

JOINT PARTICIPATION AGREEMENT

This Joint Participation Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **Airline Improvement District** ("District"). 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 install street lights along West Gulf Bank Road from I45 to Airline Drive ("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.

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:

- (a) Assume full responsibility for monthly maintenance and operation costs billed by Center Point Energy for the Project; and**
- (b) Choose electricity provider and assume full responsibility for monthly electricity fees billed by the provider; and**
- (c) Provide an invoice to the County for the street light installation cost.**

B. County's Responsibilities

- (ii) Upon execution of the Agreement the County shall remit payment to the District for the street light installation cost 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 \$14,342.00 for the street light installation cost ("County Funding Share") necessary for the Project. This payment shall only apply for the installation cost of the streetlights.**
- B. The County agrees to provide payment to the District within fourteen (14) business days of receipt of the invoice.**

- 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.

Section 3. Limit of Appropriation

- A. District 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. District 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.

Section 4. 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 5. Audit

County and its authorized representatives have the right to review and audit all books, records, vouchers and documents of whatever nature related to District's performance under this Agreement during the period of performance of the Agreement and for six (6) years thereafter.

Section 6. Miscellaneous

- A. Non-Assignability. 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. Notice. 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:

District: Airline Improvement District
Teri Koerth

P.O. Box 38460
Houston, Texas 77238
Email: tkoerth@airlinedistrict.org

County: Harris County Engineering Department
1001 Preston Avenue, 7th Floor
Houston, Texas 77002-1893
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. 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 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. 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 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. Waiver of Breach. 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. No Personal Liability; No Waiver of Immunity.
- (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. 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.
- H. 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.
- I. Contract Construction.
- (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 authorize 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. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- K. 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.
- L. 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.
- M. 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 shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. 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.
- O. Warranty. 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.

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

AIRLINE IMPROVEMENT DISTRICT

By: Teri Koerth
Teri Koerth
Executive Director

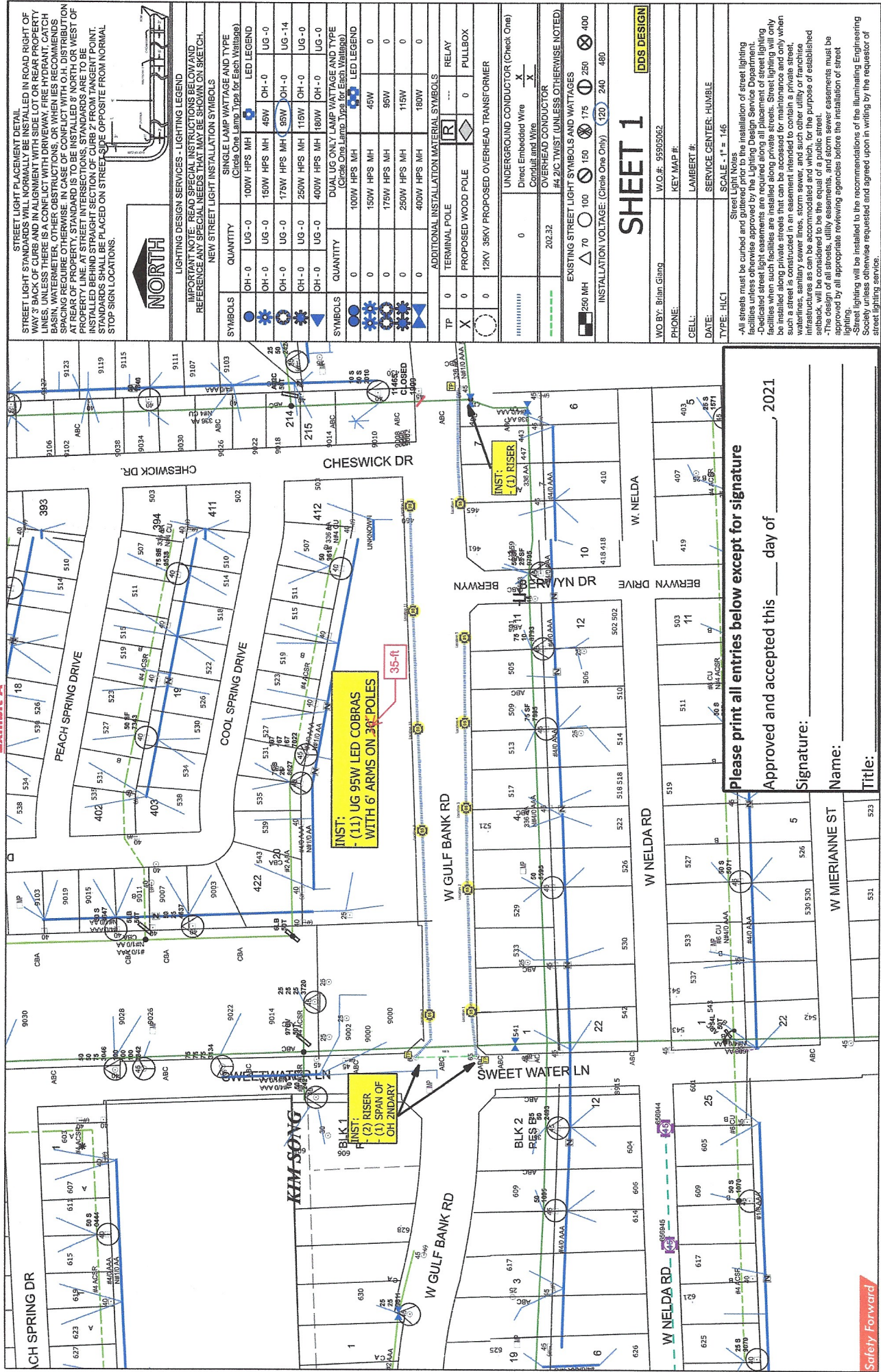
APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

ATTEST

By: _____
Secretary

By: Philip Berzins
Philip Berzins
Assistant County Attorney
CAO File No.: 21GEN1966



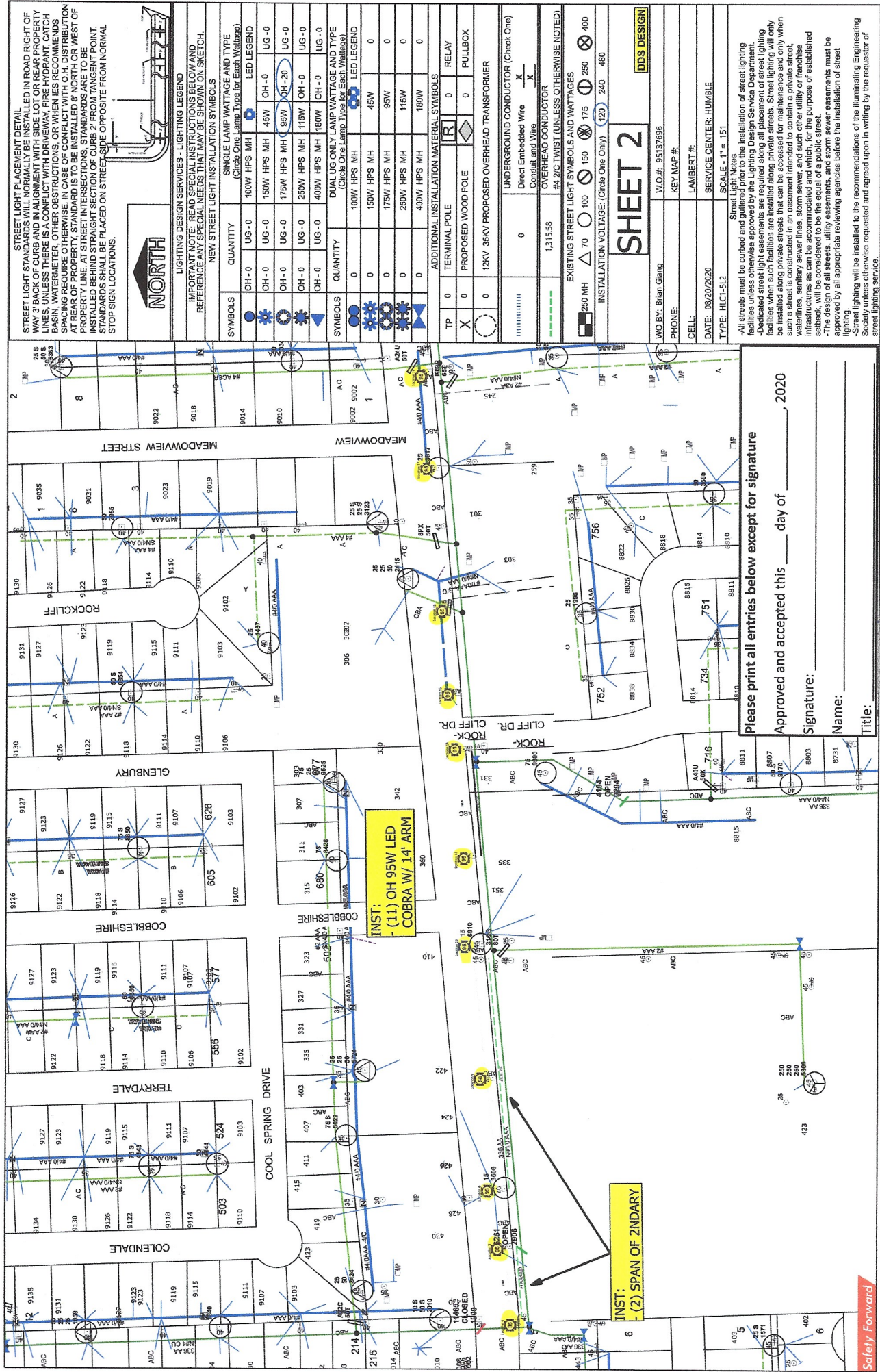
Please print all entries below except for signature

Approved and accepted this _____ day of _____, 2021

Signature: _____

Name: _____

Title: _____



STREET LIGHT PLACEMENT DETAIL
STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 2' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN LES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AREA OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. IN CASE OF CONFLICT WITH SIDE LOT OR REAR PROPERTY LINES, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF TANGENT POINT. IN CASE OF CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN LES RECOMMENDS SPACING REQUIRE OTHERWISE, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF TANGENT POINT. IN CASE OF CONFLICT WITH SIDE LOT OR REAR PROPERTY LINES, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF TANGENT POINT. IN CASE OF CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN LES RECOMMENDS SPACING REQUIRE OTHERWISE, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF TANGENT POINT. IN CASE OF CONFLICT WITH SIDE LOT OR REAR PROPERTY LINES, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF TANGENT POINT.



LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS		SINGLE LAMP VATTAGE AND TYPE (Circle One Lamp Type for Each Wavelength)	
SYMBOLS	QUANTITY	OH-0	UG-0
	OH-0	100W HPS MH	45W
	OH-0	150W HPS MH	45W
	OH-0	175W HPS MH	95W
	OH-0	250W HPS MH	150W
	OH-0	400W HPS MH	180W
DUAL LAMP VATTAGE AND TYPE (Circle One Lamp Type for Each Wavelength)		LED LEGEND	
SYMBOLS	QUANTITY	OH-0	UG-0
	0	100W HPS MH	45W
	0	150W HPS MH	45W
	0	175W HPS MH	95W
	0	250W HPS MH	150W
	0	400W HPS MH	180W

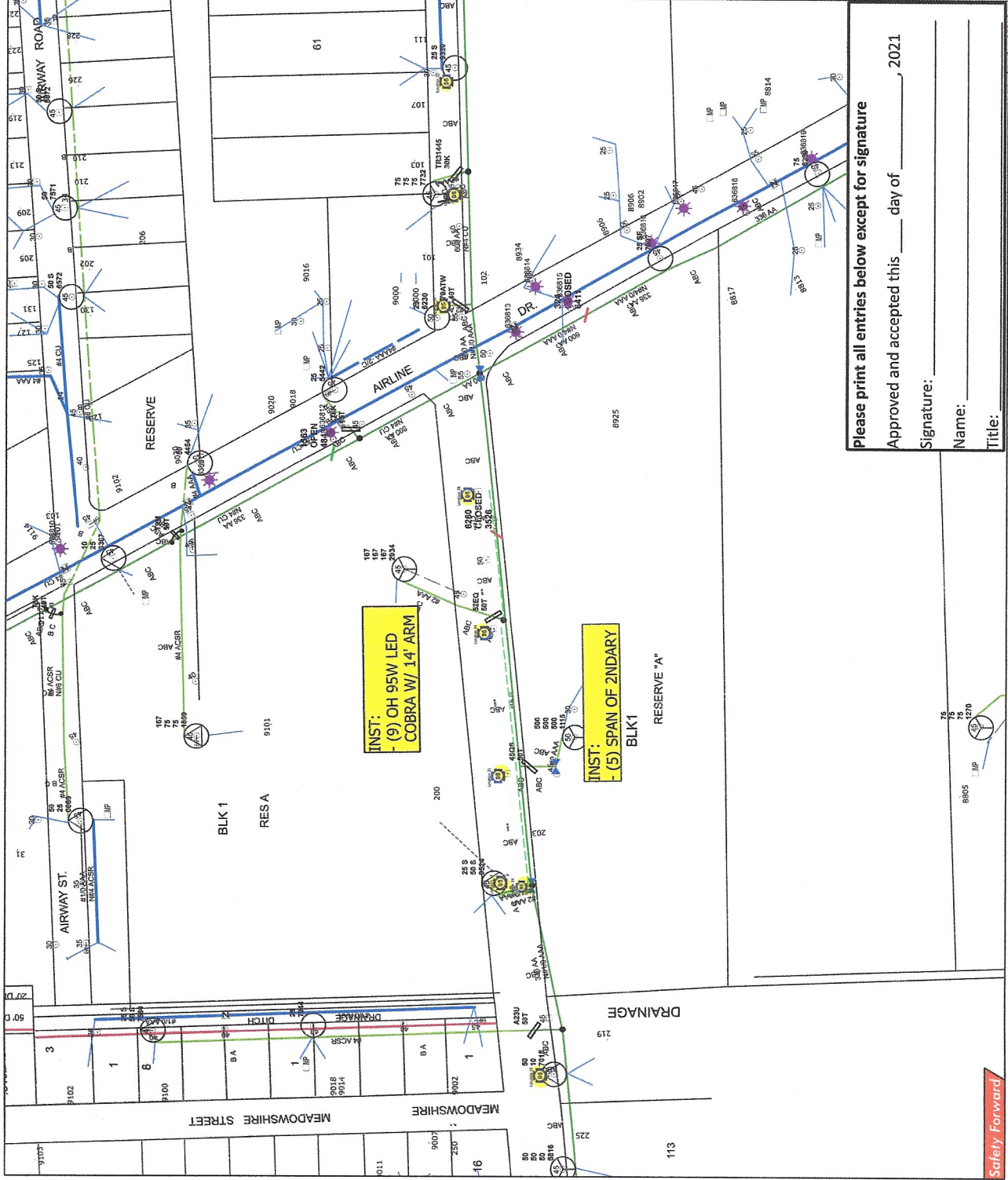
ADDITIONAL INSTALLATION MATERIAL SYMBOLS	
TP	TERMINAL POLE
	12KV 35KV PROPOSED OVERHEAD TRANSFORMER
	UNDERGROUND CONDUCTOR (Check One)
	Direct Embedded Wire
	Conduit and Wire
	OVERHEAD CONDUCTOR
	#2 21C TWIST (UNLESS OTHERWISE NOTED)

EXISTING STREET LIGHT SYMBOLS AND WATTAGES	
	250 MH
	100
	150
	175
	250
	400
INSTALLATION VOLTAGE: (Circle One Only)	
	120
	240
	480

SHEET 2

W.O. BY: Brian Giang	W.O. #: 95137696
PHONE:	KEY MAP #:
CELL:	LAMBERT #:
DATE: 02/12/2021	SERVICE CENTER: HUMBOLDT
TYPE: HCL-512	SCALE: 1" = 151'

Street Light Notes
All streets must be curbed and guttered prior to the installation of street lighting facilities. Street lighting facilities shall be installed in accordance with the following guidelines:
-Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructure as can be accommodated and which, for the purpose of established easements, will be considered to be the equal of a public street.
-The installation of street lighting facilities must be approved by all appropriate reviewing agencies before the installation of street lighting.
-Street lighting will be installed to the recommendations of the Illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.



Please print all entries below except for signature
Approved and accepted this ____ day of ____, 2021
Signature: _____
Name: _____
Title: _____

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 AIRLINE IMPROVEMENT DISTRICT TO INSTALL STREET LIGHTS AND ALL RELATED APPURTENANCES 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 Airline Improvement District to install street lights and all related appurtenances 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.