#### INTERLOCAL MOWING REIMBURSEMENT AGREEMENT

# THE STATE OF TEXAS § COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ann., Ch. 791, as amended, and executed by and between the Harris County Flood Control District, a body corporate and politic under the laws of the State of Texas, hereinafter called "HCFCD," or the "District," and Harris County Water Control and Improvement District No. 145, a conservation and reclamation district created and operating under the provisions of Article XVI, Section 59, of the Constitution of Texas, and Chapters 49 and 51 of the Texas Water Code, hereinafter called "WCID."

WITNESSETH, that

WHEREAS, the District owns or has accepted drainage property rights on flood control channels known as HCFCD Units U106-00-00, U106-07-00, U106-08-00, and U106-09-00, hereinafter the "Units"; and

WHEREAS, the District performs certain maintenance services, including mowing services, on drainage and flood control channels located within, adjacent to, and downstream of the boundaries of the WCID; and

WHEREAS, the WCID desires to perform certain of said maintenance services, namely, mowing and related services, in the District's stead and upon the terms and conditions hereinafter stated; and

WHEREAS, the District is willing to pay the WCID for performing such services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties agree as follows:

#### Section 1

The WCID shall perform maintenance services on the following HCFCD Units, located within, adjacent to, or downstream of the WCID boundary, comprising 77.16 acres as shown in Exhibit "A" and the District will pay for the WCID services as listed in Exhibit "B," both exhibits attached hereto:

HCFCD Unit U106-00-00 from the confluence with HCFCD Unit U106-07-00 to the confluence with U106-13-00; and

From the beginning of HCFCD Unit U106-07-00 to approximately 625 feet downstream of U106-07-01; and

The entire length of HCFCD Unit U106-08-00; and

From the beginning of HCFCD Unit U106-09-00 to approximately 1,224 feet upstream from West Road.

#### Section 2

The District mowing season begins on May 1 and ends on November 30 of each year and consists of three (3) mowing cycles. The term of this Agreement shall be five (5) District mowing seasons, consisting of fifteen (15) mowing cycles, as shown below, unless earlier terminated pursuant to Section 11 of this Agreement or modified pursuant to Section 3 of this Agreement. If the first mowing season begins before this Agreement is fully executed, the number of mowing cycles eligible for reimbursement during that season will be reduced to the number of cycles remaining in which mowing services were actually performed. The District will pay the WCID for performing maintenance and mowing services on the designated Units one (1) time per mowing cycle during the term of this Agreement, as provided hereunder in Section 10.

The District mowing seasons for the term of this Agreement shall be:

First Mowing Season: May 1, 2023, through November 30, 2023

3 Mowing Cycles: May 1, 2023, through July 10, 2023

July 11, 2023, through September 19, 2023

September 20, 2023, through November 30, 2023

Second Mowing Season: May 1, 2024, through November 30, 2024

3 Mowing Cycles: May 1, 2024, through July 10, 2024

July 11, 2024, through September 19, 2024

September 20, 2024, through November 30, 2024

Third Mowing Season: May 1, 2025, through November 30, 2025

3 Mowing Cycles: May 1, 2025, through July 10, 2025

July 11, 2025, through September 19, 2025

September 20, 2025, through November 30, 2025

Fourth Mowing Season: May 1, 2026, through November 30, 2026

3 Mowing Cycles: May 1, 2026, through July 10, 2026

July 11, 2026, through September 19, 2026 September 20, 2026, through November 30, 2026

September 20, 2026, through November 30, 2026

Fifth Mowing Season: May 1, 2027, through November 30, 2027

3 Mowing Cycles: May 1, 2027, through July 10, 2027

July 11, 2027, through September 19, 2027 September 20, 2027, through November 30, 2027

The maintenance and mowing services to be performed by the WCID shall consist of mowing or cutting the grass of the berms and slopes along the channels delineated in Section 1 between the channel right-of-way boundaries at such intervals to prevent the grass from attaining a height in excess of twenty-four (24) inches. The WCID shall perform such other maintenance as it, in its sole discretion, deems reasonably necessary to provide for an attractive appearance of the channels, at no additional cost to the District. The WCID will not engage in herbicide operations or remove trees without authorization from the District's Executive Director. The District may continue to mow, provide herbicide application and maintenance services at its discretion, but shall not be obligated to do such. The District will inspect the Units during each mowing cycle to

make sure the Units are being maintained according to this Agreement. If the District discovers during said inspection that grass on any part of the Units has attained a height in excess of twenty-four (24) inches, as determined in the District's sole discretion, the District will mow the Units and the WCID will not be reimbursed for its mowing or maintenance services performed during that mowing cycle.

#### Section 3

Should the District have need, the mowing cycles may be adjusted. In such instances, the WCID will not be reimbursed for the mowing or maintenance services performed during any removed cycles. The District will provide the WCID thirty (30) days written notice of such change. Further, should the District remove a mowing cycle, the WCID will not be penalized should the grass on the Units attain a height in excess of twenty-four (24) inches during the removed cycle.

#### Section 4

All or a portion of the mowing services will be completed on the District land or right-of-way. The District authorizes the WCID to enter upon its land and has no objection to it entering upon its right-of-way for the limited purpose of performing the mowing and maintenance services, subject to the District's rights thereto. The WCID's authority to enter upon the right-of-way is expressly limited to the purposes set forth herein; is subject at all times to the District's right to enter upon and use its land or right-of-way for flood control purposes, as is more fully provided in Section 9 hereof; and is expressly limited to the extent of the District's right, title, or interest, if any, in and to the land or right-of-way used by the WCID, and the District makes no representation or warranty regarding its right, title, or interest, if any, in and to the land or right-of-way used by the WCID for performing the mowing and maintenance services.

#### Section 5

The WCID shall provide or contract for all labor, equipment, fuel, and supplies necessary to perform the mowing delineated in Section 2 above. The WCID shall provide the District a written mowing schedule to be performed by the WCID's mowing contractor including the names and telephone numbers of the WCID's mowing contractor and the contractor's contact person within thirty (30) days of the date of execution of this Agreement as notification and commencement of work to be completed. It is understood and agreed between the parties, such understanding and agreement being of the absolute essence of this Agreement, that the District shall have no obligation to pay any compensation to the WCID, unless the WCID has submitted the mowing schedule and contact information of the WCID's mowing contractor.

#### Section 6

It is understood and agreed that the District's personnel shall not be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants or borrowed servants of the WCID. It is also understood and agreed that the WCID and the WCID's personnel shall not be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants, or borrowed servants of the District.

#### Section 7

The WCID will cause to be inserted in the WCID's contractor's contract for mowing and maintenance the statement attached hereto as Exhibit "C," providing that the contractor will save and hold harmless the WCID and the District and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the mowing and maintenance of the District land or right-of-way or any

associated improvements, or on account of any act of omission by the contractor, provided, however, that the liability of the contractor under such indemnification shall not exceed \$400,000.00 per occurrence.

The WCID shall further require that the WCID's contractor's insurance policies name the District as an additional insured. Such insurance policies shall include not less than the minimum coverages as stated in the current "Harris County General Conditions for Roads, Bridges and Related Work."

The WCID shall deliver the contractor's save and hold harmless statement and the contractor's insurance policies to the District within thirty (30) days of the date of execution of this Agreement or the District will not be obligated to pay the WCID for services performed under this Agreement.

#### Section 8

THE WCID COVENANTS NOT TO SUE AND AGREES TO RELEASE THE DISTRICT FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, FINES, COSTS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ON ACCOUNT OF PERSONAL INJURIES, ILLNESS, OR DEATH OF PERSON(S), OR DAMAGE TO OR LOSS OF PROPERTY INCURRED BY THE WCID, ITS EMPLOYEES, AGENTS, LICENSEES, INVITEES, REPRESENTATIVES, CONTRACTORS, OR SUBCONTRACTORS, IN PERFORMING THE ACTIVITIES PERMITTED BY THIS AGREEMENT, OR ARISING FROM OR INCIDENT TO ANY DEFECT IN OR CONDITION OF ANY PROPERTY, FACILITIES, EQUIPMENT, TOOLS, OR OTHER ITEMS PROVIDED BY THE DISTRICT WHETHER OR NOT SUCH DEFECT OR CONDITION IS KNOWN OR SHOULD HAVE BEEN KNOWN TO THE DISTRICT, ITS DIRECTOR. OFFICIALS, AGENTS, SERVANTS, EMPLOYEES. REPRESENTATIVES, LICENSEES, INVITEES, CONTRACTORS, OR SUBCONTRACTORS.

THE WCID AGREES NOT TO IMPLEAD OR BRING ANY ACTION AGAINST THE DISTRICT, ITS EXECUTIVE DIRECTOR, OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, CONTRACTORS, OR SUBCONTRACTORS BASED ON ANY CLAIM BY ANY PERSON FOR PERSONAL INJURY, DEATH, OR PROPERTY LOSS THAT OCCURS IN THE COURSE OR SCOPE OF EMPLOYMENT OF SUCH PERSON BY THE WCID AND THAT ARISES OUT OF ACTIVITIES PERMITTED UNDER THIS AGREEMENT.

#### Section 9

The WCID agrees that the District at all times retains the right to demand immediate removal of any and all equipment, personal property, and personnel from the drainage and flood control channels, or to take such steps as may be necessary to remove the same. The District assumes no responsibility for the wellbeing or disposition of any items of equipment or personal property removed hereunder. Furthermore, the District reserves the right to, at any time, enter upon and use the subject property for flood control purposes and to take such actions with respect to such property or any personal property located thereon as, in its Executive Director's sole discretion, may be desirable for flood control purposes, and the WCID shall have no claim for damages of any character on account thereof against the District, its Executive Director, agents, representatives, employees, or other contractors.

#### Section 10

For and in consideration of the services to be performed by the WCID under this Agreement and subject to compliance with the provisions herein, the District may pay the WCID based upon acreage of 77.16 acres and the District's average contract mowing cost of \$139.00 per acre per

mowing cycle, or the amount stated on the invoice provided to HCFCD, whichever amount is less. One (1) invoice per mowing season shall be submitted to the District on or before December 31st of each calendar year during the term of this Agreement. Subject to the certification of funds by the Harris County Auditor and the issuance of a purchase order by the Harris County Purchasing Agent, the HCFCD will pay the WCID at the end of each mowing season within sixty (60) days of receiving a completed invoice, blank version attached hereto as Exhibit "D," with contractor's dated invoices for each mowing cycle showing services rendered attached thereto. Under no circumstances will the HCFCD pay an invoice submitted after December 31st of the calendar year in which the mowing services were rendered.

The HCFCD shall only pay invoices submitted for services performed within the designated HCFCD mowing cycles described in Section 2. The HCFCD shall not pay for mowing the Units more than one (1) time per mowing cycle or three (3) times each mowing season, nor for invoices submitted for a mowing cycle during which the HCFCD mowed the Units under the conditions described in Section 2 or removed the mowing cycle under Section 3.

Notwithstanding anything contained herein that may be construed to the contrary, while actual payment may be less according to the terms and provisions of this Agreement, the WCID has been advised by the District, and the WCID clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District has available the maximum sum of \$32,175.72 each year specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that the maximum compensation the WCID may become entitled to hereunder and the maximum sum the District shall become liable to pay to the WCID hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Section and certified as available therefor by the County Auditor and evidenced by the issuance of a purchase order from the Harris County purchasing agent, except to the extent that additional funds are certified as available in accordance with purchase orders issued as described above. The total amount of funds which can be certified without amendment to this Agreement for the five years of this Agreement shall not exceed \$160,878.60.

All parties shall comply with all applicable bidding laws.

#### Section 11

Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party. In the event of termination before completion of performance hereunder, the HCFCD shall pay the WCID pro rata for the services performed to the date of termination at the rate of One Hundred Thirty-Nine and No/100 Dollars (139.00) per acre per mowing cycle, but in no event shall the amount paid by HCFCD to the WCID hereunder exceed the sum certified as available by the County Auditor.

#### Section 12

All notices, invoices, and communications under this Agreement shall be mailed by certified mail, return receipt requested, addressed as follows:

If to the HCFCD, to:

Harris County Flood Control District 9900 Northwest Freeway Houston, Texas 77092 Attention: Executive Director If to the WCID, to:

Harris County Water Control and Improvement District No. 145 c/o Norton Rose Fullbright US LLP 1301 McKinney, Suite 5100 Houston, TX 77010

The WCID may designate an authorized representative for invoicing purposes. The WCID shall submit the name and contact information of the WCID's authorized representative to the HCFCD within thirty (30) days of the date of execution of this Agreement.

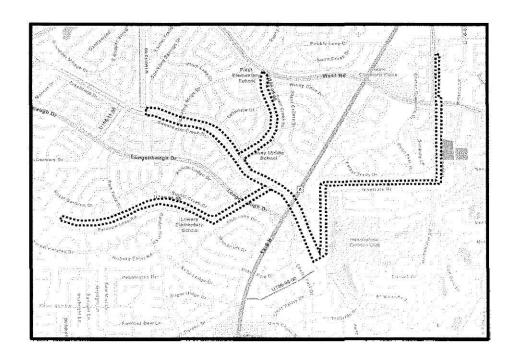
Section 13

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by all parties hereto.

EXECUTED on	
APPROVED AS TO FORM:	
CHRISTIAN D. MENEFEE Harris County Attorney	HARRIS COUNTY FLOOD CONTROL DISTRICT
By: Emily tourst EMILY KUNST Assistant County Attorney	By: LINA HIDALGO County Judge
ATTEST:	HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 145
BY: Sant Richelina —  JAMET RICKELMAN  Sectory	By: Mulh fresident of the Board

# **EXHIBIT "A"**

Harris County Flood Control District
Harris County Water Control and Improvement District No. 145
Mowing Reimbursement Agreement
U106-00-00, U106-07-00, U106-08-00, U106-09-00









# **EXHIBIT "B"**

Mowing Reimbursement Agreement Project ID U106-00-00-V015 Agreement No. 1482

Unit	Unit Tract	Mowing Acreage	Reimbursable Acreage	Cost per Acre	Cost per Cycle	Cost for One Year	Cost for Five Years
	03-007.0				2000	189796	144
	04-001.0			1			
U106-00-00	04-002.0	27.25	27.25	\$139.00	\$3,787.75	\$11,363.25	\$56,816.25
	01-001.0						
	01-002.0		3				
	01-003.0						
	01-004.0						
	01-005.0						
	02-001.0						
U106-07-00	02-002.0	22.74	22.74	\$139.00	\$3,160.86	\$9,482.58	\$47,412.90
	01-001.0						
U106-08-00	01-002.0	17.15	- 17.15	\$139.00	\$2,383.85	\$7,151.55	\$35,757.75
	01-001.0						***************************************
U106-09-00	01-002.0	10.02	10.02	\$139.00	\$1,392.78	\$4,178.34	\$20,891.70
TOTALS		77.16	77.16		\$10,725.24	\$32,175.72	\$160,878.60

Total Cost of Agreement:

\$160,878.60

## EXHIBIT "C"

#### SAVE AND HOLD HARMLESS AGREEMENT

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH THE MOWING AND MAINTAINING OF HARRIS COUNTY FLOOD CONTROL DISTRICT ("HCFCD") LAND OR RIGHT-OF-WAY OR ANY ASSOCIATED IMPROVEMENTS PURSUANT TO THE CONTRACT BETWEEN THE HCFCD AND THE HARRIS COUNTY WATER CONTROL AND IMPROVMENT DISTRICT NO. 145 (THE "CONTRACT"). I FURTHER AGREE TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE THE HCFCD, ITS EXECUTIVE DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OF ANY CHARACTER, TYPE, OR DESCRIPTION, ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN THE MOWING AND MAINTAINING OF HCFCD LAND OR RIGHT-OF-WAY OR ANY ASSOCIATED IMPROVEMENTS PURSUANT TO THE CONTRACT THAT MAY RESULT IN THE INJURY TO OR DEATH OF, MYSELF, MY EMPLOYEE(S), OR ANY THIRD PARTY, OR DAMAGE TO PROPERTY.

I FURTHER AGREE TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE THE HCFCD, ITS EXECUTIVE DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES. AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS FROM THE ABOVE DESCRIBED CLAIMS, EVEN THOUGH SUCH INJURY TO OR DEATH OF MYSELF. MY EMPLOYEE(S), OR ANY THIRD PARTY, OR DAMAGE TO PROPERTY IS CAUSED, IN WHOLE OR IN PART, BY ANY DEFECT IN OR CONDITION OF THE HCFCD LAND OR RIGHT-OF-WAY OR ANY ASSOCIATED IMPROVEMENTS, OR HCFCD EQUIPMENT OR MACHINERY USED, AND WHETHER OR NOT SUCH DEFECT OR CONDITION IS KNOWN OR SHOULD HAVE BEEN KNOWN TO THE HCFCD, ITS EXECUTIVE DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, OR CONTRACTORS, AND WHETHER OR NOT SUCH CLAIMS ARISE FROM NEGLIGENCE ATTRIBUTABLE TO THE HCFCD, ITS EXECUTIVE DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, OR CONTRACTORS. THE INDEMNITY PROVIDED HEREIN SHALL NOT BE CONSTRUED IN ANY WAY TO LIMIT INSURANCE COVERAGES PROVIDED BY THE WCID FOR THE HCFCD PURSUANT TO THE TERMS OF THE CONTRACT, WHICH INSURANCE REQUIREMENT IS INDEPENDENT FROM AND IN ADDITION TO SUCH IDEMNITY.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES, AND UPON THEIR HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS.

Signature	Date	
Printed Name / Title	_	
Company Name		
Address	_	
Telephone Number		

## EXHIBIT "D"

# NAME OF UTILITY DISTRICT AS LISTED IN THE AGREEMENT Utility District Address City, State Zip Code Utility District Contact Information

Authorized Billing Representative
Address
City, State, Zip Code
Representative Contact Information
Attention:

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	Invoice No.:
Harris County Flood Control District 9900 Northwest Freeway Houston, Texas 77092	Date of Invoice:
RE: Requested Reimbursement Season 20 HCFCD Agreement No. 1482 HCFCD Project ID U106-00-00-V015 HCFCD Purchase Order No. P	
Interlocal Agreement between (Name or reimbursement of mowing services performed (Season _ of 5).	f Utility District) and HCFCD for the difference of the difference
Mowing Cycle Services Performed	Requested Reimbursement Amount
Mowing Cycle:	\$
Mowing Cycle:	\$
Mowing Cycle:	\$
Requested Reimbursement Total: (Contractor's Invoices attached)	\$
I do hereby certify this to be a true and conperformed.	rect invoice and the above work has been
Name Bookkeeper	Date
FOR HCFCD USE ONLY: Mowing Season ( )	Purchase Order Information
Authorized Season \$	Purchase Order Amount \$
This Invoice \$ Authorized Season Balance \$	Previously Billed \$  This Invoice \$  Purchase Order Balance \$

THE STATE OF TEXAS	§
COUNTY OF HARRIS	ş
The Commissioners	Со

ourt of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on , with the following members present, to wit: Lina Hidalgo Rodney County Judge Commissioner, Precinct No. 1 Adrian Garcia Commissioner, Precinct No. 2 Tom S. Ramsey, P.E. Commissioner, Precinct No. 3 Lesley Briones Commissioner, Precinct No. 4 and the following members absent, to wit: constituting a quorum, when among other business, the following was transacted: ORDER APPROVING INTERLOCAL AGREEMENT BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND THE HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 145 HCFCD UNIT U106-00-00 TRACT NOS. 03-007.0, 04-001.0, 04-002.0 UNIT U106-07-00 TRACT NOS. 01-001.0, 01-002.0, 01-003.0, 01-004.0, 01-005.0, 02-001.0, 02-002.0 UNIT U106-08-00 TRACT NOS. 01-001.0, 01-002.0, AND UNIT U106-09-00 TRACT NOS. 01-001.0, 01-002.0; PRECINCT 3 Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. 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 AYES: Comm. Adrian Garcia NAYS: Comm. Tom S. Ramsey, P.E. ☐ Comm. Lesley Briones ☐ ABSTENTIONS: 

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:

Comm. Lesley Briones

WHEREAS, the District owns or has accepted drainage property rights on flood control channels known as HCFCD Units U106-00-00, U106-07-00, U106-08-00, and U106-09-00hereinafter the "Units"; and

WHEREAS, the District performs certain maintenance services, including mowing services, on drainage and flood control channels located within, adjacent to, and downstream of the boundaries of the WCID; and

WHEREAS, the WCID desires to perform certain of said maintenance services, namely, mowing and related services, in the District's stead and upon the terms and conditions hereinafter stated: and

WHEREAS, the District is willing to pay the WCID for performing such services.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

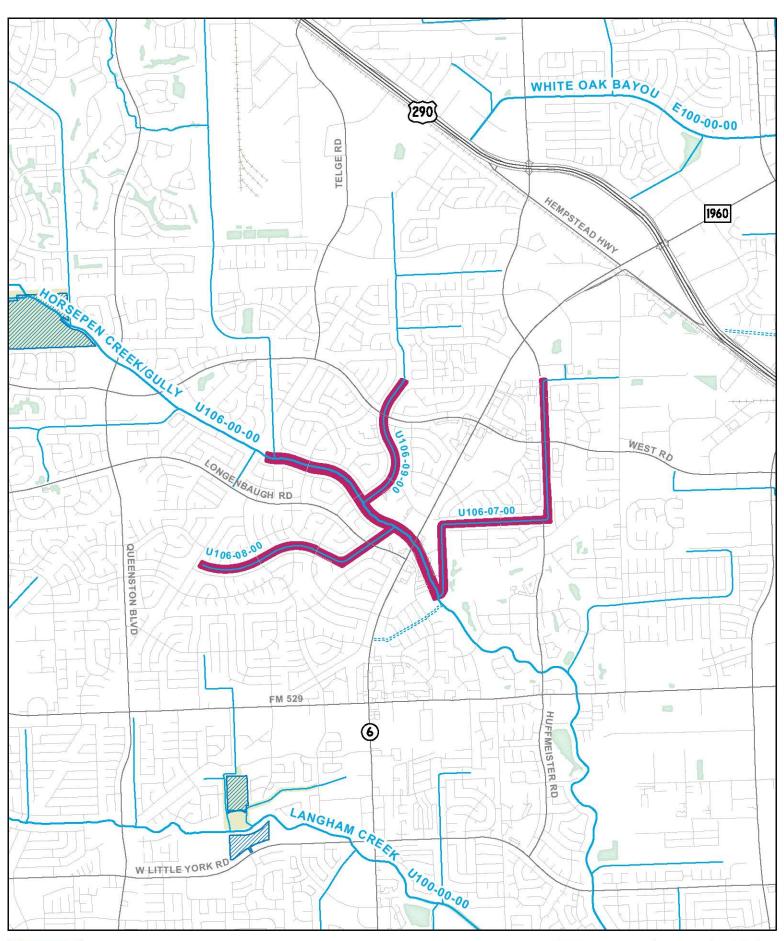
Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on

behalf of the Harris County Flood Control District, an Interlocal Agreement by and between the Harris County Flood Control District and Harris County Water Control and Improvement District No. 145, for a maximum contribution to be paid by the HCFCD of One Hundred Sixty Thousand Eight Hundred Seventy-Eight and 60/100 Dollars (\$160,878.60), said Agreement being incorporated herein by reference for all purposes as

though fully set forth verbatim herein.

prm hcwcid 145 U106-00-00-V015 1482





**Project ID:** U106-00-00-V015

Watershed: Addicks Reservoir

**Precinct: 3** 

