JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **Sheldon Road Municipal Utility District** ("District") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq*. County and District may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, it is of mutual benefit to both Parties to have Center Point Energy install street lights in and around Sheldon Woods and Rolling Hills Subdivisions ("Project") as generally illustrated in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

- A. District's Responsibilities
 - (i) The District shall provide an invoice to the County for the installation cost of the street lights in accordance with Section 2 of this agreement.
 - (ii) The District shall assume full responsibility for monthly electric costs billed by Center Point Energy for the Project.
- B. County's Responsibilities
 - (i) County will remit payment to the District for the installation cost of the street lights in and around Sheldon Woods and Rolling Hills Subdivisions in accordance with Section 2 of this agreement.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

A. The County agrees to provide a one-time payment of \$87,922.00 for the installation cost of the street lights ("County Funding Share") necessary for the Project. This payment shall only apply for the installation cost of the street lights.

B. The County agrees to provide payment to the District within thirty (30) business days of receipt of the invoice.

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project or the District's receipt of all payments due from the County under this Agreement, whichever occurs later ("Term").
- B. This Agreement may be terminated by the District before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Miscellaneous

- A. <u>Non-Assignability</u>. The County and the District 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. Neither the County nor the District shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.
- B. <u>Notice</u>. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) 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 County or the District at the following addresses:

Sheldon Road Municipal Utility District c/o Ryan Nokelby 9419 Lamkin Road Houston, Texas 77049 Email: Ryan.Nokelby@hdrinc.com
Tony Bonaventure
Email: tonyb@precisionutility.biz
Roach & Associates, PLLC c/o Jonathan Roach 2001 Timberloch Place, Suite 500 The Woodlands, Texas 77380 Email: jonathan@roachpllc.com
Harris County Engineering Department 1111 Fannin Street, 11 th Floor Houston, Texas 77002 Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. <u>Independent Parties</u>. 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 the District for any purpose. The District, 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.
- D. <u>No Third Party Beneficiaries</u>. 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 the District 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 confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.
- E. <u>Waiver of Breach</u>. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.
- F. <u>No Personal Liability; No Waiver of Immunity</u>.
 - (1) 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.
 - (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 - (3) 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.
- G. <u>Applicable Law and Venue</u>. 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.

- H. <u>No Binding Arbitration; Right to Jury Trial</u>. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- I. <u>Contract Construction</u>.
 - (1) 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.
 - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
 - (3) When terms are used in the singular or plural, the meaning shall apply to both.
 - (4) When either the male or female gender is used, the meaning shall apply to both.
- J. <u>Recitals</u>. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- K. <u>Entire Agreement; Modifications</u>. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. 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.
- L. <u>Severability</u>. 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.
- M. <u>Survival of Terms</u>. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. <u>Multiple Counterparts/Execution</u>. 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.
- O. <u>Warranty</u>. By execution of this Agreement, the District warrants that the duties accorded to the District in this Agreement are within the powers and authority of the District.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

Lina Hidalgo

County Judge

By:

SHELDON ROAD MUNICIPAL UTILITY DISTRICT

Wm By: Jan

Wade Landry Board President

APPROVED AS TO FORM:

ATTEST

CHRISTIAN D. MENEFEE County Attorney

By: Kany allen

By: An Le

An Le Assistant County Attorney CAO File No.: 22GEN2091



Exhibit A

Subject: Street Light Agreement Letter SRMUD Rolling Hills Baytown Service Area March 21, 2022

Dear Street Lighting Requester,

CenterPoint Energy Houston Electric, LLC (Company) agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

As shown on the attached street lighting layout, the requested installation has been designed in accordance with Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations with the following exceptions. Where future subdivision streets are shown on a plat which intersect with residential streets where street lighting is being installed, the street lighting will not be designed to I.E.S. recommendations at that intersection unless it is done at the request of the developer and at the developer's expense. Additionally, the installation of I.E.S. designed street lighting at the intersection of residential streets with non-residential roadways will be done only at the developer's request and at the developer's expense.

This installation consists of:

57, 45 watt, <u>LED</u>, 4,800 lumen, cobra style luminaires mounted to galvanized steel pole serviced by <u>underground</u> conductors.

The current monthly Lighting Services Rate schedule fee per streetlight is \$11.01. *The initial rate levels shown in the Rate Schedule for LED luminaires are subject to change, perhaps significantly, in the next Cost of Service rate filing.* The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

The construction cost for this request is **\$**<u>87,922.00</u> which is not subject to refund. Please remit this payment attached to this signed and completed agreement letter as noted in the following information.

This estimate is valid for 180 days from the date listed above.

LED streetlights are an emerging technology with no established industry standard. By choosing an LED street lighting option, the customer acknowledges this fact and accepts that there will be variances between LED street light luminaires. Such variances may reflect, at a minimum: luminaire physical appearance, differing levels of lumens, watts, and monthly kWh. The customer shall not hold Company liable for any variations in LED street light luminaire performance from the target average specifications stated in the Rate Schedule nor for how LED street light luminaires evolve over time in comparison to earlier variants. The streetlights will be installed at the general locations depicted on the attached electrical and gas facility layout. The installation of street lighting will commence after the following documents are received:

- A signed copy of this street light agreement letter
- Completed Master Contact Data Form (see attached)
- All needed street light easements granted and documented
- <u>If required</u>, your Competitive Retailer of choice has returned the Competitive Retailer Selection Form, as noted below.

Installation of the streetlights is contingent on all the streetlights being installed at one time, after the street paving and curbs have been completed, and all lots have been brought up to finished grade level. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable trenching operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid. There will also be a charge for all street, sidewalk, and driveway bores unless others install electrical PVC conduit to our company's specifications. Conduit specifications can be provided upon request.

While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved prior to the street light installation. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Please reference the attached *Master Contact Data Form* and fill in all required fields. This information is needed to create new or verify existing unique account numbers called *Electric Service Identifiers (ESI's)*. You will be personally notified if you must choose a Competitive Retailer and personally forward the *ESI* number to that Competitive Retailer chosen. If so required, you will be responsible for following the instructions on the *Competitive Retailer Selection Form* that will be forwarded to you with the *ESI* number on it. You will also be responsible for ensuring that your chosen Competitive Retailer follows their instructions noted on this same form. This request cannot be scheduled for construction until your Competitive Retailer *Selection Form*.

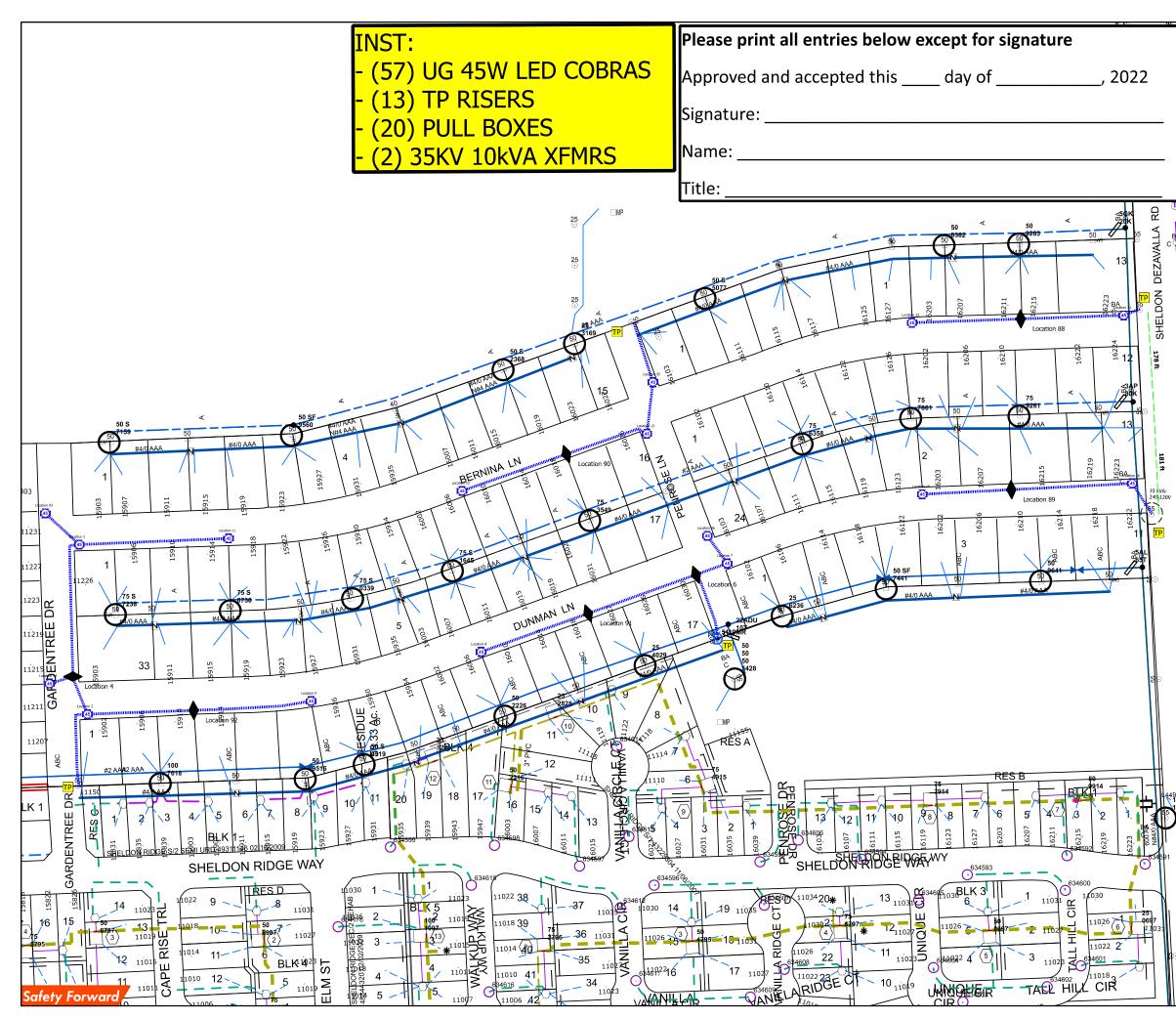
If this is in accordance with your understanding and acceptance, please indicate so in the spaces provided below and return the completed documentation and payment to the address below.

If you have any questions, please contact me at (713) 945-3780.

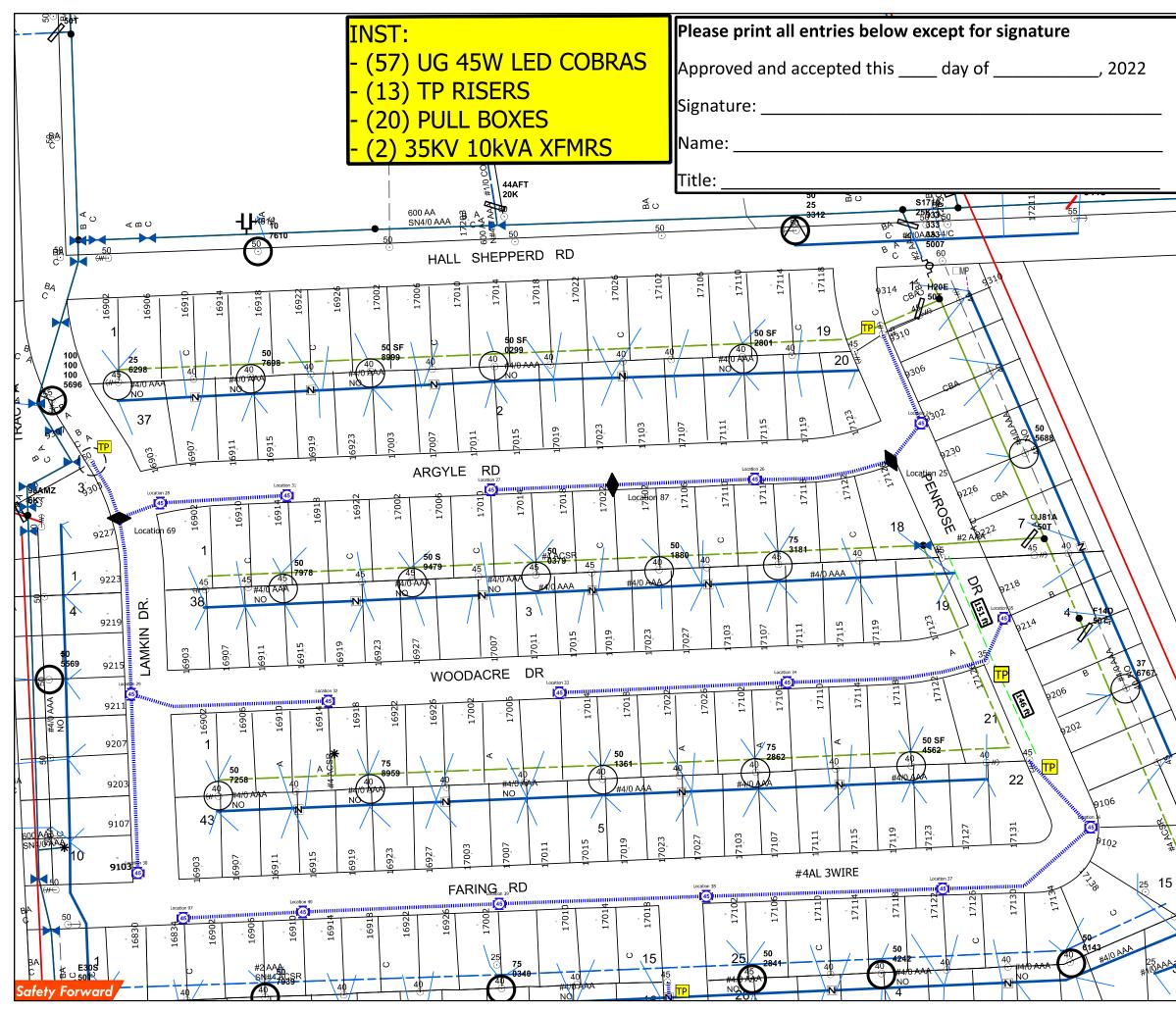
Sincerely, Brian Giang Service Consultant 4700 S. Shaver St # I Houston, Texas 77034 Lighting Design Services Department Please print all entries below except for signature.

Approved and a	accepted this	day of Apr	1, 2022.	
Signature	Sam W	m A	en	
Printed Title	president	- Sheldon	ROAD MI	ЛD
Printed Name	stephen v	vade Lan	dry	
Mailing Addres	ss 9419 LAMK	in Rd	Houston, TX	77049
Phone	832-801-0	5643		

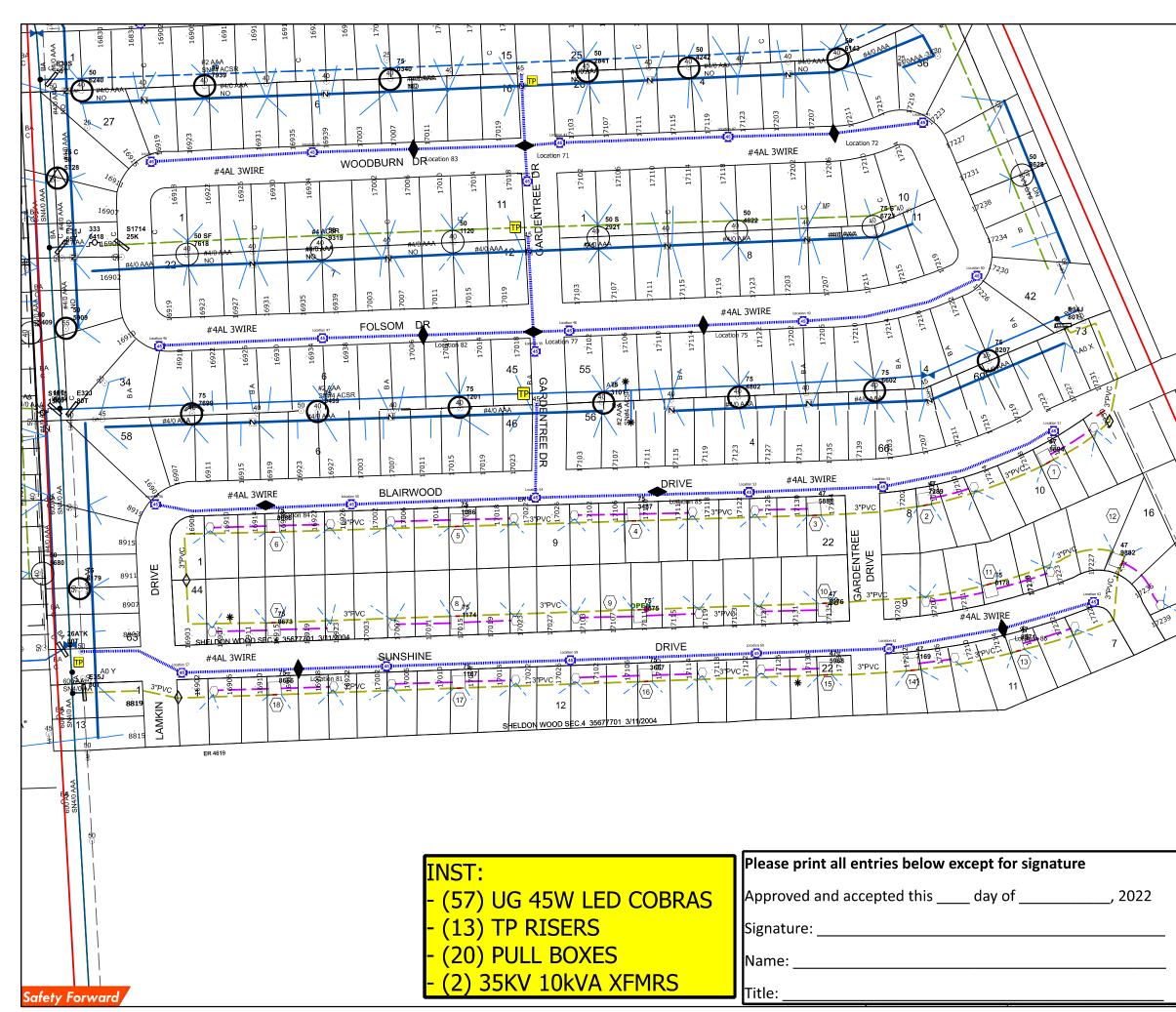
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CENTERPOINT ENERGY STREET LIGHTING SERVICE MASTER CONTACT DATA FORM

REQUESTER CONTACT DATA

(This section to be completed by organization/person requesting services. Please print clearly.)

The below information must be provided before CenterPoint Energy can secure the Electric Service Identifier (ESI) number (s) that will be used to establish a street lighting account. The ESI number (s) will be provided later to the requester's organization contact person, per information to be provided below, for use in choosing a Competitive Retailer of electrical service.

Provide customer information below:

Organization Name: Sheldon Road Municipal Utility District
(Name that will appear on account: HOA, POA, LTD, CAI, etc.)
In care of (if applicable):
Contact Person: Tony Bonaverture Title: District Operator
Phone #: 832-801-5643 Fax #:
E-mail address (optional but highly desired): tonybe precision utility. biz
Mailing address (where bill should be sent): 9419 Lamkin Road
Houston, TX 77049

Does the requestor have an existing Streetlight Account to which the new streetlights should be added? If an existing account is not available or a new, separate account is desired for this request please select No below:

Yes _____ No ____

If yes, please provide the twenty-two digit ESI number for the existing account. (This number can be retrieved from your monthly Streetlight Bill or by contacting the Competitive Retailer that issues your street lighting bill).

ESI:

(example: 100890108888880ABC5555)

COMPANY CONTACT DATA

(This section to be completed by CenterPoint Energy personnel. Please print clearly.)

Service Area Consultant must complete the below information and indicate the type of layout to be provided by LDS when returning this form with facility layout(s).

PROJECT NAME: SRMUD Rolling Hills

SERVICE AREA: Baytown

SERVICE AREA CONSULTANT: BRIAN GIANG PHONE#: 713-945--3780 _________X___IES Layout Needed _______Non-IES Layout Needed _______57- UG COBRA 45W LED

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 County of Houston, Texas, on , with all members present except

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

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND SHELDON ROAD MUNICIPAL UTILITY DISTRICT TO INSTALL STREET LIGHTS AND ALL RELATED APPURTENANCES IN AND AROUND SHELDON WOODS AND ROLLING HILLS SUBDIVISIONS IN HARRIS COUNTY PRECINCT 1

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. R. Jack Cagle			

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 Joint Participation Interlocal Agreement between Harris County and Sheldon Road Municipal Utility District to install street lights and all related appurtenances in and around Sheldon Woods and Rolling Hills Subdivisions in Harris County Precinct 1.
- 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.