

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 Wesley Community Center (“Center”). County and Center may each be referred to herein individually as a “Party” or collectively the “Parties”.

RECITALS

It is to the mutual benefit of County and Center to provide improvements in the area surrounding Wesley Community Center at 1410 Lee Street in Harris County Precinct 2 (“Project”), as generally illustrated on Exhibit A attached hereto and incorporated herein by reference; and

The County and City of Houston will work together to complete the Project. The Center wants to providing funding for the Project. County and Center 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, 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 provide, or cause to be provided, engineering services and related support services necessary to develop PS&E for construction of the Project.
- (ii) The County will invoice the Center upon award of the of the bid.
- (ii) Upon award of a construction contract or authorization of construction services, County will manage and inspect the construction of the Project in a manner similar to that of other County construction projects.

B. Center’s Responsibilities

- (ii) Center will fund \$25,000.00 for the Project as outlined in section 2 of this Agreement.

II. Funding

- A. Upon award of the of the bid, the County will invoice the Center in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“Center Contribution”) as generally illustrated on Exhibit B attached hereto and incorporated herein by reference. Center shall remit payment of the Center Contribution to the County within thirty (30) days of the receipt of each invoice.
- B. County is not obligated to deposit the funds provided by Center pursuant to this Agreement in an interest-bearing account. As such, Center 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. Center 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. Center 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 Center's performance under this Agreement during the period of performance of the Agreement and for six (6) years 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 County's receipt of payment from the Center of all funds due and owing under the terms 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 Center, in which case the County shall return any unexpended or uncommitted funds previously provided by the Center under this Agreement. Should this Agreement be terminated, the Center 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 Center.

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"). Center expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Center.
- B. It is expressly understood and agreed that the County, 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 County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Center 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 County in reliance on any advice, decision or opinion of the Attorney General.
- C. In the event the County receives a written request for information pursuant to the Act that affects Center's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Center under this Agreement, then the County will promptly notify Center of such request. Center 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. Center is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Center 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.** Center affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. 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 Center and agents acting on behalf of Center 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 Center at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) 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:

Center: Wesley Community Center
1410 Lee Street
Houston, Texas 77009
Email: acorron@wesleyhousehouston.org
Additional Email: atruong@wesleyhousehouston.org

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.** Center shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the County.
- 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 Center for any purpose. Center, 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. The County is not obligated or liable to any party other than Center 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 County 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.
- 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.
 - (ii) 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.
 - (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. The County does not agree to binding arbitration, nor does the County waive 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 authorize 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.
- 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. 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, Center warrants that the duties accorded to Center in this Agreement are within the powers and authority of Center.
- O. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Center warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Center does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- P. Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Center warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

HARRIS COUNTY

WESLEY COMMUNITY CENTER

By: _____
Lina Hidalgo
County Judge

By: Amy Corron
Amy Corron
President & CEO

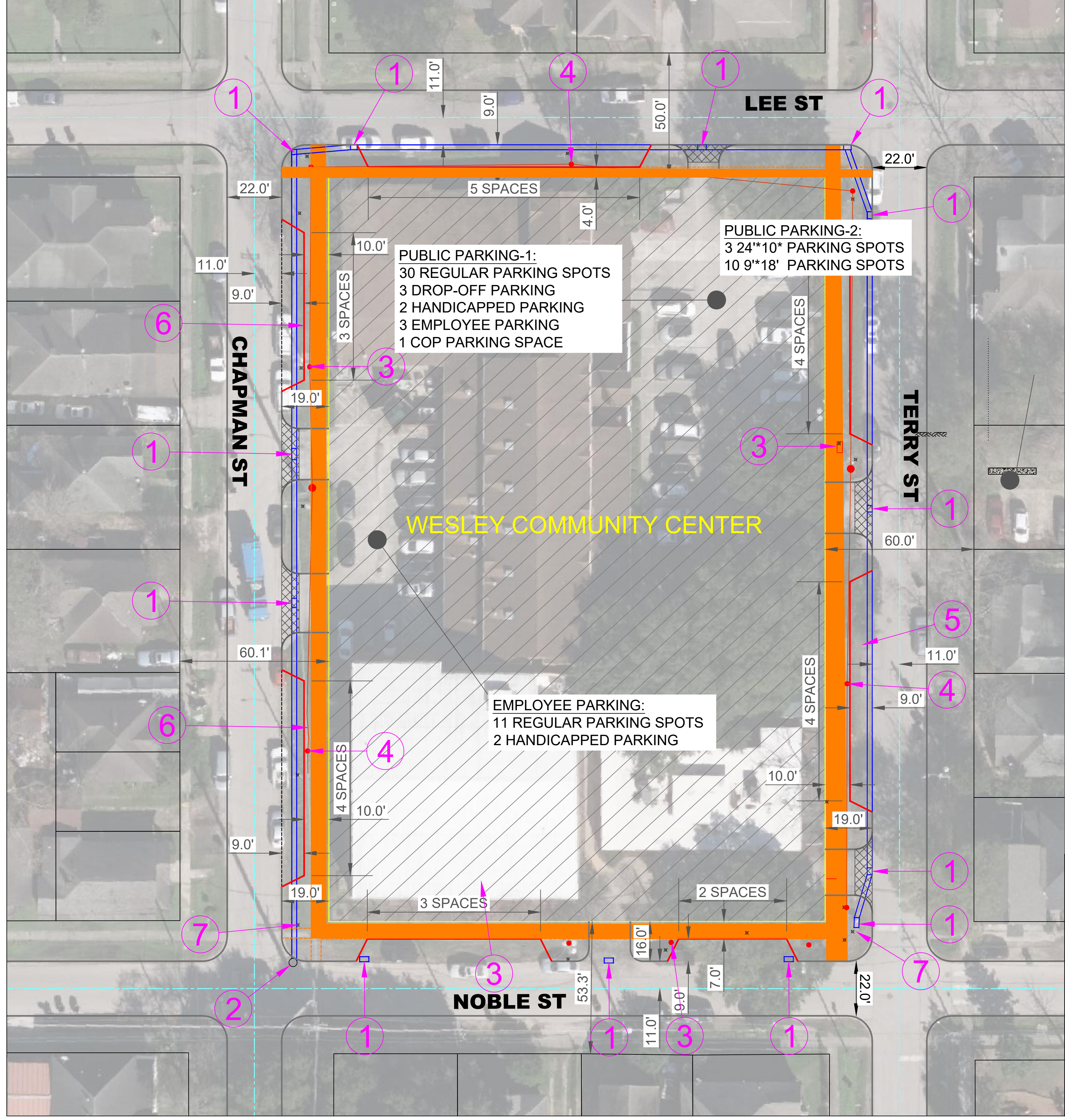
APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By: Philip Berzins
Philip Berzins
Assistant County Attorney
CAO File No.: 23GEN0217

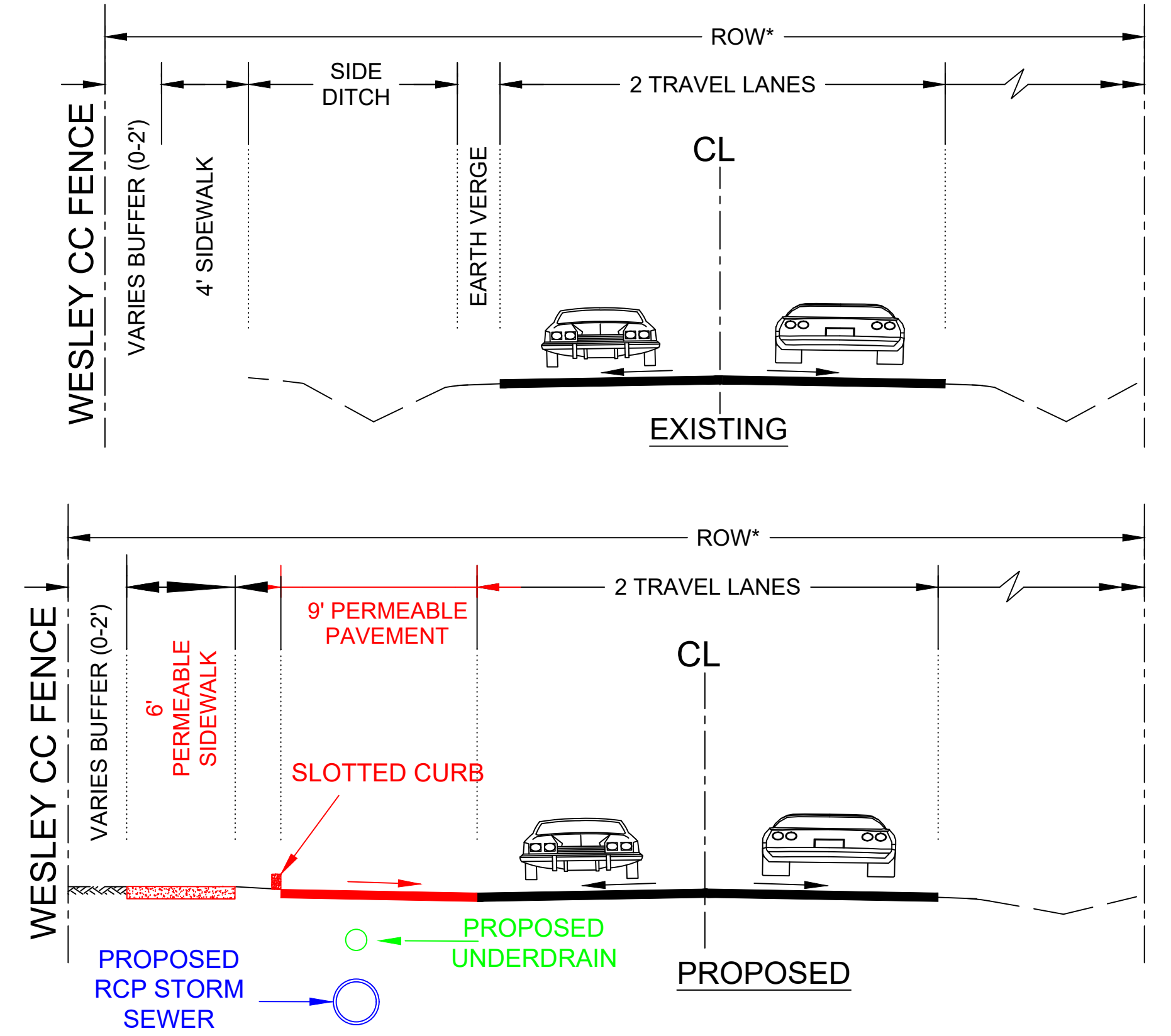
EXHIBIT A

WESLEY COMMUNITY CENTER ROADSIDE DITCH ENCLOSURE WITH SIDEWALK REMODEL- PRECINCT 2



- LEGEND**
- 1 - PROPOSED TYPE-A INLET
 - 2 - EXISTING MANHOLE TO CONNECT WITH EXISTING NETWORK
 - 3 - PROPOSED BOLLARDS
 - 4 - RELOCATE POWER POLE
 - 5 - RELOCATE TRAFFIC SIGN
 - 6 - ADJUST UTILITY COVER
 - 7 - REMOVE EXISTING INLET
- LINE**
- WESLEY CC PARCEL
 - - - EXISTING ROAD CENTER LINE
 - EXISTING ASPHALT EDGE
 - PROPOSED PARKING LANE
 - - - EXISTING 4' SIDEWALK
 - PROPOSED SIDEWALK REMODEL
 - PROPOSED 24" RCP
 - EXISTING POWER POLE
 - ▨ REPLACE EXISTING DRIVEWAY

CROSS SECTION ADJACENT TO WESLEY CC
 *NOBLE ST. & LEE ST. = 50' ROW *TERRY ST. & CHAPMAN ST. = 60' ROW



SCOPE OF WORK - EXECUTIVE SUMMARY:

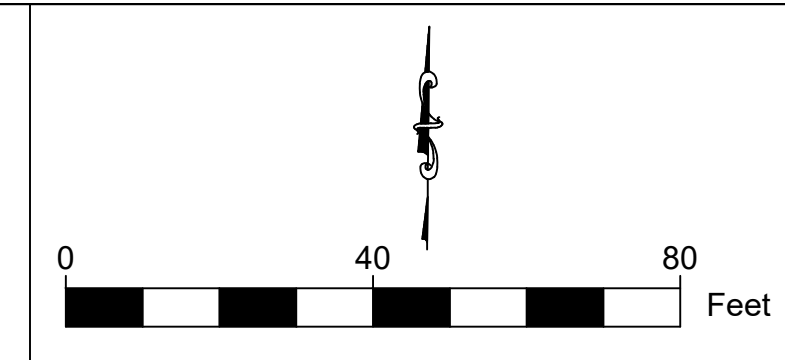
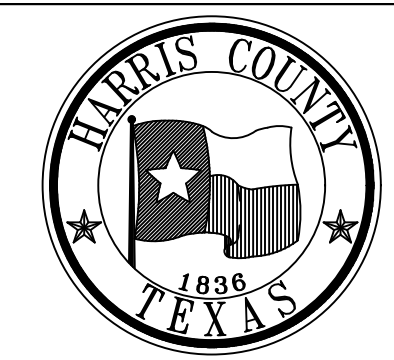
TOTAL NEWLY ADDED ON-STREET PARKING SPACES ≈ 25 & COMPLETE SIDEWALK REMODEL

- CONSTRUCT 9' PARALLEL PARKING LANE, LENGTH = 600 LF.
- CONSTRUCT 24' RCP, L= 870 LF.
- RELOCATE 3 POWER POLES.
- DEMOLISH AND RECONSTRUCT PART OF THE EXISTING DRIVEWAYS.
- OBTAIN NECESSARY PERMITS AND APPROVAL FROM CITY OF HOUSTON.
- PERMEABLE SURFACES TO BE USED TO MITIGATE DETENTION REQUIREMENT
- PROPOSED STORM SIZE TO BE DETERMINED BY A DRAINAGE STUDY
- DRAINAGE & HYDROLOGY STUDY TO BE COMPLETED IN STUDY PHASE

J:\SHARE\Special Projects and Programs\Cost Estimates\Estimate - Wesley Community Center Roadside Ditch Enclosure - Precinct 2\Working Files\Wesley-Prelim Exhibit Permissible-10.31.2022\sidewalk remodel

NO.	REVISIONS	DATE	NAME
△	REVISION_TEXT	DATE	INIT
△	REVISION_TEXT	DATE	INIT
△	REVISION_TEXT	DATE	INIT
△	REVISION_TEXT	DATE	INIT
△	REVISION_TEXT	DATE	INIT

HARRIS COUNTY
ENGINEERING DEPARTMENT



PROJECT TITLE: WESLEY COMMUNITY CENTER ROADSIDE DITCH ENCLOSURE PRECINCT_2		DATE: 10/31/2022
SHEET DESCRIPTION: SUMMARY_EXHIBIT		SHEET NO: 1_OF_1
DRAWN BY: CP	CHECKED BY: MS	SCALE: AS_SHOWN

EXHIBIT B

Wesley Community Center

Pct 2

Date: 04/10/2023

Description	Estimated Cost (Estimate Used In Agreement)
Precinct 2	\$470,000.00
Wesley Community Center Contribution - Not to Exceed	\$25,000.00
Subtotal	\$495,000.00
Total Cost	\$495,000.00

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 WESLEY COMMUNITY CENTER IN
CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS IN THE AREA
SURROUNDING WESLEY COMMUNITY CENTER AT 1410 LEE STREET LOCATED
IN HARRIS COUNTY PRECINCT 2**

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 Wesley Community Center in connection with the construction of improvements in the area surrounding Wesley Community Center at 1410 Lee Street located in Harris County Precinct 2.
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.