Director

EXHIBIT A
MAINTENANCE MANUAL

BAYOU GREENWAYS 2020 MAINTENANCE STANDARDS

**Prepared for:
Houston Parks Board**

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INTRODUCTION

The goal of maintenance is to ensure that the bayou greenways are clean, attractive, safe and usable for visitors at all times and during all seasons. High quality maintenance is essential to protecting the long-term capital investment in the Bayou Greenways 2020 Project.

The maintenance standards in this document are based on the Operation Guidelines for Grounds Management, 2001, published by APPA, the National Recreation and Park Association and Professional Grounds Management Society. These standards have been adapted, however, in some circumstances to meet the unique maintenance needs of a park system built around the bayous. In this way, the Bayou Greenways 2020 Maintenance Standard provides for a national standard that encompasses the complexity of a park system along the water where consistent flood events are expected.

The maintenance standards in this document are for basic landscape maintenance, such as mowing, de-littering, and maintenance of meadow areas. Maintenance intensive features such as ornamental plantings, or other intensive landscape features are not accounted for in these standards. Inclusion of these elements in any future bayou greenway projects will entail development of maintenance standards for those features and will require an additional funding commitment for maintenance.

Management of the maintenance tasks associated with the Bayou Greenways 2020 project will be done through a public private partnership where public entities will continue in some capacity to maintain aspects of the system but at the agreed upon standard outlined in this document. Currently, it is envisioned that the Houston Parks Board, a 501(c)(3) non-profit organization, will receive and disburse funds for the maintenance of the Bayou Greenways 2020 project and be responsible for ensuring that the national standards outlined here will be met. To the extent practicable, the non-profit organization will also coordinate the efforts of all parties with maintenance responsibility for the Bayou Greenways 2020 Project areas including the Houston Parks and Recreation Department (HPARD), Harris County Flood Control District (HCFCD), County Precincts and any other public or private entity that currently, or in the future, may assist with maintenance of the Bayou Greenways 2020 Project. The Houston Parks Board is referred to as the "Managing Party" throughout this document.

During the first seven years of construction, the standards outlined here must be applied with recognition for delayed activity. The first seven years will entail a gradual ramp-up to the full standards outlined in Exhibit B, as areas are restored with additional vegetation and as vegetation reaches a sustainable growth. In effect, as construction and restoration are completed, the maintenance of the system will ramp up to a high point in year seven with on-going responsibilities and efficiencies created within the system.

PART I: MAINTENANCE INVENTORY

A. Geographic Reach:

The geographic areas within which the maintenance standards apply are the areas depicted in Exhibit A as the Bayou Greenways 2020 Potential Maintenance Zone. The areas which may add up to approximately 4,000 acres represent the limits of the full geographic reach which will take several years to complete as properties are acquired or otherwise included as part of the Bayou Greenways 2020 Project, and as trails are added per the Bayou Greenways 2020 Project scope identified in the June 2013 Construction Interlocal Agreement between the Houston Parks Board LGC and the City of Houston. Generally, these areas include linear parcels of greenspace outside the primary channel of the bayous with one single line of trail. The maps exclude city or county operated parks, secondary trails into city or county parks, restrooms, and other built features typically associated with a city park.

Likewise, the primary bayou channel is not included in the maintenance inventory. The maintenance of the primary channel is the responsibility of HCFCD (See Exhibit D for typical section).

B. Landscape Categories:

The geographic reach contains basic landscape categories which are in turn comprised of various landscape types. The categories are as follows:

- I. Multi-use Trails: Typical Multi-use Trails are typically concrete, 10' wide with a 6' wide strip of lawn along each edge. Trails will be located on flat areas above the primary channel banks and on minimum 22' wide flood benches within slopes. Trails may also be located in limited areas on lower flood benches adjacent to the primary channel, pursuant to HCFCD approval.
- II. Bayou Banks: Bayou Banks include the slopes and upper benches above the primary channel, which are generally areas adjacent to the primary channel and Multi-use Trails. Maintenance and management of the Bayou Banks is currently the primary responsibility of the HCFCD. The Managing Party will provide supplemental maintenance to enhance the standards currently followed by HCFCD.
 - i. HCFCD is currently responsible for removal of debris within the Bayou Banks. The Managing Party will supplement current HCFCD efforts with additional litter removal to maintain the standard outlined in Exhibit B. Litter removal will be limited to small objects only and does not include removal of larger debris such as tires or shopping carts. The maintenance reach for removals will be limited from the top of bank to the channel edge. Debris floating along the water edge that can be reached from land with a pool skimmer or similar device will be removed.

- ii. HCFCD is currently responsible for removal of dead or dying trees, downed trees, dead tree limbs, fallen tree limbs, and selective clearing of undesirable species within the Bayou Banks. The Managing Party will supplement current HCFCD efforts with clearing to maintain the standard outlined in Exhibit B.
 - iii. HCFCD is currently responsible for flood clean-up and removal of silt drifts and deposits within the Bayou Banks. The Managing Party will supplement current HCFCD efforts with removal of silt and flood debris to maintain the standard outlined in Exhibit B.
- III. Expanded Uplands: Expanded Uplands includes areas beyond and upland of the Bayou Banks.
- IV. Trailheads: Trailheads are located at intervals along the greenway to provide access and seating areas. Trailheads generally consist of a parking area, averaging 5,000 sf. and could also include additional amenities such as benches or picnic tables, a drinking fountain, an information kiosk, wayfinding signage, trash/recycling containers, and/or bike racks. Small high maintenance planting areas may be installed at select trailheads which may include shrub plantings, ornamental plantings, or planting beds. These planting beds will typically have irrigation systems.
- V. Greenway edge within Existing City and County parks and detention basins: Existing City and County parks and detention basins are administered by either the city or county parks departments. Sections of the greenways will frequently be in close proximity to, or connect with city and county parks and detention basins. Maintenance of parks and basins will remain with the respective agency. Where the greenway edge meets existing City and County Parks or detention basins and is noted to be included in the maintenance area, the maintenance reach extends approximately 50' upland of the trail edge to the edge of the primary channel.

C. Landscape Types:

- I. Lawns: Lawns are typically located within Trailhead areas and along the Multi-use Trails. All lawns are in highly visible areas and should thus be kept attractive and accessible.
- II. Meadows: Meadows in the Bayou Greenways include two types: Bayou Banks Conservation meadows and Expanded Uplands meadows. Each meadow type will have its own maintenance needs and the degree of maintenance work will vary depending on the location. The primary maintenance goal for meadows is to maintain an attractive landscape that "looks good". Undesirable species (which include non-native and/or invasive species) are to be actively managed; however, not all non-native invasive species are to be removed. Some grass species considered non-native, such as Bermuda Grass will be tolerated as part of the species diversity

within meadows. Over seeding of flowering species will also be a component of meadow management of meadow areas.

- a. Within Bayou Banks: The Bayou Banks Conservation meadows are for passive use and are hybrid in nature combining a variety of grasses and flowers. Meadows within the Bayou Banks landscape category will be less visible to the public and more prone to flooding. These two factors influence their standards of care. Because they have lower visibility within the Bayou Greenways, they will be maintained to a different standard than meadows in high profile/visibility/use areas.
- b. Within Expanded Uplands: These areas have little to no slope and include the Multi-use Trails. Meadows within the Expanded Uplands will be maintained to a higher standard as they will be within the more heavily used and viewed areas of the greenways. Meadows in the Expanded Uplands may have limited secondary trails with scattered trees.
- c. Meadows in both the Expanded Uplands and Bayou Banks will include various wildflower species to enhance their visual appearance. Meadow mowing schedules will largely depend on the species mix during peak flowering times to encourage seed germination, dispersal, and flowering. In this way, there is some flexibility in a mowing schedule during certain seasons to accomplish a more desired aesthetic.
- d. The first seven years will entail a gradual ramp-up to the full meadow standards outlined in Exhibit B, as areas are restored with additional vegetation and as vegetation reaches a sustainable growth.
- e. Undesirable Plant Species: All meadows will have some level of undesirable plant species for which long-term planning will include a measure of eradication. Several undesirable species have been identified as the target species for control and eradication efforts including: Johnson Grass, Bahia Grass, King Ranch Bluestem and Old World Bluestem varieties, as well as Guinea Grass. Control and eradication efforts within meadow areas will focus on these invasive species to maintain a visually acceptable landscape with the presence of these species limited to the percentages shown in Exhibit B.

III. Woodlands: Woodlands occur on the Bayou Banks and Expanded Upland areas, and typically have limited sight lines. They will have a natural forest floor with most maintenance operations focused on visible edges.

- a. Undesirable Plant Species: Most woodlands will have some level of undesirable plant species for which long-term planning will include a measure of eradication.

- b. **Clearing:** Most woodland areas will get limited use, however existing secondary trails in these areas will encourage public access. Woodland management efforts will focus on the more visible woodland edges and areas along multi-use trails where users will be present. Any cleared existing secondary trail through woodlands will require clearing of encroaching woodland plants and fallen tree limbs to maintain safe accessibility.

- IV. **Concrete Paving and Infrastructure:** Reinforced concrete paving will be the primary hardscape surface for all Multi-use Trails and Trailheads as well as vehicle parking areas. They will be maintained to adequately meet users' needs. These paved areas will see moderate to heavy levels of use (walking, running, biking, blading, and parking).
 - a. Pedestrian bridges and other structural elements present along Multi-use Trails and at Trailheads will be maintained, or repaired as needed, barring any major capital replacement of this type of infrastructure.
 - b. Any catch basins present in paved areas will be cleared of surface debris such as leaves. Any observed blockages or accumulated debris within the drainage infrastructure shall be reported to the appropriate managing agency (HCFCD, City of Houston, or appropriate County Precinct).

- V. **Seating Areas:** Seating Areas occur at Trailheads and regular intervals along Multi-use Trails. They should be kept attractive and maintained for greenway visitors. Site furnishings and amenities will vary depending on location and may include trash/recycling containers, benches or picnic tables, information kiosks, bike racks, and/or wayfinding or interpretive signage. All site amenities must be inspected after flood events and maintained in good working order per original design intent (i.e. sign posts to be vertical and no damaged furnishings).

- VI. **Secondary Trails:** Secondary Trails are existing trails located within select areas of meadow and woodland landscapes. These trails are cleared dirt pathways and will require regular clearing to maintain safe access, and litter/debris removal.

PART II: MAINTENANCE TASKS AND STANDARDS

A. **Basic Maintenance:**

The broad categories of basic maintenance are as follows:

- I. **Cleaning** – work having to do with the appearance and sanitary conditions such as de-littering and trash removal.
- II. **Horticulture** – work having to do with the health of meadows, lawn, trees, and woodlands, including the following:

- a. Riparian Vegetation Management: Regular vegetation management, consisting of limited removal of undesirable plants and trimming trees.
- b. Re-seeding: Application of supplemental flower species or native grass seed to select meadow areas.

III. Sediment Deposits: Removal of sediment as outlined in Exhibit B.

IV. Repair – work having to do with preventative maintenance and repair such as painting, and minor repair of greenway asset components.

B. Unforeseen Maintenance Conditions:

Certain unforeseen maintenance conditions such as major accidents, environmental incidents, windstorms, fires, riots, terrorist incidents, extreme drought, hurricanes, or large storm events may result in damage to the greenway asset components requiring maintenance beyond what is routinely done and covered in this document. In such cases a Maintenance Reserve Fund is set aside to manage the impact of those unforeseen conditions.

The City of Houston and HCFCD may also perform additional maintenance within their jurisdictions depending on the severity of the disaster.

C. Vandalism:

Within the constraints of the limited times and locations that maintenance staff are present on the greenways and notice illegal activities that results in vandalism, heavy trash dumping, graffiti and other damage within the greenway, the Managing Party will notify the Houston Police Department (HPD) about those activities of which it acquires knowledge. Managing Party will not be held to a standard of no damage to the greenways. Managing Party shall coordinate its work with the HPD and, unless unusually significant in scale, abate graffiti and damage resulting from vandalism as noted in Exhibit B. For unusually destructive vandalism events, the Managing Party may use Maintenance reserve funds to restore the greenway components.

D. Flood Clean-up:

The Managing Party will not interfere with any jurisdictions' ability to respond to a natural disaster, or flood, as needed and appropriate. For example, during and immediately after floods, HCFCD and the City of Houston may enter the greenways to remove obstructions to the flow of floodwaters as they deem necessary.

After minor flood events (such as 1-year floods), the greenways will be inspected for damage, debris, and silt deposits. If required, clean-up will include debris removal, selective silt removal, cleaning of hardscapes, and cleaning/repair of site furnishing as described in Exhibit B. Flood clean-up efforts performed by the Managing Party within the Bayou Banks must be coordinated with HCFCD. Flood clean-up will need to be carried out in each of the landscape categories and efforts will depend on the specific

location, elevation and proximity to flood waters. For major flood events (such as 10-year or 100-year floods) that cause extensive damage or large silt deposits that exceed depths specified in Exhibit B, it is envisioned that additional efforts will likely be required and require the use of funds from the Maintenance Reserve Fund.

E. Erosion Control:

Erosion control is currently the responsibility of HCFCD within the Bayou Banks. Erosion issues within the Expanded Upland areas caused by events other than bayou water flows, will be the responsibility of the Managing Party. Any areas of erosion within the Expanded Uplands caused by poor drainage or other means shall be immediately repaired if determined to be a threat to public health or safety.

Any areas of erosion within the Bayou Banks shall be brought to the attention of HCFCD.

F. Environmental Controls

The Managing Party recognizes the environmental controls described below, but none of its activities are meant to conflict with or replace any jurisdiction's compliance with its on-going responsibilities under these regulations. The Managing Party's maintenance efforts will not take the place of any political jurisdiction's responsibilities under federal, state, or local law.

- I. **Removal of Sediment:** Sediment deposited during and immediately after floods affecting the bayou greenways may not be returned to the bayou's water except in compliance with Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0004685000, or any successor permit held by either HCFCD or City ("Stormwater Permit"), and the Bacteria Implementation Plan, approved by TCEQ in 2013, in each case as amended or replaced. Sediment must be disposed of in an upland area outside of U.S. Army Corps of Engineers (USACE) jurisdictional wetlands unless a permit has been obtained to do otherwise.
- II. **Endangered or Nesting Species:** Appropriate local, state, or federal agencies must be notified and consulted if any endangered or migratory species are identified within active maintenance areas. Appropriate action must be taken based on recommendations and guidelines of the US Fish and Wildlife Service and the Migratory Bird Treaty Act of 1918.
- III. **Cultural Resource Artifacts:** If any potential artifact or cultural resource is encountered, work must be stopped in the area in question. Local, state, or federal agencies with jurisdiction must be contacted (including but not limited to the Texas Historical Commission) to comply with all applicable laws or regulations.

- IV. Pesticides, Herbicides or Fertilizers: Application of pesticides, herbicides or fertilizer along the greenways must be in strict compliance with the HCFCD's TPDES Pesticide General Permit, the Bacteria Implementation Plan, and Applicable Laws.
- V. Other Environmental Conditions: If, during maintenance or repair activities that may involve excavation, a Party has a reasonable basis to believe that it has encountered soil or groundwater that may contain regulated material that exceeds action levels under applicable laws, the land owner shall address that soil or groundwater in order to comply with applicable laws.
- VI. Coordination with HCFCD: HCFCD plants and maintains natural areas along the bayous (including destructive species management) in compliance with the National Environmental Policy Act (NEPA), U.S Army Corps of Engineers (USACE), and stormwater permit compliance. Any supplemental maintenance of Landscape categories and types described within the HCFCD maintenance reach should be coordinated with HCFCD to ensure that maintenance activities are consistent with permit obligations and agency compliance. But any activity is not meant to comply or meet HCFCD's regulatory requirements, and is instead supplemental.

G. Maintenance Facilities

Each of the agencies that currently maintain the bayous and associated greenspaces (HPARD, county precincts, HCFCD, and management districts) has maintenance facilities throughout the city of Houston providing storage and mobilization points for their respective equipment. In many cases, however, these existing facilities will not provide additional usable space, adequate proximity, or access to the future greenways. Additional small temporary bayou greenway specific maintenance facilities may be added at strategic locations along the greenways to support efficient maintenance and mobilization. These facilities would provide points to start/stop, pick up additional supplies, and drop off litter and debris accumulated during the course of the work day.

PART III: EXHIBITS

- A. Maintenance Zone Diagrams (Exhibit A)
- B. General Maintenance Standards, Tasks, and Frequency (Exhibit B)
- C. Landscape Category Plan Diagram (Exhibit C)
- D. Landscape Category Typical Section (Exhibit D)

EXHIBIT A – MAINTENANCE ZONE DIAGRAMS

Please note that the areas on the following diagrams depicted as Bayou Greenways 2020 Potential Maintenance Zones represent approximately 2,900 acres. In addition, the Bayou Greenways 2020 Potential Maintenance Zones may include an additional estimated 1,000 acres that will be added along certain bayou segments over the next seven years as part of the Bayou Greenways Project in the form of nature parks (primarily meadows and woodlands). In total, the Bayou Greenways 2020 Potential Maintenance Zones subject to the standards outlined in this manual and covered under this Agreement is expected to include a total of approximately 4,000 acres.



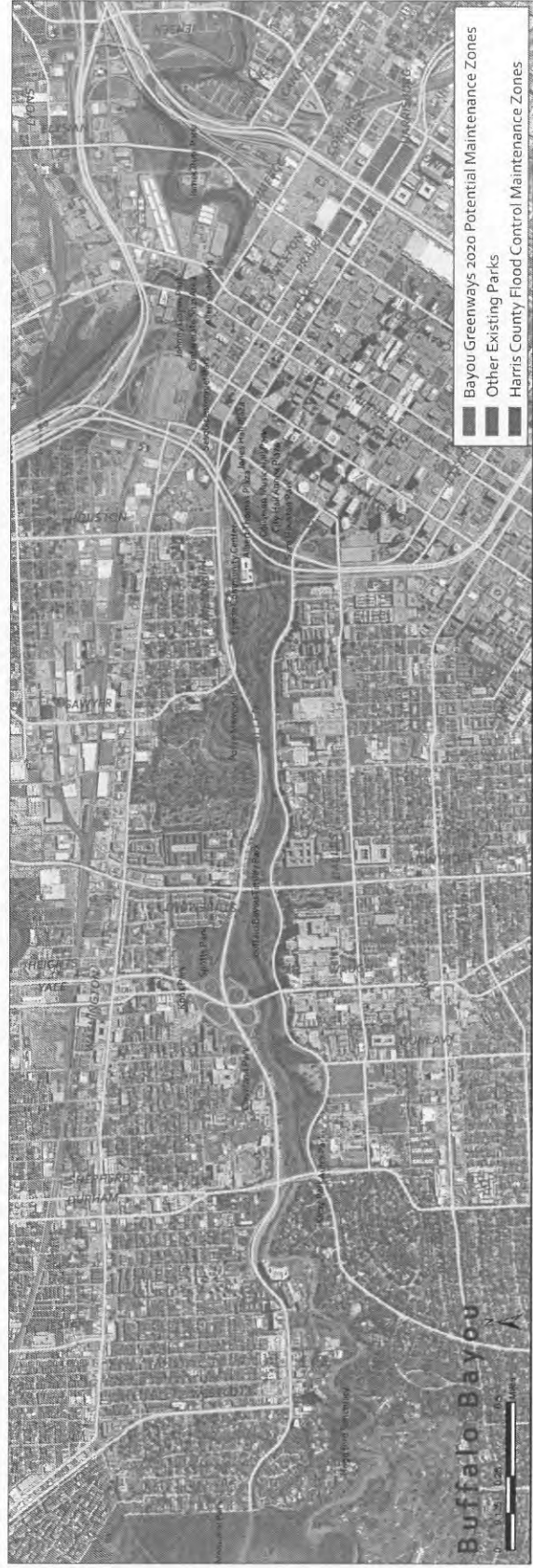














EXHIBIT B – GENERAL MAINTENANCE STANDARDS, TASKS, AND FREQUENCY

Expanded Uplands (Urban Parkland, Forested Fringe, Bottomland Forest)

Landscape Types (Components)	General Maintenance Standard	Key Tasks	Frequency	Comments
Lawn	Well groomed; except after flood events for droughts. Kept usable for events. Regularly mowed and clear of litter and debris.	Mow and trim Aerate high use areas (5% of area) Seed bare or thin spots Remove litter Inspect and clear leaves from surface of catch basins Prune trees	27x/year or more often if needed 1x/year or more often if needed 1x/year or more often if needed 52x/year or more often if needed 1x/month, or after major rain event 1x/year or more often if needed	High visibility/use landscape to be maintained at high level. Larger areas may support some small events. Mowing frequencies are subject to seasons, periods of drought, and rainfall.
Meadow	Managed meadow; maintained at heights between 6"- 30". Less than 30% undesirable species permitted Mowing cycles should coincide with flowering meadow blooming cycles.	Mow 3x/year to a height of 6". Monitor and control undesirable species levels Overseed flowering species in select areas (25% of area) Remove litter (all perimeter areas including channel edges) Prune trees	3x/year or more often if needed 1x/year or more often if needed 1x/year 52x/year 1x/year or more often if needed	Meadow areas within the Expanded Uplands will experience less annual flooding than meadow areas within the Bayou Bank areas. Expanded Upland meadow maintenance can focus more on refining species mixture/ increasing flowering species percentages due to reduced flood effects. (See Part 1, Section C.11.e for list of undesirable species).
Woodland	Managed woodland; maintained understory and canopy edge.	Remove litter (perimeter areas and accessible channel edges) Inspect and prune dead/dying tree limbs at woodland edges and any visible or high profile areas Clear and remove fallen trees/branches at woodland edges Manage/remove undesirable species in select areas (woodland edges and high use/visibility areas)	27x/year or more often if needed 1x/year or more often if needed 1x/year or more often if needed 1x/year or more often if needed	Woodland areas within the Expanded Uplands will experience less annual flooding than woodlands located within the Bayou Banks. Woodland maintenance in the Expanded Uplands can focus more efforts on refining understory species mixture and tree canopy health.
Paving and Infrastructure	Clean, safe, well maintained surfaces with no visible damage. Well maintained infrastructure (bridges, crossings) with no visible damage.	Remove litter (all paving surfaces and infrastructure) Blow grass clippings from paving surface after lawn mowing Inspect, repair, and maintain paved surface Inspect and clear leaves from surface of catch basins Inspect, repair, and maintain bridges and infrastructure Inspect and maintain bridge lighting (both over and under) Remove dead or dying tree branches along trails and paving	52x/year or more often if needed 27x/year or more often if needed 1x/year 1x/month, or after major rain event 1x/year or more often if needed 4x/year As needed, upon detection	High use areas to be maintained at high level.
Seating Areas	Clean, well maintained site Furnishings and amenities with no visible damage (Benches, trash/recycling, drinking fountains, signage components).	Empty trash/recycling stations Clean, inspect, and maintain site amenities and signage components Repair site amenities and signage components	80x/yr or more often if needed 2x/year and after flood events As needed, upon detection	Trash/recycling schedules will fluctuate based on location and use patterns.
Secondary Trails	Well maintained; except after flood events and during droughts. Regularly cleared of undesirable vegetation and clear of litter, debris, and tree limbs.	Clear trail of any undesirable or encroaching growth Remove Litter Clear and remove fallen trees/branches Inspect and prune dead/dying tree limbs over or near trail	27x/year or more often if needed 27x/year or more often if needed As needed, upon detection 1x/year or more often if needed	Secondary trails are present within Woodland and Meadow Landscapes. Some areas may experience heavy user traffic and may need to be temporarily closed for clearing.

Bayou Banks (Urban Channel, Forested Fringe, Bottomland Forest)

Landscape Types (Components)	General Maintenance Standard	Key Tasks	Frequency	Comments
Meadow	Managed conservation meadow; maintained at heights between 6"-30". Up to 50% undesirable species permitted. Mowing cycles should coincide with flowering meadow blooming cycles.	Mow or string trim to a height of 6" Monitor and control undesirable species levels Overseed flowering species (select areas, approx. 15% of area) Remove litter in all visible areas per Part I - Section B (1) Prune trees	3x/year or more often if needed 1x/year or more often if needed 52x/year 1x/year or more often if needed	Conservation meadows located within the Bayou Banks will experience frequent flooding which may cause a shift in maintenance focus to more undesirable species control efforts. A lower area percentage of flowering species overseeding will be done in these areas, approximately 15%. (See Part I, Section C.11.e for list of undesirable species).
Woodland	Managed woodland; maintained understory and canopy edge.	Remove litter (all perimeter areas) Inspect and prune dead/dying tree limbs at woodland edges and any visible or high profile areas Clear and remove fallen trees/branches at woodland edges Manage/remove undesirable or destructive species in select areas (woodland edges and high use/visibility areas)	27x/year or more often if needed 1x/year or more often if needed 1x/year or more often if needed 1x/year or more often if needed	Frequent flooding of Bayou Bank Woodland areas will impact basic maintenance requirements. More effort may be required to maintain reduced levels of undesirable species and removal of dead or dying trees and tree limbs.
Paving and Infrastructure	Clean, safe, well maintained surfaces with no visible damage. Well maintained infrastructure (bridges, crossings) with no visible damage.	Remove litter (all paving surfaces and infrastructure) Blow grass clippings from paving surface after lawn mowing Inspect, repair, and maintain paving surface Inspect and clear leaves from surface of catch basins Inspect, repair, and maintain bridges and infrastructure Inspect and maintain bridge lighting (both over and under) Remove dead or dying tree branches along trails and paving	52x/year or more often if needed 27x/year or more often if needed 1x/year 1x/month, or after major rain event 1x/year or more often if needed 4x/year As needed, upon detection	High use areas to be maintained at high level. Paving and infrastructure located in the Bayou Banks may experience more frequent damage due to flooding and will require inspection after flood events and repair on an as needed basis.
Seating Areas	Clean, well maintained site furnishings and amenities with no visible damage (Benches, trash/recycling, drinking fountains, signage components).	Empty trash/recycling stations Clean, inspect, and maintain site amenities and signage components Repair site amenities and signage components	80x/yr or more often if needed 2x/year and after flood events As needed, upon detection	Some seating areas along Multi-use Trails will experience frequent flooding. Immediate inspection, cleaning, and repair of site amenities will be required after flood water has receded.
Secondary Trails	Well maintained; except after flood events and during droughts. Regularly cleared of undesirable vegetation and clear of litter, debris, and tree limbs.	Clear trail of any undesirable or encroaching growth Remove Litter Clear and remove fallen trees/branches Inspect and prune dead/dying tree limbs over or near trail	27x/year or more often if needed 27x/year or more often if needed As needed, upon detection 1x/year or more often if needed	Secondary trails are present within Woodland and Meadow Landscapes. Some areas may experience heavy user traffic and may need to be temporarily closed for clearing.

Trailheads				
Landscape Types (Components)	General Maintenance Standard	Key Tasks	Frequency	Comments
Lawn (with potential additional plantings)	Well Groomed; Regularly mowed, maintained, cleaned, and clear of litter and debris.	Mow and trim Aerate high use areas Seed bare or thin spots Remove Litter (Prior to mowing) Inspect and clear leaves from surface of catch basins Prune and maintain trees, shrubs, and planting beds Water high maintenance planting areas	27x/year or more often if needed 1x/year or more often if needed 1x/year or more often if needed 52x/year or more often if needed 1x/month, or after major rain event 4x/year or more often if needed As needed during drought periods	High visibility/use landscape to be maintained at high level. Several trees as well as shrub plantings, ornamental grasses, or planting beds may be present in these areas. Mowing frequency may need to be adjusted during periods of drought conditions or frequent rainfall. Hand watering of selected planting areas may be required during periods of drought.
Paving and Infrastructure	Clean, safe, well maintained surfaces with no visible damage. Well maintained infrastructure with no visible damage.	Remove litter (all paving surfaces and infrastructure) Blow grass clippings from paving surface after lawn mowing Inspect, repair, and maintain paving surface Inspect and clear leaves from surface of catch basins Inspect, repair, and maintain bridges and infrastructure Inspect and maintain bridge lighting (both over and under) Remove dead or dying tree branches along trails and paving	52x/year or more often if needed 27x/year or more often if needed 1x/year 1x/month, or after major rain event As needed, not less than 1x/year 4x/year As needed, upon detection	Paving located at Trailheads will provide vehicular entry and parking as well as pedestrian and bike access. Maintenance of these areas will be more intensive than Multi-use Trail paved areas.
Seating Areas	Clean, well maintained site furnishings and amenities. (Benches, picnic tables, information kiosks, signage, drinking fountains, trash/recycling, bike racks).	Empty trash/recycling stations Clean, inspect, and maintain site amenities and signage components Repair site amenities and signage components	80x/yr or more often if needed 2x/year and after flood events As needed, upon detection	Trailheads will be located in high use, high visibility areas along roadways and Greenway access points. A high level maintenance standard will be required at these areas.

Multi-Use Trails				
Landscape Types (Components)	General Maintenance Standard	Key Tasks	Frequency	Comments
Lawn (Strips adjacent to concrete trail)	Well groomed; except after flood events and during droughts. Regularly mowed and clear of litter and debris.	Mow and trim Aerate required areas (approx. 10% of area) Aerate required areas (approx. 10% of area) Remove Litter	27x/year or more often if needed 1x/year or more often if needed 1x/year or more often if needed 52x/year or more often if needed	High visibility/use landscape to be maintained at high level. High user traffic will increase areas of bare, thin, and compacted lawn areas. Mowing frequencies are subject to seasons, periods of drought, and rainfall.
Paving and Infrastructure	Clean, safe, well maintained surfaces with no visible damage. Well maintained infrastructure (bridges, crossings) with no visible damage.	Remove litter (all paving surfaces and infrastructure) Blow grass clippings from paving surface after lawn mowing Inspect, repair, and maintain paving surface Inspect and clear leaves from surface of catch basins Inspect, repair, and maintain bridges and infrastructure Inspect and maintain bridge lighting (both over and under) Remove dead or dying tree branches along trails and paving	52x/year or more often if needed 27x/year or more often if needed 1x/year 1x/month, or after major rain event 1x/year or more often if needed 4x/year As needed, upon detection	Paving surface cleaning of litter and debris should be performed immediately after mowings. Multi-use trails will be the main user surface along the greenways and should be maintained in a safe, usable condition at all times.
Seating Areas	Clean, well maintained site furnishings and amenities with no visible damage (Benches, trash/recycling, drinking fountains, signage components).	Empty trash/recycling stations Clean, inspect, and maintain site amenities and signage components Repair site amenities and signage components	80x/yr or more often if needed 2x/year and after flood events As needed, upon detection	Seating Areas will be located periodically along Multi-use Trails. A high level maintenance standard will be required at these areas.

Flood Clean-up				
Landscape Types (Components)	General Maintenance Standard	Key Tasks	Priority Level	Comments
Multi-use Trails Trailheads	Debris removed within 1 week. Silt removed from paved surfaces after all minor and major flood events within 2 weeks after water recedes to ensure trails and access points are safe and usable.	Remove debris from entire area including planting areas. Remove silt from hardscape areas after each flood event so that use of the trails can begin. Remove and clean silt and mud from all site furnishing and signage. Power wash any surfaces if necessary.	1	Proper equipment must be used to limit disturbance and damage to landscapes and surfaces. USACE regulations restrict washing any silt deposits into the channel.
Lawns	Debris removed within 2 weeks. Silt removed from lawn areas when deposits negatively impact the health of lawn areas or has a negative visual impact (~4" above design elevation).	Remove debris from entire lawn area after flood event. Remove silt from lawn areas when a noticeable buildup occurs (~4" depth).	2	Proper equipment must be used to limit disturbance, compaction, and damage to landscape.
Meadows	Debris removed within 2 weeks. Silt removed from meadow areas when deposits negatively impact the health of lawn areas or has a negative visual impact (~12" above design elevation).	Remove debris from entire meadow area after flood event. Remove silt from meadow areas when a noticeable buildup occurs (~12" depth).	3	Proper equipment must be used to limit disturbance, compaction, and damage to landscape.
Secondary Trails	Debris removed within 2 weeks. Silt removed from trail sections when deposits reach a height of ~12" above design elevation.	Remove debris from entire trail length after flood event. Remove silt from trails when a noticeable buildup occurs (~12" depth).	4	Proper equipment must be used to limit disturbance, compaction, and damage to landscape.
Woodlands (Visible areas only)	Debris removed within 2 weeks. Silt removal to occur only in woodland areas if determined to be a public health or safety issue.	Remove debris from woodland edges area after flood event. Replant where appropriate, subject to extent of damage, funding, and season.	5	Proper equipment must be used to limit disturbance, compaction, and damage to landscape.

Vandalism			
Categories	General Maintenance Standard	Key Tasks	Comments
Graffiti	Graffiti removed within 72 hours of reporting.	Graffiti to be removed within 72 hours of reporting. Report and coordinate with HPD when needed.	
Site Features	Properly maintained to ensure public use. Repairs to maintain design and detailing.	Repairs made to site features as soon as possible to ensure usability and safety. May be closed or fenced-off temporarily while waiting on materials or crew. Report and coordinate with HPD when needed.	
Landscapes	Properly maintained to ensure aesthetics, public use, and proper function of other park systems, drainage, stormwater runoff, etc.	Damaged areas may be closed or fenced-off temporarily. Replanting subject to extent of damage, funding, and season. Report and coordinate with HPD when needed.	Landscape vandalism includes trailblazing areas. Vandalizing of greenway areas to create trailblazed paths will be reported to the appropriate agency(s).
Heavy Trash Removal	Heavy trash (other than typical litter) removed within 2 weeks of reporting.	Heavy trash removed within 1 week. Report and coordinate with HCFCD when needed.	Heavy trash such as old tires and furniture may be dumped along properties comprising the bayou greenways. Depending on severity and frequency, a funding request may be required from the Maintenance Reserve Fund.

EXHIBIT C – LANDSCAPE CATEGORY PLAN DIAGRAM



EXHIBIT D – LANDSCAPE CATEGORY TYPICAL SECTION

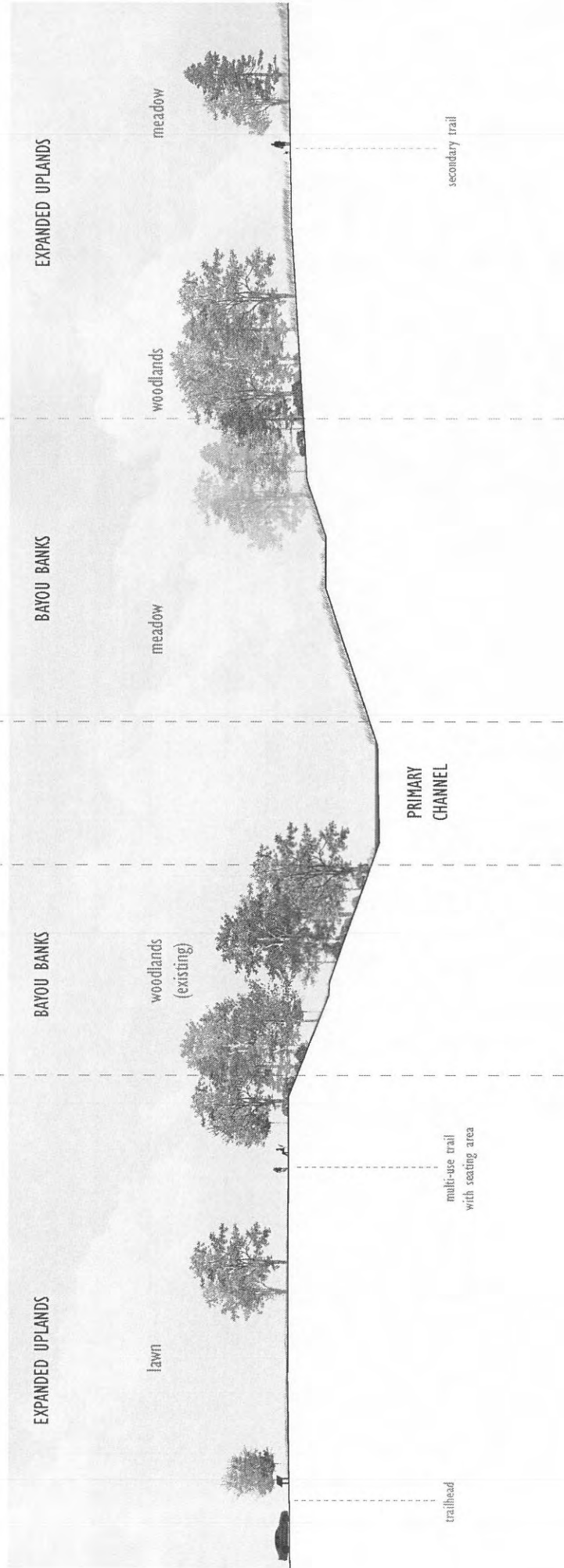


EXHIBIT C

EXHIBIT C: SAMPLE MONTHLY REPORT

Routine Grounds Maintenance Cycles

Task	Lawn	Meadow	Woodland	YTD
Mowing Primary Trails				
Mowing Secondary Trails				
Remove Litter/Empty Cans				

Recurring Grounds Maintenance Tasks -Occurrences this month

Task	Lawn	Meadow	Woodland	YTD
Catch Basin Inspection/Cleaning(a)				
Turf Renovation				
Tree Maintenance				
Landscape Repair(b)				

Hardscape & Features Maintenance -Occurrences this month

Task	Rest Area	Concrete Paving	Bridges	Trail Surface	Signage	Furniture/ Fixtures	YTD
Graffiti Removal							
Repair©							
Replacement							
Erosion Control							
Drainage Corrections(d)							
Inspections							

(a) Including removal of debris from inlet.

(b) Including erosion control, debris removal--small debris, and meadow maintenance.

(c) Including signage repair and drainage repair.

(d) Including flood clean up--pathway, debris in railings, bags.

* Reports shall contain sufficient detail needed to determine acreages of specific services performed and volumes where appropriate (i.e. tonnage).