REIMBURSEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into by Harris County ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Harris County Commissioners Court, and West Harris County Regional Water Authority ("Authority"), a political subdivision of the State of Texas. County and Authority may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

It is to the mutual benefit of County and Authority to provide drainage improvements in the Bear Creek Village Subdivision in Harris County Precinct 4 ("Project"). As part of the Project, the County will be performing the relocation of Authority's water utilities, as generally illustrated on Exhibit A attached hereto and incorporated herein by reference (this portion of the Project is referred to herein as the "Relocation"); and

County and Authority desire to cooperate in accordance with the terms of this Agreement to accomplish the construction of the Project.

For and in consideration of the mutual covenants, agreements, obligations, and benefits to the Parties herein named, it is agreed as follows:

TERMS

I. Responsibilities of the Parties

A. County's Responsibilities

(i) The County will review the plans, specifications and estimates related to the Relocation ("PS&E") prepared by Authority and will notify the Authority of any objections or approval within ten (10) calendar days of receipt by the County. If the County objects to the PS&E within ten (10) calendar days, the Parties agree to meet and resolve all issues within ten (10) calendar days of Authority's receipt of the County's objection in order to finalize an agreed upon PS&E. If the County does not provide a response within ten (10) calendar days of its receipt of the PS&E, then PS&E submitted to the County will be deemed approved.

(ii) Upon approval of the PS&E by the Parties, the County may proceed to authorize construction services under an existing on-call contract for construction services, or proceed to advertise for, receive bids, and award the construction contract for construction of the Project, in a manner similar to other County projects. County shall require its contractor to maintain during work on the Project the types and levels of insurance required by County in other similar County construction projects. If the County's contractor causes any damages related to the Relocation or to the Authority's property, the County agrees to: (i) immediately notify the Authority when the County receives notice of such damages; (ii) pursue recovery of such damages from the contractor or its insurers in coordination with an authorized representative of the Authority; and, (iii) ensure any repair of such damages is completed in coordination with an authorized representative of the Authority.

(iii) Upon award of a construction contract or authorization of construction services for the Project, County will manage and inspect the construction of the Project in a manner similar to that of other County construction projects. The County understands the Relocation portion of the Project shall require coordination with the Authority, including without limitation the Authority's operator and the Authority's engineer, because the Authority

facilities to be relocated are in use. County shall provide an opportunity for Authority representatives to attend the Project kickoff meeting(s) with the contractor and shall notify the Authority of the date that construction of the Relocation portion of the Project is to begin as soon as possible but no later than 14 days before that date. County agrees that for the Relocation portion of the Project the Authority shall manage the shutdown of water service through the waterline to be relocated as well initiation of water service through the relocated waterline after Relocation. County agrees to provide copies of disinfection reports and all other documents required by the Authority for the initiation of water service through the relocated waterline after Relocation. During the construction of the Project, County shall provide an opportunity for Authority representatives to inspect the construction of the Relocation portion of the Project at Authority's sole cost. County shall consider concerns provided by the Authority or its representatives to County regarding construction of the Relocation portion of the Project, and County agrees to reasonably address such concerns. Notwithstanding any other provision of this Agreement, County agrees that the Authority, in the Authority's sole discretion, shall determine when the relocated waterline can be placed back in service for supply water after the Relocation.

(iv) Upon completion of the construction of the Project, the County shall provide a statement of final accounting to the Authority detailing all construction costs incurred and identify amount(s) to be invoiced or refunded to the Authority pursuant to this Agreement. If the Authority objects to the statement of final accounting within seventy-five (75) calendar days, the Parties agree to meet and resolve all issues within ten (10) calendar days of County's receipt of the Authority's objection in order to finalize an agreed upon statement of final accounting. If the Authority does not provide a response within seventy-five (75) calendar days of its receipt of the statement of final accounting, then the statement of final accounting submitted to the Authority will be deemed approved.

(v) Upon completion of the construction of the Project, County shall provide an opportunity for Authority to participate in a final walk through and preparation of a punch list relating to the construction of the Relocation portion of the Project.

(vi) County shall provide, within 45 days after the acceptance of the Project by County and Authority, copies of the following documents for the Relocation in a format requested by Authority: as-built drawings and the final PS&E.

(vii) County is solely responsible for the ongoing maintenance and repairs of any improvements constructed during the Project that are not for the Relocation.

B. Authority's Responsibilities

(i) The Authority will provide, or cause to be provided, engineering services and related support services necessary to develop PS&E for the Relocation to facilitate construction of the Project.

(ii) The Authority will submit the PS&E to the County for review and approval, which will not be unreasonably withheld.

(iii) Authority will pay 100% of the cost, including construction costs, of the Relocation depicted in the PS&E and will remit payment to the County for the Authority Contribution (as defined in this Agreement) in accordance with Section 2 of this Agreement.

(iv) Upon completion of construction on the Project, the Authority will assume full responsibility for the ongoing maintenance and repairs of the Authority water utilities relocated during the Relocation.

II. Funding

A. Upon award of a construction contract or authorization of construction services for the Project that includes the Relocation, the County will invoice the Authority in the amount shown on the bid tab for waterline relocation plus related services, currently estimated at Four Hundred Twenty-Five Thousand Two Hundred Ninety-Nine and 88/100 Dollars ($425,299.88) ("Authority Contribution") as generally illustrated on Exhibit B attached hereto and incorporated herein by reference. Authority shall remit payment of the Authority Contribution to the County within thirty (30) days of the receipt of the invoice. Within 90 days after the approval of the statement of final accounting pursuant to Section I(A)(iv) of this Agreement, County shall either: (i) invoice the Authority if the final amount payable by the Authority for the Relocation is greater than the Authority Contribution; or (ii) pay funds to the Authority if the final amount payable by the Authority for the Relocation is less than the Authority Contribution.

B. County is not obligated to deposit the funds provided by Authority pursuant to this Agreement in an interest-bearing account. As such, Authority is not entitled to receive any interest earned on such funds. If County chooses to deposit such funds in an interest-bearing account, the interest earned thereon will be retained by County.

C. County shall have no obligation for the costs associated with the Project contemplated under this Agreement until sufficient funds are certified by the County Auditor as available from current fiscal funds.

III. Limit of Appropriation

A. Authority understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.

B. Authority understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

IV. County's Request for Records, Right to Review and Audit

County and its authorized representatives have the right to review and audit all books, records, vouchers and documents of whatever nature related to Authority's performance under this Agreement during the period of performance of the Agreement and for one (1) year thereafter.

V. Term and Termination

This Agreement shall commence upon final execution by all the Parties and shall remain in full force and effect until the later of either: (i) one (1) year after the acceptance of the Project by the Parties; or (ii) the payment of all amounts due and owing to all Parties under Section II(A) of this Agreement, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be terminated by the County at any time, by providing thirty (30) days' written notice to the Authority, in which case the County shall return any unexpended or uncommitted funds previously provided by the Authority under this

Agreement. In addition, if the County does not award the Project within 12 months of the effective date of this Agreement, this Agreement may be terminated by the Authority by providing thirty (30) days' written notice to the County, in which case the County shall return any unexpended or uncommitted funds previously provided by the Authority under this Agreement. Should this Agreement be terminated, the Authority shall not be entitled to any payment or reimbursement of interest that may have been realized by the County on any such funds provided by the Authority.

VI. Texas Public Information Act

A. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Each Party expressly understands and agrees that a Party shall release any and all information necessary to comply with Texas law without the prior written consent of the other Party.

B. It is expressly understood and agreed that each Party, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the receiving Party, whether or not the same are available to the public. It is further understood that the receiving Party, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the receiving Party, its officers, and employees shall have no liability or obligations to the other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the receiving Party in reliance on any advice, decision or opinion of the Attorney General.

C. In the event a Party receives a written request for information pursuant to the Act that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to one Party by the other Party under this Agreement, then the receiving Party will promptly notify the other Party of such request. The other Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Such Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Such Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

D. Electronic Mail Addresses. Each Party affirmatively consents to the disclosure of its e-mail addresses that are provided to the other Party, including any representative, agency, or department of the other Party. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by a Party and agents acting on behalf of a Party and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

VII. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Authority at the following addresses. If mailed and properly addressed with proper postage prepaid, any notice or communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Authority: West Harris County Regional Water Authority

c/o Melinda Silva
3100 West Alabama
Houston, Texas 77098

With a copy to: Alia Vinson
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

County: Harris County Engineering Department
1111 Fannin St., 11th Fl
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Either Party may designate a different address by giving the other Party ten (10) days written notice.

VIII. Miscellaneous

A. Non-Assignability. Neither Party shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

B. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of Authority for any purpose. Authority, nor its employees, officers, or agents, shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

C. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than Authority for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of a Party with respect to any third party.

D. Waiver of Breach. A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach or violation.

E. No Personal Liability; No Waiver of Immunity.

(i) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or Authority.

(ii) Each Party agrees that no provision of this Agreement extends the a Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

(iii) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

F. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

G. No Binding Arbitration; Right to Jury Trial. Neither Party agrees to binding arbitration nor waives its right to a jury trial.

H. Contract Construction.

(i) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(ii) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(iii) When terms are used in the singular or plural, the meaning shall apply to both.

(iv) When either the male or female gender is used, the meaning shall apply to both.

(v) Use of the term Project in this Agreement includes the Relocation portion of the Project, unless express language of the provision provides otherwise.

I. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

J. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Each Party expressly represents and warrants that no statement, promise, agreement, or representation other than any expressed in this Agreement was made to or relied upon by that Party. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

K. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be 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, entities, or circumstances shall not be affected thereby.

L. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the

indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

M. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

N. Warranty. By execution of this Agreement, each Party warrants that the duties accorded to that Party in this Agreement are within the powers and authority of that Party.

[Execution Page Follows]

HARRIS COUNTY

By:_____
Lina Hidalgo
County Judge

WEST HARRIS COUNTY REGIONAL WATER AUTHORITY

By: Eric Hansen
Eric Hansen
President

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By: Alexa Moores
Alexa Moores
Assistant County Attorney
CAO File No.: 24GEN3025

EXHIBIT A

Segment of project in which WHCRWA utilities will be relocated

N

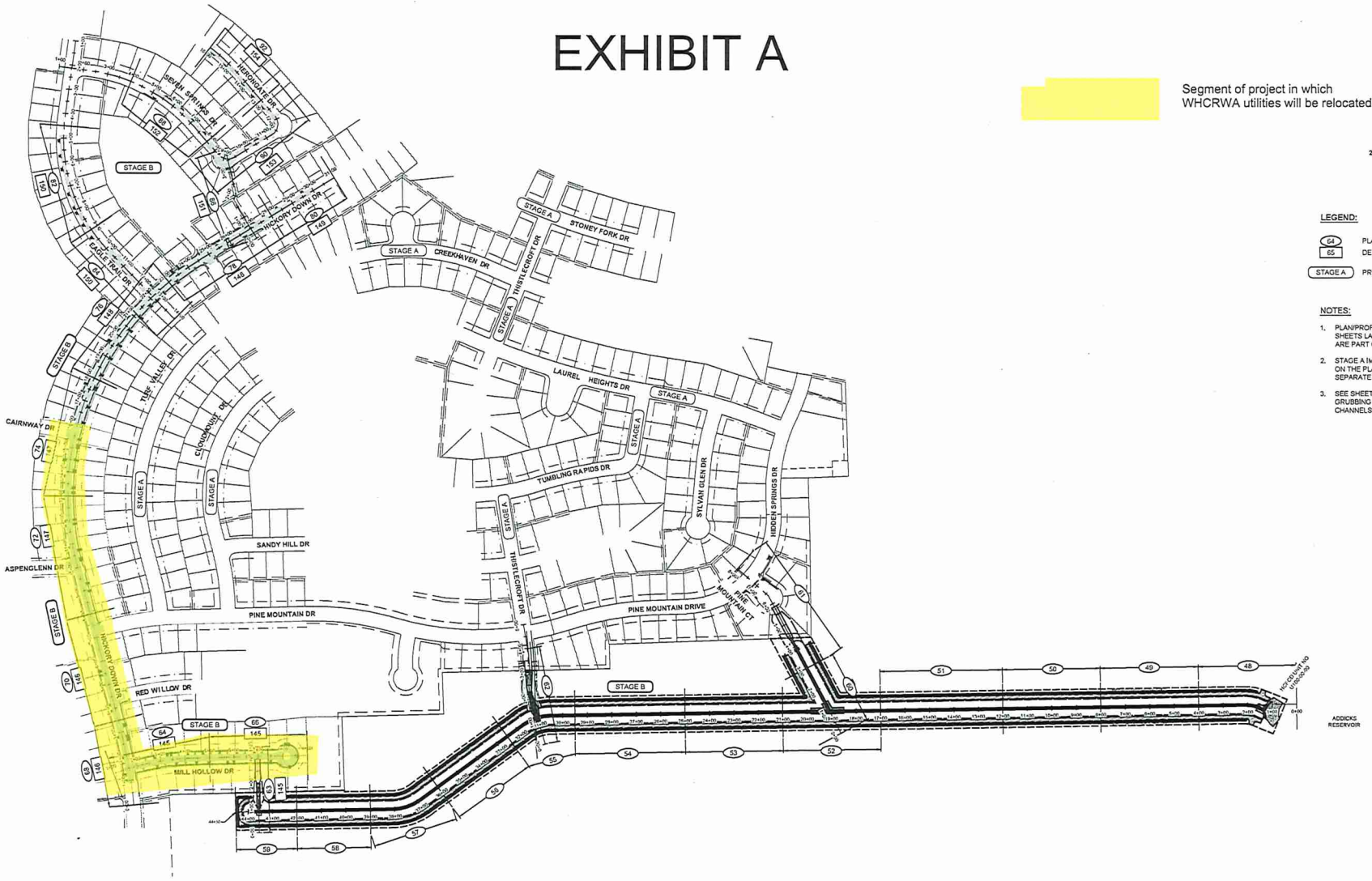
200' 0' 200'
SCALE
1"=200'

LEGEND:

64 PLAN AND PROFILE SHEET #
65 DEMOLITION PLAN SHEET #
STAGE A PROJECT STAGES

NOTES:

1. PLAN/PROFILE AND DEMOLITION SHEETS LABELED ON THE PLAN SET ARE PART OF STAGE B PACKET.
2. STAGE A IMPROVEMENTS LABELED ON THE PLAN SET ARE PART OF A SEPARATE PACKET.
3. SEE SHEET 7 FOR CLEARING AND GRUBBING OF PROPOSED CHANNELS.



NO.	REVISIONS	DATE	NAME

HARRIS COUNTY
ENGINEERING DEPARTMENT

HARRIS COUNTY 1836 TEXAS

LJA Engineering, Inc.
3600 W Sam Houston Pkwy S, Suite 600
Houston TX 77042
Phone 7135251700 Fax 7135251700
Firm Registration No. F-1386
www.ljaengineering.com

STATE OF TEXAS
ISAAC MUNIZ
125839
LICENSED
PROFESSIONAL ENGINEER
9/30/2022

PROJECT TITLE: BEAR CREEK VILLAGE SUBDIVISION
DRAINAGE IMPROVEMENTS - 2018 STAGE B
UPIN 19104MF12M01

SHEET DESCRIPTION: OVERALL PROJECT LAYOUT (SHEET 1 OF 2)

DRAWN BY: BA		DATE: SEPT 2023
DESIGN BY: IM/TK	SCALE: 1" = 200'	SHEET NO: 5 OF 190

EXHIBIT B - Cost Breakdown

West Harris County Regional Water Authority

Precinct 4: Bear Creek Village Subdivision Drainage Improvements - 2018

9/12/2024

Description	Estimated Cost
Construction Cost	$325,000.00
Subtotal	$325,000.00
Contingency - 10% For Potential High Bids	$32,500.00
Subtotal	$357,500.00
Contingency - 10% For Potential CICs	$35,750.00
Subtotal	$393,250.00
CMT (3%)	$11,797.50
Subtotal	$405,047.50
Construction Phase Services (5%)	$20,252.38
Subtotal	$425,299.88
Total Cost Estimate	**$425,299.88**

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,with all members present except _____

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND WEST HARRIS COUNTY REGIONAL WATER AUTHORITY IN CONNECTION WITH THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS IN THE BEAR CREEK VILLAGE SUBDIVISION LOCATED IN HARRIS COUNTY PRECINCT 4

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Agreement between Harris County and West Harris County Regional Water Authority in connection with the construction of drainage improvements in the Bear Creek Village Subdivision located in Harris County Precinct 4.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.