1. **Establish a quorum and call the meeting to order** – President Hightower  
   **Description:** President Hightower will establish a quorum and call the meeting to order.  
   **Action:** Call the meeting to order

2. **Approve minutes** – President Hightower (Tab 1)  
   **Action:** Approve the February minutes

3. **Tax Assessment and collection matters and status of HCAD lawsuits** – Pat Hall (Tab 2)  
   **Description:** Pat Hall will present.  
   **Action:** Approve Tax Assessment Collectors report and the HCAD lawsuits report.

4. **Financial and bookkeeping matters, including:** - Michelle Lofton  
   a. Payment of the bills and review of investments  
   b. Accept annual disclosure statements for bookkeeper and investment officer  
   c. Conduct annual review of investment policy and adopt Resolution regarding annual review of investment policy  
   d. Revise, review and adopt Resolution establishing the authorized Depository institutions and adopting list of qualified broker/dealers with whom the District may engage in Investment transactions.  
   **Description:** Michelle Lofton and Jessica Holoubek will present  
   **Action:** Approve Financial and bookkeeping matters, including payment of the bills and review of investments.

5. **Administration**— Ali Lamkahouan  
   a. 2017 YTD Variance Budget  
   b. Relational Dynamics at work MSA, Task Order #1 and TEC form 1295  
   c. Ratify West Houston Association membership Payment  
   **Description:** Ali will present the variance budget. He will also request your approval of the master services agreement, task order #1 and 1295 that was prepared by ABHR and the consultant Relational Dynamics at work as agreed upon at the February ECD BOD meeting. In addition, please ratify the payment of $500 for membership in the West Houston Association.  
   **Action:** Approve Relational Dynamics at Work MSA, TO#1 and 1295 and ratify payment of WHA membership fee.
6. **Energy Corridor District Public Safety and Security Program** - Sergeant Bennett

**Description:** Sergeant Bennett will present

- Alarms 1
- Agg Assault 1
- Assault/Sexual 1
- BMV 6
- Crashes 7
- Discharge Firearms 1
- Disturbance/Family 1
- Disturbance/Noise 4
- Disturbance/Other 3
- Mental 1
- Stranded Motorist 8
- Suspicious Person 2
- Suspicious Vehicle 7
- Traffic Hazard 1
- Traffic Stops 99
- Unk Medical Emerg 1

In addition deputies conducted 495 checks of businesses, churches, schools and public infrastructures.

**Action:** No action is required.

7. **North Texas to Houston Bullet Train Endorsement** – Michael Moore

**Description:** Michael Moore will present information related to the Texas bullet train proposal and is seeking the District’s endorsement.

**Action:** Consider endorsing the North Texas to Houston bullet train proposal

8. **Planning & Urban Design** – Fabiana Demarie

   a. **CDS Market Research ECD 2017 Land Use and Demographics Report Proposal** - CDS prepared a proposal to update the Energy Corridor Land Use and Demographics report for 2017, analyze new market trends and prepare three scenarios for Energy Corridor development by 2030; 1) ECD implements Unified Transportation Plan and terminates the MMD at the end of the current service plan, 2) ECD implements all of the projects in the current master plan and renews the service plan and 3) ECD renews the service plan, annexes Park 10, Enclave and Kirkwood and implements all of the projects identified in the master plan plus new development in the annexed areas. The proposed fee is $18,000 plus $1,000 for reimbursable expenses. The fee is included in the EUD budget ($8,000 from Land Use and Demographics and $11,000 from neighborhood plans).

   b. **Temporary Landscaping Access and Recreational Easement Agreement** - ABHR prepared the temporary recreation and access easement with Grisby Properties, LLC and HUSA for the park proposed on the north 25’ of lots 1-5 on block 30 along Grisby Road where the District plans to build a park under the Live Oak Trees.
c. Davey Trees Proposal for Grisby Square - Asakura Robinson, HUSA and Havel Ruck met with Davey Trees to discuss the limbs that need to be severed, limbs to be cabled and treatment for the live oak trees in the proposed park in the easement on Grisby Road. Davey Trees estimate is ____________. The EUD budget for 2017 includes $10,000 for this item.

Action: Consider CDS proposal, Grisby Properties Temporary Landscaping Access and Recreational Easement Agreement and Davey Trees proposal

9. Project Management – Clark Martinson

   a. IH-10 Intersections Enhancement Project Update

   Description: Details for this item will be added after the TxDot Enhancement Program weekly construction meeting that will occur Monday, March 6th.

   Action: None

10. Transportation: Kelly Rector

   a. Harris County Interlocal Agreement for the TCEQ LIP Project Grant

   Description: The Texas Commission on Environmental Quality (TCEQ) signed the Notice to Proceed for The Energy Corridor District’s Local Initiative Project (LIP) grant application on Wednesday, February 1, 2017. Harris County Commissioners Court subsequently approved acceptance of the grant on February 14, 2017, and the county attorney has submitted for District acceptance an interlocal agreement for the administration of grant funds.

   The LIP grant provides a 50% reimbursement of up to $69,750 for the design and installation of transit and pedestrian infrastructure improvements, including bus shelters and a portion of sidewalk along Addicks-Howell, at local bus stops in order to improve the transit user experience and ultimately increase transit ridership.

   Action: Approve the Interlocal Agreement between Harris County and The Energy Corridor District for the Local Initiative Project (LIP) grant funds.

   b. 2017 ACT International Conference sponsorship

   Description: The Energy Corridor District has been an active member of the Association for Commuter Transportation (ACT) for several years. Each year ACT holds an International Conference, one of the largest gatherings of transportation demand management (TDM) professionals in the country.

   Clark presented The Energy Corridor District's TDM program at the 2013 Conference in San Antonio and Kelly presented at the 2015 Conference in Baltimore. Kelly will represent the District at this year's conference in New Orleans, LA, July 30 – August 2, 2017.
Staff requests that the Board considers having The District sponsor of the conference at the $1,750 “Friend” level which includes The District’s logo on the conference app and website and one full registration ($750 value).

Transportation professionals turn to ACT more than any other organization to get information that advances transportation programs, policies, and services aimed at improving the lives of commuters, the livability of communities, and economic growth of businesses. More information about ACT can be found at http://actweb.org/.

The ACT International Conference regularly attracts over 450 attendees from across the United States, Canada, Europe, and Australia, representatives include individuals from major employers, departments of transportation, municipalities, transportation management associations, metropolitan planning organizations, consultants, transit agencies, vendors, and shared use mobility providers.

**Action:** Consider sponsoring the 2017 ACT International Conference in New Orleans, LA, July 30 – August 2, 2017 at the “Friend” level ($1,750).

11. **ECD Communications Update** – Sarah McDonner

   a. Welcome Ellen Dortenzo

   **Description:** Please welcome Ellen Dortenzo, Energy Corridor Farmers Market Manager. Her duties include coordinating set-up of the market each Saturday, assist in vendor tear down and set-up, collect vendor fees, staff the Farmers Market welcome booth, push Energy Corridor Farmers Market marketing efforts, manage FM social media, coordinate day of events, and report to the District on a weekly basis where she will be working alongside Sarah McDonner. (Resume and Job Description Included in packet)

   **Action:** No action is required.

   b. **Farmers Market Picnic Table Proposal**

   **Description:** 18 confirmed vendors. Lupe Tortilla has allowed us access to their restrooms every Saturday during market hours, so that we don’t have to rent port-a-cans. The District will be shutting down Grasshopper Ln. for this grand opening of the market to allow for more pedestrian traffic between the deck at Watson’s Pub and the restrooms. We are speaking with Wells Fargo to see if they will allow us use of a few of their parking spaces. The Farmers Market will be promoting the launch at the March 25th Artisan Market at Republic Square from 11:00am - 6:00pm with 5 vendors that have agreed to set up at this event just a week before our April 1st launch.

   We met with Wells Fargo Bank to request additional parking on their parking lot and permission to install picnic tables on their lawn next to the Farmers market. We found simple traditional wooden picnic tables at Home Depot for $100 each. We would like to purchase five and ask community groups to paint them as a promotion for the Farmers Market.
**Action:** Approve picnic table budget of $1,000 - The 2017 budget includes $10,000 for Farmers Market streetscape furniture

c. **Community Engagement Update**

12. **Report on status of Park Row Completion Project; including:** - Darren Willis, Ali Lamkahouan, Jessica Holoubek

   a. **Approve pay applications, change orders, and project acceptance, as appropriate, for Park Row Phase II expenses**

   **Description:** Darren will present the construction update and Ali will review the invoices for payment.

   **Action:** Approve pay applications for Park Row Phase II expenses

13. **Executive Director’s Report** – Clark Martinson

   a. **League of American Bicyclists ECD Bicycle Friendly Business - Silver Level**

   The District was recognized by the League of American Bicyclists as a silver level Bicycle Friendly Business.

   b. **Coalition for the homeless street solicitation PR program sponsorship proposal:**

   The Mayor’s Homeless assistance program assumes that the City’s management districts will contribute $150,000 toward the PR campaign. The Energy Corridor is requested to contribute $10,000. The executive director will attend a meeting with Andy Icken and management district leaders in the Mayor’s Conference room after the ECD BOD meeting at 11 AM to discuss the program with other management districts. Please consider and take necessary action.

   c. **City of Houston Summer Youth Intern Program:**

   The Mayor’s Summer Youth Intern Program is seeking a $2,500 contribution in lieu of hiring youth for summer intern positions. Last summer the District participated by hiring Rebeca Diaz for our summer intern. Please consider either contributing $2,500 to the program or instruct staff to interview candidates and hire a summer intern.

   **Action:** Recognize one another for the silver level Bicycle Friendly Business award, consider contributing $10,000 to the Mayor’s Homeless Campaign and consider contributing $2,500 or hiring a summer intern from the Mayor’s summer youth intern program

14. **Next Meeting - President Hightower**

   **Description:** Discuss alternate date due to Good Friday conflict

15. **Adjourn - President Hightower**
MINUTES
HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4

February 10, 2017

The Board of Directors (the “Board”) of Harris County Improvement District No. 4 d/b/a The Energy Corridor District (the “District”) met in regular session, open to the public, on the 10th day of February, 2017, at 757 Eldridge Parkway, Suite 700, Houston, Texas, inside the boundaries of the District, and the roll was called of the members of the Board:

David W. Hightower  President
Robert Halick  Vice President
Steve West  Secretary
Brandon Kerr  Assistant Secretary
D. Bruce Fincher  Director
Peter Elgohary  Director
Peter D. Johnston  Director
Chuck Cervas  Director
Peter Lee  Director

and all of the above were present except Director Cervas, thus constituting a quorum.

Also present at the meeting were Clark Martinson, Executive Director for the District; Ali Lamkahouan, Controller for the District; Kelly Rector, TDM Program Manager for the District; Fabiana Demarie, Urban Planner for the District; Robert Rayburn, Landscape Architect for the District; Rachael Weaver, Community Relations Coordinator for the District; Sarah McDonner, Communications Coordinator for the District; Michelle Lofton of ETI Bookkeeping Services; Pat Hall of Equi-Tax, Inc.; Scott Saenger, Darren Willis, and Joseph Reza of Jones & Carter, Inc.; Mark Klein; Ty Jacobson and Kent Dussair of CDS Market Research; Dan Havel and Dean Ruck of Havel Ruck Projects, LLC; and Jessica Holoubek and Cheryl Panozzo of Allen Boone Humphries Robinson LLP (“ABHR”).

ESTABLISH A QUORUM AND CALL THE MEETING TO ORDER

Having established that a quorum of the Board was present, Director Hightower called the meeting to order.

MINUTES

The Board first considered the minutes of the January 13, 2017, regular meeting. Following discussion and review, Director Kerr moved to approve the minutes as submitted. The motion was seconded by Director Halick and passed unanimously.
ASSESSMENT AND COLLECTION MATTERS AND STATUS OF HARRIS COUNTY APPRAISAL DISTRICT LAWSUITS

Ms. Hall reviewed the assessment collector’s report for January, a copy of which is attached. She also reviewed a chart regarding the status of District assessment payers’ lawsuits against the Harris County Appraisal District, a copy of which is attached. Following discussion and review, Director Halick moved to accept the assessment collector’s report. The motion was seconded by Director Elgohary and passed by unanimous vote.

FINANCIAL AND BOOKKEEPING MATTERS

Ms. Lofton reviewed the January cash management, capital funds and investment report, a copy of which is attached, and reviewed the bills presented for payment from the District’s accounts. Following review and discussion, Director Halick moved to approve the bookkeeper’s report and payment of the bills. Director Elgohary seconded the motion, which was approved by unanimous vote.

CDS MARKET RESEARCH (“CDS”) 2017 ECD LAND USE AND DEMOGRAPHICS PROPOSAL

Mr. Martinson reported District staff met with Mr. Jacobson, Mr. Dussair, and Steve Spillette of CDS to discuss changes to the 2017 District land use and demographics report (the “Report”). The Board discussed including alternative scenarios for land use in the Report. Mr. Martinson noted CDS will present a proposal to prepare the Report as discussed next month.

2017 YTD VARIANCE BUDGET

Mr. Lamkahouan reviewed the monthly budget summary, a copy of which is attached.

ECD PUBLIC SAFETY AND SECURITY PROGRAM

Mr. Lamkahouan reported on December patrols and activity.

TAMU ADDICKS DAM SUBDIVISION AND PARK MASTER PLAN PROPOSAL

Ms. DeMarie presented a proposal from Texas A&M University Department of Landscape Architecture and Urban Planning (“TAMU”) to develop a Master Plan for the Addicks Dam Subdivision. Following review and discussion, Director Johnston moved to approve the proposal from TAMU in the amount of $4,950. Director West seconded the motion, which passed unanimously.
MEMORIAL DRIVE AND ELDRIDGE PARKWAY INTERSECTION UPDATE

Ms. DeMarie reported on the proposed Memorial Drive/Eldridge Parkway intersection (the “Intersection”) improvements project. She stated she anticipates approval by the City of Houston (the “City”) of the Kimley-Horn plans of the Intersection by mid-March 2017. Discussion ensued regarding hiring additional security officers to maximize traffic flow at the Intersection.

HAVEL RUCK GRISBY SQUARE PROPOSAL

Mr. Ruck and Mr. Havel introduced themselves to the Board and gave a presentation on public sculptural installations. The Board reviewed a proposal from Havel Ruck Projects (“Havel Ruck”) to develop a concept for integrated sculptural installation for the Grisby Square project using several large pruned oak tree limbs. Ms. DeMarie stated ABHR drafted a Master Services Agreement between the District and Havel Ruck for consulting services related to public art installation. Following review and discussion, Director West moved to approve the Master Services Agreement and the proposal from Havel Ruck in the amount of $10,000 for conceptual design. Director Johnston seconded the motion, which passed unanimously.

IH-10 INTERSECTIONS EHNNANCEMENT PROJECT

Mr. Rayburn gave an update on construction and traffic control plans for the Texas Department of Transportation’s Interstate Highway 10 intersections enhancement project.

HARRIS COUNTY/TCEQ LIP PROJECT GRANT UPDATE

Ms. Rector updated the Board on the District’s application for Harris County grant funds available through the Texas Commission on Environmental Quality’s (“TCEQ”) Local Initiative Project program. She said the application was approved by the TCEQ on February 1, 2017, and that the grant provides 50% reimbursement up to $69,750 for design and construction of transit and pedestrian amenities at various METRO bus stop locations throughout the District.

KBH PARK ROW AND IH-10 TRAFFIC STUDY UPDATE

Ms. Rector gave an update on the baseline traffic study being performed by KBH Traffic Engineering, LLC of the IH-10 corridor from Highway 6 to N. Dairy Ashford Road, including Park Row and the IH-10 frontage roads (the “Corridor”). Director Hightower requested Mr. Saeger provide Ms. Rector with the results of the traffic model analysis prepared for the IH-10 intersections enhancement project that includes the Corridor.
ECD BIKE SHARE RFP

Ms. Rector reported on an initial one-year pilot phase of a District bicycle sharing system. She reviewed a Request For Proposal (“RFP”) document to solicit proposals for design, implementation, and management of a one-year pilot bicycle sharing system in the District at a cost to the District not to exceed $60,000. Following discussion, Director Kerr moved to approve the release of the RFP. Director Johnston seconded the motion, which passed unanimously.

COMMUNITY ENGAGEMENT UPDATE

Ms. McDonner reported on communications and public relations outreach efforts to promote the District and its programs, including Community Advisory Meetings and Community Deals.

HUSA / ECD FARMERS MARKET AGREEMENT

Ms. McDonner gave an update on the District Farmers Market. She reviewed a Temporary Lease Agreement with HUSA Grisby North, LLC (“HUSA”) for use of the parking lot located at Grisby and Grasshopper Lane for hosting the Farmers Market on Saturday morning until mid-afternoon from January through June and September through December at no charge to the District. Following review and discussion, Director Elgohary moved to approve the Temporary Lease Agreement. Director Fincher seconded the motion, which passed by unanimous vote.

PARK ROW CELEBRATION AGREEMENT AND PAYMENT

Ms. McDonner reported on the luncheon on March 6, 2017, to celebrate the completion and opening of the Park Row project. She reviewed a Letter Agreement with the Omni Houston Hotel Westside (“Omni”) that outlines the specific conditions and services provided by Omni to host the luncheon in the amount of $3,000. Ms. McDonner stated the invitation has been finalized and vendors have been confirmed for the event. Following review and discussion, Director Elgohary moved to approve the Letter Agreement with Omni. Director Fincher seconded the motion, which passed by unanimous vote.

MARK KLEIN MASTER SERVICES AGREEMENT

Ms. McDonner presented a Master Services Agreement between the District and Mark Klein for public relations services for a cost not to exceed $3,000 per month. She noted the House Bill 1295 form has been submitted by Mr. Klein. After review and discussion, Director Kerr moved to approve the Master Services Agreement with Mark Klein. Director West seconded the motion, which passed unanimously.
PARK ROW COMPLETION PROJECT

Mr. Reza updated the Board on the Phase II Park Row Completion Project paving, bridge, and utility work and stated the City inspection is scheduled the week of February 20, 2017. He presented and recommended approval of Change Order No. 3 in the amount of $46,576.00 for a pedestrian and bike trail with hand rail. He next presented and recommended approval of Pay Estimate No. 10 in the amount of $698,544.14, payable to SER Construction Partners, LLC.

After review and discussion, Director Halick moved to approve Change Order No. 3 in the amount of $46,576.00 and approve Pay Estimate No. 10 in the amount of $698,544.14 for construction of the Phase II Park Row Completion Project paving, bridge, and utility work, based on the engineer’s recommendation. Director Johnston seconded the motion, which passed unanimously.

TERRY HERSHEY NORTH TRAIL UPDATE

Mr. Saenger reported the engineer for Harris County Precinct 3 (“Precinct 3”) requested a written commitment from the District stating the District will pay additional costs related to replacing the Terry Hershey North Trail connection (the “Trail”) that was impacted by the Park Row project. Following discussion, Director Halick moved to authorize ABHR to send a letter to Precinct 3 stating it is the District’s intention to pay the future construction costs associated with replacing the Trail, subject to budget availability. Director Johnston seconded the motion, which passed unanimously.

EXTRA INTEREST PAYMENT TO CENTRAL PARK WEST, LP (“CPW”) FOR ROW ACQUISITION

Ms. Holoubek stated, due to a 12-day delay in wiring funds to CPW for conveyance of a portion of the Park Row right-of-way to the District, CPW is requesting additional interest in the amount of $202.92. Following review and discussion, Director Fincher moved to authorize disbursement of funds to CPW in the amount of $202.92. Director West seconded the motion, which passed unanimously.

OFFICE OPERATIONS EFFICIENCY CONSULTANT PROPOSAL

Mr. Martinson reported he requested proposals for development of procedures to assist District staff in accomplishing more as a team, and he reviewed proposals from Working Partner and Relational Dynamics at Work. Following review and discussion, Director Halick authorized ABHR to prepare a Services Agreement between the District and Relational Dynamics at Work for District staff assessment and consulting services to present next month. Director Fincher seconded the motion, which passed unanimously.

WEST HOUSTON ASSOCIATION MEMBERSHIP PROPOSAL
There was no discussion on this agenda item.

ONE ELDRIDGE PLACE CONSTRUCTION DOCUMENTS AND SCHEDULE

Mr. Martinson gave an update on the anticipated schedule for moving the District’s office to its permanent location at One Eldridge Place, Suite 270.

NEXT MEETING

The Board discussed next month’s meeting date and concurred to hold the next regular Board meeting on March 10, 2017, subject to confirming a quorum.

ADJOURN

There being no further business to come before the Board, Director Fincher moved to adjourn the meeting. The motion was seconded by Director Johnston and passed by unanimous vote.

______________________________
Secretary, Board of Directors

(SEAL)
<table>
<thead>
<tr>
<th>Minutes</th>
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<tbody>
<tr>
<td>Assessment collector’s report</td>
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<tr>
<td>Chart of assessment payers’ lawsuits against Harris County Appraisal District</td>
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<tr>
<td>Cash management, capital funds report, and investment report</td>
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<tr>
<td>Monthly budget summary</td>
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HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4  
ASSESSMENT COLLECTION REPORT  
February 28, 2017  
BILLING AND COLLECTION SUMMARY  
FISCAL YEAR END  
01/01/17 TO 12/31/17

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Current Month Activity

Revenue:
- 2016 Assessment Collected: $1,566,117.18
- 2015 Assessment Collected: $73,043.98
- 2014 Assessment Collected: $0.00
- 2013 Assessment Collected: $0.00
- Penalty & Interest: $0.00
- Overpayments: $1,435.60
- CAD Adjustments: $0.00
- CAD Lawsuit Adjustments: $75,209.50
- Estimated Payment: $0.00
- Collection Fees: $0.00

Total Revenue: $1,569,718.30

Overpayments & CAD Refunds Presented: $76,645.10

Overpayments Applied to Assessment: $0.00

Revenues for:
- Assessed Value for 2016: $4,066,443,988
- Assessed Value for 2015: $3,505,237,037
- Assessed Value for 2014: $3,025,535,497
- Assessed Value for 2013: $2,354,269,406
- Assessed Value for 2012: $1,967,841,881
- Assessed Value for 2011: $1,732,247,158

Uncertified

Revenue Projections

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Prepared by Equi-Tax Inc
Collector For the District
## HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4
### ASSESSMENT COLLECTION REPORT
#### February 28, 2017

### UNCERTIFIED DETAIL

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### 2016 TOP TEN ASSESSMENT PAYERS

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<td>AMPROP FINANCE CO</td>
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<td>235,000,000</td>
<td>235,000.00</td>
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<tr>
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<tr>
<td>WESTLAKE FOUR OWNER CORP</td>
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<td>161,085,768</td>
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<tr>
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<td>134,033.89</td>
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<td>BP PRODUCTS NORTH AMERICA INC</td>
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<td>125,573.12</td>
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<td>116,660,551</td>
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### TEN LARGEST DELINQUENT ACCOUNTS

<table>
<thead>
<tr>
<th>PROPERTY OWNER</th>
<th>ASSESSMENT YEAR</th>
<th>ASSESSED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SONANGOL USA CO</td>
<td>2016</td>
<td>9,550.00</td>
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<tr>
<td>WEST HOUSTON MEMORY CARE LLC</td>
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<td>4,481.76</td>
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<tr>
<td>TXLC DEVELOPMENT LP #7115</td>
<td>2016</td>
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<td>INTERNATIONAL BANK OF COMMERCE</td>
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<tr>
<td>DENIS BROTHERS LLC</td>
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<tr>
<td>AX FANG SHENG INVESTMENT LLC</td>
<td>2016</td>
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<tr>
<td>ADI MUSA A</td>
<td>2016</td>
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<tr>
<td>DAVWA PROPERTIES INC</td>
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<tr>
<td>GRIGSBY HOLDINGS LLC</td>
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<td>AMOCO DEVELOPMENT CO</td>
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* Pending HCAD Value Lawsuits

### COLLECTION TREND PERCENTAGE

<table>
<thead>
<tr>
<th>ASSESSMENT YEAR</th>
<th>ASSESSMENT YEAR</th>
<th>ASSESSMENT YEAR</th>
<th>ASSESSMENT YEAR</th>
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<tbody>
<tr>
<td>69.6%</td>
<td>44.0%</td>
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<tr>
<td>96.2%</td>
<td>97.2%</td>
<td>97.7%</td>
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<tr>
<td>96.3%</td>
<td>98.8%</td>
<td>97.8%</td>
<td>99.2%</td>
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<tr>
<td>97.3%</td>
<td>99.8%</td>
<td>97.7%</td>
<td>99.3%</td>
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<tr>
<td>97.4%</td>
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<td>99.7%</td>
</tr>
<tr>
<td>98.1%</td>
<td>99.8%</td>
<td>100.0%</td>
<td>100.0%</td>
</tr>
<tr>
<td>99.6%</td>
<td>100.0%</td>
<td>100.0%</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
## Summary
For Tax Years 2005-2015, for the period of June 2009 through January 2017

### Settled

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original value of <strong>Settled</strong> accounts as of 2/3/2017</td>
<td>8,243,285,436</td>
</tr>
<tr>
<td>Number of <strong>Settled</strong> accounts as of 2/3/2017</td>
<td>292</td>
</tr>
<tr>
<td>Reduction in value of <strong>Settled</strong> accounts</td>
<td>779,784,840</td>
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<tr>
<td>Average % reduction in value of <strong>Settled</strong> accounts</td>
<td><strong>9.46%</strong></td>
</tr>
</tbody>
</table>

### Unsettled

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original value of <strong>Unsettled</strong> accounts as of 2/3/2017</td>
<td>2,053,824,735</td>
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<tr>
<td>Number of <strong>Unsettled</strong> accounts as of 2/3/2017</td>
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</tr>
</tbody>
</table>

.100  Tax rate per $100 valuation

**$194,284**  Estimated reduction in assessment on 75 Unsettled accounts, based on **9.46%** average
SERVICE AGREEMENT

This Service Agreement (this “Agreement”) is entered into on March 10, 2017 (the “Effective Date”) by and between Harris County Improvement District No. 4, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the “Owner”), and Relational Dynamics at Work (the “Contractor”).

RECITALS

WHEREAS, the Owner has determined it is in the Owner’s best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Owner and Contractor agree as follows:

I. SERVICES

Section 1.01. Services. Contractor shall perform staff assessment and consulting and services (the “Services”) for the Owner as authorized from time to time by written task orders (“Task Orders”) approved by Owner’s Board of Directors (the “Board”), and Contractor shall be compensated for such Services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Task Orders shall be evidenced by a written proposal or service order, which shall include the Services to be performed, the location, and the fees. Currently approved Task Orders are attached hereto as Exhibit A. Each Task Order shall be added as another exhibit to this Agreement, signed and dated by Owner and Contractor. The exhibits added shall be sequenced in alphabetical order beginning with Exhibit B and shall be dated when approved by the Board. All fees described in the Task Orders shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any task order.
II.

COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the Owner) indicating the Services performed for that month under the terms of this Agreement. Contractor shall submit detailed invoices to the Owner:

Mr. Ali Lamkanhouan  
Two Eldridge Place  
757 North Eldridge Parkway, Suite 700  
Houston, TX 77079  
Email: alamkahouan@energycorridor.org

with a copy to:

Ms. Michelle Lofton  
ETI Bookkeeping Services  
P.O. Box 73109  
Houston, TX 77273  
Email: bkp1@etiaccounting.com

Payment shall be made within forty-five (45) days of the approval of Contractor’s invoice by the Owner. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Owner with proof, satisfactory to the Owner, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Owner for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

III.

GENERAL CONDITIONS

Section 3.01. Contractor’s Duties. Contractor covenants with the Owner to furnish its best skill and judgment in performing the Services for the Owner. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.
Section 3.02. Relationship of Owner and Contractor. Contractor has been retained by the Owner for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Owner approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor’s relationship to the Owner during the term of this Agreement is that of an independent contractor. The relationship between the Owner and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Owner evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Owner upon the Owner’s request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor’s legal or contractual responsibilities to the Owner or others. Cancellation or expiration of any of said insurance policies shall not preclude the Owner from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best’s rating of B+/VII or better and licensed to transact business in the State of Texas:

A. Workers’ Compensation Insurance covering liability arising out of Contractor’s employment of workers and anyone for whom the employer may be liable for workers’ compensation claims at limits as imposed by statute. Workers’ compensation insurance is required, and no alternative forms of insurance shall be permitted.

B. Employer’s Liability Insurance Limitations with limits of not less than $500,000.

C. Professional Liability Insurance with limits not less than $1,000,000 each claim/annual aggregate.

Contractor’s insurance shall include the following endorsements:

A. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the Owner. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.

B. Inasmuch as Owner and Contractor intend that all of Contractor’s insured loss and liabilities fall upon Contractor’s insurers, without recourse against Owner, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement,
that each such insurer fully waives subrogation against the Owner and its agents and employees.

C. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Owner as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Owner, and that neither Contractor nor its insurer will seek contribution or recovery from the Owner or such other insurance available to the Owner.

D. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor’s employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

CONTRACTOR SHALL INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS (THE “INDEMNIFIED PARTIES”) FROM AND AGAINST CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY CONTRACTOR OR ANY OF CONTRACTOR’S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF CONTRACTOR’S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, IN THE PERFORMANCE OF PROFESSIONAL SERVICES.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Owner does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.
Section 3.06. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner’s sole discretion.

Section 3.07. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.

Section 3.08. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Owner is located.

Section 3.09. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.10. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.11. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever 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 or circumstances will not be affected hereby.

Section 3.12. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE Follows]
RELATIONAL DYNAMICS AT WORK

By: ______________________
Name: ____________________
Title: ____________________
February 6, 2017  
Clark Martinson  
Energy Corridor  
757 N. Eldridge Pkwy, Suite 700  
Houston, TX  77079  

Clark Martinson  

Thank you for the opportunity to work with you and the Energy Corridor. I am looking forward to working together to making the Energy Corridor a more fun, exciting, and productive place to work. This proposal is based upon our conversation on Tuesday, January 31, 2017.

There are several things in which we will address in our work together regarding your team individually. First, we will do a Birkman assessment on everyone. This will help us to know how best to manage each individual and how to put them into positions of success. Second, we will work directly with you, the Executive Director, to improve your leadership skills and capabilities. This will improve yourself as a leader, which will greatly impact the team and culture of the Energy Corridor. Third, we will work with selected team members to improve their performance and relationships with each other in the office. This will effect the relationships of the entire team and make the team more efficient and enjoyable to work with.

Next, there are several things we will do to address the working relationships and culture of the entire team. First, the Birkman assessment will identify the team culture, how each individual works within the team, and the behaviors and needs of the team. This will help us identify how to best motivate them as a collective. Second, specific team building exercises will help increase their awareness of themselves individually, and of the team collectively. This will improve their cohesion and working relationships with each other. Third, we will evaluate and bring greater ownership of the Mission, Vision, Values, and SMART Goals of the Energy Corridor. Through wise implementation, this will create greater team alignment and their working objectives. Fourth, we will evaluate and assess the Life Stage of the Energy Corridor. This will help us to identify the right steps for future growth opportunities and to maximize the talent already there.

This process is a holistic process, but one that will radically transform your team throughout the calendar year of 2017 and catapult you into 2018. Specific implementation of this plan will either be directed to you, or created alongside you. I will use the information
learned from the Birkman assessment as to which would be the most appropriate and would maximize the strengths and needs of the Energy Corridor’s culture.

In the following pages, I will include a detailed page about The Birkman Method, in case you need to explain what it is to your Board or team. I will also provide a further breakdown and explanation of the list of activities listed above.

I am suggesting our relationship be a 10 month retainer, starting in March 2017 and running through December 2017. I will spend one full day a month on site, as well as will be available for phone calls every week throughout the month. In December 2017 we can re-evaluate the work done this calendar year and if a further relationship into 2018 is needed.

If you have any questions after reading this, please don’t hesitate to reach out to me. I look forward to working with you and your team.

Sincerely,

Thomas Billings, Jr.
The Birkman Method is an assessment tool that analyzes and reports what drives and motivates behavior. It is used in Executive Coaching, Leadership Development, understanding and assisting Team Dynamics, Conflict Management, and Change Management. The Birkman Method provides both descriptive and prescriptive information for the individual and team. Since people can only see one’s behaviors, most of who we are is unseen. The Birkman Method is able to go beyond observable behavior to describe and assess Areas of Interests, Usual Behavior, Motivational Needs, and Stress Behaviors.

The Birkman Method is able to:

- Increase personal awareness, Emotional Intelligence, and personal productivity.
- Understand and leverage team strengths and diversity, and develop strategies for managing blind spots.
- Understand individual team member strengths, styles, and motivators to drive productive intra-team working relationships.
- Compare and contrast team members to identify potential areas of conflict. Effectively drive “healthy conflict” to build stronger teams using the information for individual and group awareness building.
- Empower greater individual self-management within the team through better understanding of other team member’s styles and motivations.
- Drive more personal accountability for behavior and conflict resolution.
- Develop strategies for working better together and strengthening significant relationships.

Specific applications of The Birkman Method involves areas such as:

- Team & Leadership Development and Coaching
- Change Management
- Team Building & Optimization
- Conflict & Crisis Management
- Team Retention, Selection, & Hiring
- Stress Management
- Cultural and Team Awareness
Proposed Project, Individuals:

I. One-on-One Coaching over The Birkman Method
   A. This would involve the entire team taking The Birkman Method questionnaire. Once each individual has completed this, I will arrange a 2-hour block of time to go over the results with each individual. They would have the time to ask questions and “play” with the results by sharing stories and situations that matched the results. This would be an enlightening time for each individual to learn about themselves and imagine how other people might not see or behave the same way they do.
   B. I will also use this time to assess persons engagement with the team and the health of their overall relationship with the group.

Fee for this project: $600 per person

II. One-on-One Coaching, Executive Director
   A. This would involve personal training and coaching with the Executive Director, along with an evaluation of a team meeting. Together we will evaluate Organizational Goals, Projects, and Individuals and the roles they serve to suggest SMART Goals for them.
      1. This will be one full day.

Fee for this project: $1,600

Proposed Project, Team:

III. Large, Group Coaching over The Birkman Method
   A. This would involve everyone who took The Birkman Method questionnaire. Once everyone has gone over their report with me individually, a time will be arranged for me to come in and share the group results with the participants. I would prepare some breakout sessions for us to educate everyone about the information, play with the results as a group, explores ways in which the group works together naturally and what areas they might negatively impact each other.
      1. This will be a one time event, 4 - 5 hours long, that will focus on educating the group about themselves to bring greater clarity on general issues they may have with one another.

Fee for this project: $2,000

IV. Alignment
   A. This would involve an evaluation of the Mission, Vision, and Values of the Energy Corridor and the communication and understanding of the MVV throughout the entire team. Is the mission clearly understood and talked about throughout all levels of the team? Is the vision for the year goal oriented, achievable, and driving
the organization forward with its projects for the year? Are the values driving
team meetings, group interactions, and individual time management?
1. This evaluation will require me to sit in on a team meeting, have the team fill
out a questionnaire, and then I will write out an evaluation with simple steps
to enhance the implementation of the MVV of the organization.

Fee for this project: $1,000

Fee:

V. Proposed Projects
   A. One-on-One Coaching over *The Birkman Method*
      1. $600 x 8 people = $4,800
   B. One-on-One Coaching, Executive Director
      1. $1,600
   C. Large, Group Coaching over *The Birkman Method*
      1. $2,000
   D. Alignment
      1. $1,000

Total fee for these projects: $9,400

Possible Future Projects, Individual

VI. One-on-One Coaching
   A. Executive Director
      1. This would involve personal training and coaching with the Executive Direc-
tor each month. Together we will evaluate their relationship with each indi-
vidual on the team, monitor and strategize goals for better leadership imple-
mentation, and assess their personal and team’s implementation of the mis-


Fee for this project is dependent on the nature of the work.
VII. Two-on-One coaching and training
   A. This is an information meeting, and would look exactly like the initial one-on-one coaching over *The Birkman Method*, but would involve working with two people who work closely together. I would spend time educating each person on their own results and then compare their results with the other person. Together the three of us would compare the results and look for dangerous areas in which they might negatively impact each other.
   B. After the initial information meeting, it would exactly like the one-on-one coaching, but would involve both people together. All three of us would work together to better understand each other, work through relationship issues that are preventing harmony and efficiency at work, and find stated goals and objectives to increase the health of the relationship for the betterment of the team.

*Fee for this project is dependent on the nature of the work.*

Possible Future Projects, Group

VIII. Large, Group Coaching over *The Birkman Method*
   A. This would involve everyone who took *The Birkman Method* questionnaire and participated in the original Team Building exercise with the addition of consultants added to the mix.
   B. This would involve specific breakout sessions that will specifically deal with relationship issues the team is struggling with, such as: team building, conflict, change, needs, motivation, communication, and more.

*Fee for this project is dependent on the nature of the work.*

IX. Organizational Life Stage
   A. Throughout my work with each individual and my observation of the team, I will assess where the Energy Corridor is on an Organizational Life Stage. This will be helpful in best understanding how to bring about the right procedures and activities to bring about the necessary structure or creativity to help make the Energy Corridor a dynamic and enjoyable place to partner with and to work.
   1. This will involve a Leadership Team of the Executive Director and desired team members to assess the findings and come up with a game plan.

*Fee for this project is dependent on the nature of the work.*
Possible Use:

X. Hiring & Selection
   A. Should a job opening become available during the year, I will be not only be able to run that individual through the Birkman when they start, but I can use *The Birkman Method* during the selection process to find the right fit not only for the job, but the right fit for the culture and team of the Energy Corridor.

_Fee for this project is dependent on the nature of the work._
SERVICE AGREEMENT

This Service Agreement (this “Agreement”) is entered into on March 10, 2017 (the “Effective Date”) by and between Harris County Improvement District No. 4, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the “Owner”), and Relational Dynamics at Work (the “Contractor”).

RECITALS

WHEREAS, the Owner has determined it is in the Owner’s best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Owner and Contractor agree as follows:

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Section 1.01. Services. Contractor shall perform staff assessment and consulting and services (the “Services”) for the Owner as authorized from time to time by written task orders (“Task Orders”) approved by Owner’s Board of Directors (the “Board”), and Contractor shall be compensated for such Services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Task Orders shall be evidenced by a written proposal or service order, which shall include the Services to be performed, the location, and the fees. Currently approved Task Orders are attached hereto as Exhibit A. Each Task Order shall be added as another exhibit to this Agreement, signed and dated by Owner and Contractor. The exhibits added shall be sequenced in alphabetical order beginning with Exhibit B and shall be dated when approved by the Board. All fees described in the Task Orders shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any task order.
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Mr. Ali Lamkanhouan
Two Eldridge Place
757 North Eldridge Parkway, Suite 700
Houston, TX 77079
Email: alamkahouan@energycorridor.org

with a copy to:

Ms. Michelle Lofton
ETI Bookkeeping Services
P.O. Box 73109
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Email: bkp1@etiaccounting.com

Payment shall be made within forty-five (45) days of the approval of Contractor’s invoice by the Owner. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Owner with proof, satisfactory to the Owner, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Owner for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

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Section 3.02. Relationship of Owner and Contractor. Contractor has been retained by the Owner for the sole purpose and to the extent set forth in this
Agreement. It is understood and agreed that all work so done by Contractor shall meet with Owner approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor’s relationship to the Owner during the term of this Agreement is that of an independent contractor. The relationship between the Owner and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Owner evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Owner upon the Owner’s request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor’s legal or contractual responsibilities to the Owner or others. Cancellation or expiration of any of said insurance policies shall not preclude the Owner from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best’s rating of B+/VII or better and licensed to transact business in the State of Texas:

A. Workers’ Compensation Insurance covering liability arising out of Contractor’s employment of workers and anyone for whom the employer may be liable for workers’ compensation claims at limits as imposed by statute. Workers’ compensation insurance is required, and no alternative forms of insurance shall be permitted.
B. Employer’s Liability Insurance Limitations with limits of not less than $500,000.
C. Professional Liability Insurance with limits not less than $1,000,000 each claim/annual aggregate.

Contractor’s insurance shall include the following endorsements:

A. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the Owner. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.
B. Inasmuch as Owner and Contractor intend that all of Contractor’s insured loss and liabilities fall upon Contractor’s insurers, without recourse against Owner, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Owner and its agents and employees.
C. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Owner as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Owner, and that
neither Contractor nor its insurer will seek contribution or recovery from the Owner or such other insurance available to the Owner.

D. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor’s employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

CONTRACTOR SHALL INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS (THE “INDEMNIFIED PARTIES”) FROM AND AGAINST CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY CONTRACTOR OR ANY OF CONTRACTOR’S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF CONTRACTOR’S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, IN THE PERFORMANCE OF PROFESSIONAL SERVICES.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Owner does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.06. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner’s sole discretion.

Section 3.07. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.
Section 3.08. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Owner is located.

Section 3.09. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.10. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.11. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever 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 or circumstances will not be affected hereby.

Section 3.12. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]
RELATIONAL DYNAMICS AT WORK

By: __________________________
Name: ________________________
Title: _________________________
EXHIBIT A
PROPOSAL

MARKET AND ECONOMIC CONSULTING SERVICES

DEMOGRAPHIC, LAND USE AND VISION STUDY

ENERGY CORRIDOR DISTRICT

Prepared for:

ENERGY CORRIDOR DISTRICT
757 Eldridge Parkway
Suite 700
Houston, Texas 77079

Prepared by:

CDS COMMUNITY DEVELOPMENT STRATEGIES
1001 S. Dairy Ashford
Suite 450
Houston, Texas 77077

February 28, 2017
February 28, 2017

Mr. Clark Martinson
Executive Director
Energy Corridor District
757 Eldridge Parkway, Suite 700
Houston, TX  77079

RE:   PROPOSAL FOR 2017 LAND USE, DEMOGRAPHIC AND DEVELOPMENT VISION STUDY

Dear Clark:

CDS Community Development strategies (CDS) is pleased to submit this proposal for an expanded Demographic and Development Land Use report to the Energy Corridor District (ECD).

CONTEXT

The 2017 report will differ from past annual reports by adding a primary focus on how changing market and economic conditions in the region and the District are likely to impact future land use and development outcomes. The study will include a review of previous ECD studies such as the Livable Centers Initiative, the West Houston Mobility Plan, the 2015 Sasaki Master Plan and the TAMU studies. Major changes including the addition of newly annexed areas, WestLake Campus vacancies, ConocoPhillips and Shell’s new plans and a down sized Republic Square will be taken into consideration. Emphasis will be directed to EDC’s future possibilities rather than just documenting annual incremental growth patterns.

SCOPE AND METHOD

1. Annual Demographic and Land Use Update

CDS will review the previous data for each land use and identify all additions and changes that have taken place. Updated demographic and resident profile data will be provided for both the District and the zip codes defined as the Energy Corridor Commute area. Additionally, we will make updates to employer data based on information available and estimate the current number of employees and District population. The report will include maps of employee commuting patterns based on the U.S. Bureau of the Census, Longitudinal Employment Household Dynamics program. Methodological procedures include obtaining current information from the District office, other secondary data sources, contacting knowledgeable parties by phone and driving the Energy Corridor area to observe changes and new activity.

2. Land Use Mapping Updates

CDS will update the land use maps and data base to the current time in 2017 and apply that data to updating the 2030 maps and database. This includes a statistical summary of current office, retail, industrial, hotel, and multi-family properties and projections to the year 2030 (per the results of Task (3) below).
3. Forecast of Future Land Use and Development Scenarios

Conditions and opportunities are changing. After many continuous years of growth and expansion, the Energy Corridor has recently experienced several months of stagnation, if not losses, in employment and real estate development activity. Economic pressures impacting the energy industry have forced businesses to reevaluate their future. In some cases, this has meant either a slow-down in hiring or even a reduction in the size of their local work forces. Corresponding with this has been a cut back in commercial construction as additional new office space is not currently a priority. Additionally, some companies have put a hold on plans to expand their presence or to relocate from other areas into the Energy Corridor. Residential developers have experienced less demand for new apartments and housing causing some planned projects to be delayed or cancelled.

As a result of these new market dynamics, historical growth patterns are no longer assured and established land use trends are less predictable. The question then becomes – are there new opportunities that may now be viable options for utilization of remaining land and underutilized properties throughout the Energy Corridor? If so, what are the most likely scenarios and how can the proposed market analysis provide insights that help the ECD understand the implications and prepare to embrace the new opportunities?

Scenarios to be evaluated include, but not be limited to, the following:
- The current service plan is completed (through 2024) and the ECD is terminated
- The service plan is renewed to 2033 and a TIRZ or Chapter 380 plan is employed for implementation of the Sasaki plan and other existing plans, with potential to change development patterns of existing land and points the EDC in new directions
- In addition to the Sasaki plan, the ECD annexes Park 10, Enclave and Kirkwood, which could create new opportunities for different land utilization

In addressing these and other scenarios that may appear from the research, major underlying issues will be evaluated including access, transportation, growth stimulators, economic fluctuations, government influences, quality of life and neighborhood vitalities.

CDS’s research program to address the above includes a combination of quantitative and qualitative techniques. Our senior staff, headed by Steve Spillette, an Urban Development Strategist, will merge our experienced understanding of the ECD’s growth history with an insightful exploration of changing events. Our objective is to identify the patterns and trends that will shape the ECD’s future, recognize probable implications and describe a range of likely scenarios for consideration. Our intent is not to outguess the future but to examine the range of opportunities, interpret the probable consequences and provide a vision on how the various outcomes are expected to impact the District’s future.

The melding of data and visioning will be accomplished through conducting in-depth interviews with approximately 20 knowledgeable individuals who understand the changes taking place as well as the implications associated with their business decisions and interests. Respondents for the interviews will be selected from a variety of private and public sector backgrounds from both inside and outside of the District. EDC staff will be asked to suggest some of the potential respondents which will include board members, business leaders, design professionals, brokers, developers and other thought leaders.
Upon completion of the interviews, CDS will carefully categorize and analyze the subjective, but well-informed findings as they apply to demographic, employment and land use issues. The findings of the interviews and related CDS research will inform a set of general development trends and principles that guide the building of the scenarios. Our knowledge of regional economics and considerable experience in land use analysis will guide us in converting the findings into a range of realistic possibilities for future short and long-term utilization of remaining land, existing buildings and vulnerable properties.

**DELIBERABLE**

CDS descriptions of possible scenarios and visions will be presented in a report, that at a minimum, addresses the Sasaki principles, framework, streets and the focus areas such as Langham Creek Park, Grisby Square, Addicks Park & Ride and Eldridge parkway. Report contents will be provided in a format appropriate for inclusion in the ECD’s Land Use Brochure.

**TIME AND COST QUOTATION**

Our fee quotation to accomplish the two-part study above is $18,000.00 plus mileage and any other authorized expenses. Approximately 8-weeks will be needed to complete the report.

With written authorization to proceed, CDS will issue an invoice for a retainer of one-half the accepted fees. This invoice is due upon receipt. A final invoice for the balance plus any approved expenses or additions will be issued upon delivery of the report. All reasonable and necessary corrections or revisions to the report will be immediately addressed.

The above fee incorporates the cost of professional and clerical time, overhead and travel within the District, processing and production of the data sets/final report and one presentation to the District Board of Directors. One electronic copy will be provided. Bound hard copies of the report can be made available at our cost of reproduction. Outside job costs, such as delivery services or the cost to purchase data or special maps will be documented and submitted with the final invoice for reimbursement.

Requests for additional services over and above the scope outlined herein will be quoted on a project bases or billed at our standard hourly rates. Professional rates for consulting services vary from $95 to $185 per hour depending on the billing rate of the individuals involved.

**GOVERNING LAWS FOR BUSINESS AGREEMENTS**

- The signed proposal for services acts as the business Agreement between CDS Market Research (CDS) and client entities thereto signed.

- CDS studies are independent and objective and may return findings that do not support the clients stated or unstated objectives.

- Retainer payments are non-refundable deposits to proceed with a study.

- Payment of invoiced amounts are in no way dependent on the decision of the client or any third party to proceed with a project or to secure funding or financing for a project.
regardless of whether the study is for purposes of deciding whether or not to proceed or to secure funding or financing.

- The only obligations are between parties explicitly named in the agreement and who have executed the agreement. CDS is not obligated in any way whatsoever to any party not named in the agreement who may act or fail to act whether directly or indirectly on the study.

- Upon completion of a study a draft report may be provided. Any reasonable and necessary corrections or revisions to the report brought to our attention within 30 days will be immediately addressed by CDS.

- Final payment is due net 30. All past due invoices will accrue interest at 2 % per month.

- The study is and shall remain the property of CDS until all outstanding invoices are paid.

- This Agreement is entered into at arm’s length and shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Agreement is determined to be unenforceable according to such laws, that provision shall be severed from the remainder of the Agreement which will remain in force. The State of Texas shall have jurisdiction over the parties and all claims and causes of action related to this Agreement and venue shall lie in Harris County, Texas.

- This Agreement supersedes any other agreements verbal or written related to the matter and can be modified only in writing signed by all parties to the Agreement.

**AUTHORIZATION**

If the arrangements described above are satisfactory, please sign and return a copy of this proposal agreement as our formal authorization to proceed.

Thank you for the opportunity to propose our services to the Energy Corridor District again.

Respectfully Submitted,

Steven R. Spillette
President

ACCEPTANCE:

BY:

FOR:

DATE: ______________
2017 International Conference
Sponsorship Opportunities

Sponsorships also available for:
Public Policy Summit, April 19-21 in Washington, DC
TDM Forum, TBA
The Association for Commuter Transportation (ACT) is the leading international trade association and advocate for commuter transportation and transportation demand management. Professionals rely on ACT to connect and enhance their knowledge to help them excel at their jobs. Simply put, transportation professionals turn to ACT more than any other organization to get information that matters.

**AT A GLANCE:**

- **800+** members
- **40** states, Canada, Israel
- **300+** organizations
- **500** attendees at International Conference
- **100** attendees at Policy Summit
- **175** attendees at TDM Forum
- **2,500+** social media followers
The ACT International Conference is one of the largest gatherings of TDM professionals in the country. Regularly attracting over 400 attendees from across the United States, Canada, Europe, and Australia, representatives include individuals from major employers, departments of transportation, municipalities, transportation management associations, metropolitan planning organizations, consultants, transit agencies, vendors, and shared use mobility providers.

The ACT International Conference spans four days and provides attendees with numerous opportunities for professional development, networking, and fun.

As a sponsor or exhibitor of the ACT International Conference, you will place your organization in front of the individuals and organizations you want to meet. Our varying levels of sponsorship enable you to select a program that fits your desires and budget. However, if you are interested in developing a custom package, please contact David Straus at dstraus@actweb.org or 202-792-5801. We would be happy to discuss your ideas with you!

July 30—August 2, 2017
Sheraton New Orleans Hotel
New Orleans, Louisiana
## International Conference Sponsorship Opportunities

<table>
<thead>
<tr>
<th>Sponsorship Benefits</th>
<th>Platinum</th>
<th>Gold</th>
<th>Silver</th>
<th>Bronze</th>
<th>Friend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complimentary full registrations ($750 value)</td>
<td>Limit 2</td>
<td>Limit 4</td>
<td>Limit 15</td>
<td>No limit</td>
<td>No limit</td>
</tr>
<tr>
<td></td>
<td>$15,000*</td>
<td>$10,000*</td>
<td>$5,000*</td>
<td>$3,500*</td>
<td>$1,750*</td>
</tr>
<tr>
<td>Logo on printed conference marketing materials</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Logo on electronic conference marketing</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Logo on conference app</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Logo on conference website</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Logo on sponsors signage at conference</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Logo in conference program</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Ad in conference program</td>
<td>Full Page</td>
<td>1/2 page</td>
<td>1/4 page</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opportunity to moderate session of choice</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opportunity to sponsor session(s) including logo in program and signage during session (must sponsor by April)</td>
<td>2</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sponsor table during awards luncheon</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Exhibit booth or 2 additional registrations</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 pre and 1 post list of conference attendees</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social media announcement of your sponsorship via ACT Facebook and Twitter</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Include one (1) promotional flyer or item in conference bag†</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional discount on Special Conference Sponsorship Opportunities (see next page)</td>
<td>25%</td>
<td>25%</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*represent ACT member pricing, non-members add 25%

†items except for flyers must be approved by ACT to ensure they fit in bag
Looking to separate yourself from the crowd, we offer a wide variety of unique sponsor opportunities. Of course if you don’t see something listed, just let us know and we will work with you to create a special opportunity just for you!

*** 10-25% discount off these opportunities are available for some sponsorship levels

⇒ **Conference Bags (1 available), $3,500:** Put a 1 color imprint of your logo front and center for all to see.

⇒ **Conference Mobile App (1 available), $4,500:** Put your logo on the home screen of the conference app. Over 12,000 page views by attendees!

⇒ **International Conference Opening Reception, $4,500:** Help kick-off the conference and receive an opportunity to address the attendees (5 minutes).

⇒ **Awards Ceremony, $2,500:** Applaud the finalists and winners by sponsoring the awards presentation.

⇒ **Breakfast Sponsor (2 available), $2,500:** Be the company everyone thanks for providing a complimentary continental breakfast on Monday or Tuesday. Sponsorship includes signage, an opportunity to place a promotional item on all tables. Includes 2 min address to attendees. Sponsor both for just $4,000!

⇒ **Lunch Sponsor $4,000:** Be the center of attention during one (1) luncheon. Sponsorship includes signage, an opportunity to place a promotional item on all tables, and opportunity to address attendees (5 min)

⇒ **Lanyard $2,500:** Put your company front and center on all attendees. Your logo/name will be printed on the lanyard and/or badge holder (depending on style selected)

⇒ **Refreshment Breaks (2 available), $1,000:** Put your company front and center on all attendees. Your logo/name will appear on signage around the refreshments.

⇒ **Key Note Speaker, $4,500:** Sponsor one of the most memorable parts of the conference during Monday morning’s general session. Your logo will be in emails promoting the speaker. You also get the opportunity to introduce the speaker!

⇒ **Evening Function, $TBD:** Sponsor an evening activity or reception that is promoted as an official conference event that will be highlighted in the program and promoted onsite.

Just interested in exhibiting at the International Conference? We have you covered!

⇒ **Exhibit Booth, $1,800 for members/$2,200 for non-members** (located in Ballroom D&E—host space for am/pm breaks, includes table and chairs, piping, and draping conference admission for 1 person)
CONTACT INFORMATION

Primary Contact

Company Name

Address

City State/Province Postal Code Country

Email Phone

SELECT SPONSORSHIP OPPORTUNITIES

2017 International Conference (July 30—August 2) Sponsorship Level:

☐ $15,000 Platinum  ☐ $10,000 Gold  ☐ $5,000 Silver  ☐ $3,500 Bronze  ☐ $1,750 Friend

2017 International Conference Special (July 30—August 2) Sponsorship Opportunities

☐ $3,500 Conference Bags  ☐ $4,500 Opening Reception  ☐ $2,500 Awards Ceremony

☐ $2,500 Breakfast Sponsor  ☐ $4,000 Lunch Sponsor  ☐ $2,500 Lanyard/Badge

☐ $1,000 Refreshment Break  ☐ $5,000 Key Note Speaker  ☐ $1,800 / $2,200 Exhibitor

☐ $4.500 Mobile App  ☐ Evening Event $________

Special Sponsorship Add-ons (10% discount if purchased at same time)

2017 ACT Public Policy Summit (Washington, DC) Sponsorship Level:

☐ $5,000-$4,500 Gold  ☐ $2,500-$2250 Silver  ☐ $1,000-$900 Bronze

2017 ACT TDM Forum (location to be determined) Sponsorship Level:

☐ $5,000-$4,500 Gold  ☐ $2,500-$2250 Silver  ☐ $1,000-$900 Bronze

PAYMENT INFORMATION

I am paying by:

☐ I/We agree to the Sponsor/Exhibitor Terms and Conditions

☐ Check (payable to the Association for Commuter Transportation, PO Box 9, Sharon, MA 02067)

☐ Credit Card (add 3% processing to total)

CC#: ___________________________  Security Code: _________  Exp: _____ /______

Name on Card: ___________________________  Signature: _______________________________
Sponsorship & Exhibitor Terms and Conditions

General
These rules and regulations form part of the Exhibitor Agreement made between the Association for Commuter Transportation and the Sponsor.

1. The performance of this contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing at least 25% of contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services.

2. Sponsorship events or items are subject to change. In the case that an event is not held, ACT will provide partial refunds. In all cases, any refund will be less a minimum of a $100.00 cancellation fee.

3. ACT will make every effort to assure you receive exclusive recognition for any sponsorship as outlined in the specific details of any sponsorship item; however, some items are a co-sponsorship level and therefore will mean co-sponsorship recognition on some signage and print material.

4. All sponsorship premiums should include your company logo if are an exclusive sponsor, however, we also highly recommend, and in some limited cases, insist that ACT’s corporate logo and/or show logo be included on the premium item.

5. Once you have secured a sponsorship, whether through the Organizational Sponsorship Program or Right of First Refusal or contract, your company and/or advertising/marketing company is legally responsible and held to the contract terms and conditions including payment. Any unpaid sponsorships prior to event dates are subject to cancellation and/or null and void ACT’s responsibility to sponsor (such as signage, recognition etc.) as well as could result in legal fees to collect partnership/sponsorship fees. In addition, penalties and/or administrative charges of up to 15% of total amount due will be incurred for any declined credit card charges or returned checks.

6. ACT reserves the right to reject or deem unsuitable any promotional item associated with any sponsorship. ACT also reserves the right to reject any sponsorship or cancel sponsorship without reimbursement to sponsor. ACT in no way accepts responsibility for content (text or illustration representation) for any premium/promotional item and sponsor agrees to hold ACT and its affiliates harmless against all losses, claims, etc.

7. ACT holds “Right of First Refusal” to allow our sponsors to continue sponsorship items from one year to the next before making available to general public or other competing companies.

8. Please review the packages carefully including what each package provides to you, the sponsor(s). Please keep in mind there will be no deviations from the sponsorship benefits package and at no time will additional benefits be added (whether prior to events or onsite) without prevailing charge for any additional benefits.

9. ACT reserves the right to include ACT logo, show logo or any ACT related text on any and all premiums, signage or sponsorship items at our discretion. ACT reserves the right for final layout and design approval including but not limited to design/content of any premium, signage or print recognition.

10. By securing your sponsorship via contract or Right of First Refusal, this is a binding agreement and the sponsor company and/or marketing or ad agencies will equally be held to the contract as well as all fees due.
Exhibitor Terms and Conditions

General
These rules and regulations form part of the Exhibitor Agreement made between the Association for Commuter Transportation (ACT) and the Exhibitor.

Force Majeure
The performance of this contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing at least 25% of contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services. The Association for Commuter Transportation (ACT), eShow, or Sheraton New Orleans Hotel or their partners or subsidiaries may be held responsible for any inconvenience this may cause.

Acceptance
Upon completion of space reservation contract, payment method may not be changed. ACT will process payment as stated on contract with no exception. Any duplicate or over payments will be refunded by check or credit card within 14 business days. Any outstanding invoices from previous year’s show must be paid in full prior to accepting a space reservation for current year. If outstanding invoices exist, space reservation for 2017 can and will be cancelled with any/all received payments toward 2017 contract being forfeited and applied towards any outstanding invoices that are 60 days or greater.

Rejection, Refund and Cancellation
Cancellations must be made in writing via email. They cannot be taken over the phone. Cancellations are effective as of the date of receipt. In the event of cancellation by an exhibitor prior to May 19, 2017, 50 percent of exhibitor’s total paid booth fees less a $250 processing fee will be refunded. After May 19, 2017, no refund will be made.

All booth assignments remain the exclusive prerogative of ACT. In all reassignment cases, preference will be given to the exhibitor whose reservation and payment was received the earliest. ACT does not guarantee separation of competing exhibitors.

Exhibitors are considered “no show” if a company does not occupy and exhibit in the designated space one hour before the scheduled opening of the exhibit hall at 6:00 p.m. on Sunday, July 30, 2017, and has not given ACT the required written notice of cancellation. ACT has the right to use “no show” exhibit space in such a manner as it may deem in the exposition’s best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to pay the full booth rental fee. Any exhibiting company canceling with a balance due is responsible for paying the remainder in full within 30 days of the cancellation.

Booth Cost/Payment Policy
Exhibit fees are shown on the official exhibit space price list. There is a discount for exhibitors who are members of ACT. To be eligible for member pricing, you must be an active member at time of reservation and at time of meeting to take advantage of the discount. Booths located in prime areas (entrance, exit, corners, near Food and Beverage Service Areas or special event areas) may reflect premium pricing. Booth space will be assigned in accordance with the space reservation procedures. Policies outlined in the space reservation procedures and contract terms and conditions will be applied without exception.

ACT makes available several options for payment of exhibit space. Upon submission of your online contract, you are entering a binding contract and will be responsible for all fees including but not limited to penalty and/or administrative fees in the amount of up to 15% of total fee for declined or bad credit card transactions and/or returned check payments and/or collection fees/legal fees.

A minimum of 50% of booth fees are due upon reservation by credit card. The remaining balance is due within 30 business days of your reservation by check or credit card. In any event that a remaining balance has not been satisfied within the 30 day window, by accepting these terms and conditions, you are authorizing ACT to charge the full balance to the credit card originally provided during reservations.

All goods of reasonable weight and bulk will be placed in exhibit space by contracted exhibit company or shipping company. Exhibitor shall properly protect and maintain its exhibit space and appurtenant property. Exhibitors shall pay ACT or its designee the cost of restoring Exhibitor’s space and appurtenances to the condition as of initial use by the Exhibitor; reasonable wear and tear expected.
Exhibitor Terms and Conditions

Exhibit Standards, Eligibility, Assignment and Relocation
ACT reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor. ACT shall have the right to prohibit and/or remove any exhibit, in whole or in part, which in ACT’s sole judgment is not suitable to or in keeping with the character or purpose of the exhibition. ACT Exhibit Management will notify the Exhibitor in writing and detail what modifications, if any, are necessary prior to the prohibition or removal of the exhibit. If an Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, ACT will remove the exhibit or part thereof, and the Exhibitor agrees to pay the reasonable costs of such removal. ACT will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit that ACT deems to be not suitable or in keeping with the character or purpose of the exhibition.

Locations and arrangement of exhibit booths are shown on the Official Exhibit Area Floor Plan. Exhibits are arranged in the Grand Ballroom D-E within the Sheraton New Orleans Hotel. Premier booths may be located within the registration foyer. These arrangement is designed to ensure maximum visibility and high traffic access for each display. Where available, Food and Beverage Service Areas will be located throughout the space and used to drive traffic to specific locations.

Certain booths may be restricted due to height restrictions at the property. Please review carefully when making your space reservation and observe height restrictions clearly marked on the floor plan. ACT reserves the right to alter the Exhibit Area Floor Plan as it deems necessary. In all questions of booth design or layout, ACT reserves final approval authority. (See also “Exhibit Standards,” “Sound Level & Aisle Obstruction” and “Distribution of Materials on Show Floor”).

Your exhibit space does not include and therefore would need to be arranged for separately either on your own:
- Electrical, phone, internet or plumbing services
- Furniture, non-standard carpeting, or any booth fixtures
- Assembly, dismantle or rigging services

Included in Booth Space Rental
Your 2017 ACT Conference official space reservation entitles you to the following exhibitor benefits:
- Table, 2 chairs, waste basket, ad standard sign with name in print, and drayage
- One (1) complementary registration for the entire conference
- Ability to purchase one (1) additional registration at a discounted rate
- All booth personnel have unlimited access to technical and educational sessions as full “delegates” - a more than $650 per person benefit!
- Kick-off opening reception – allowing vendors to network with attendees prior to the official opening.
- Pre-and post-registration lists of registered attendees in a .pdf format.
- Listing of your company name, logo, booth number and a 75 word description on conference app.
- Exhibitor Service Center – a website portal providing you with access to networking and marketing tools to maximize your investment; including a deadline checklist.
- Listing of your company in the Official Conference Program Guide provided to all conference attendees.

**provided an exhibitor is a registered and fully paid company prior to July 1, 2017. Any company reserving space after this date may forfeit their complimentary listings in printed material.

Occupation and Use of Exhibit Space
No Exhibitor shall be permitted to set up their exhibit space without full and final payment. The booth must be staffed by at least one company representative at all times during the exhibit hours. All demonstrations and exhibits must be confined to the contracted space.

Subletting Space
No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions and subsidiary organizations that share space with a parent company will not be recognized as Exhibitors. There is no exception to this policy.
Exhibitor Terms and Conditions

Care of Exhibit Space
Exhibitors shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display and equipment and material will be the Exhibitor’s responsibility and shall be performed at the exhibitor’s expense.

All exhibitors are responsible for the shipping, storage, and delivery of their booth materials. Exhibitor shall properly protect and maintain its exhibit space and appurtenant property. Exhibitors shall pay ACT or its designee the cost of restoring Exhibitor’s space and appurtenances to the condition as of initial use by the Exhibitor; reasonable wear and tear expected.

Moving and Removal of Exhibits
Exhibits may be moved into the exhibit hall beginning between 11:00 a.m. and 4:00pm on Sunday, July 30, 2017. Exhibits not set up at least one hour prior to the opening of the exposition will be considered as a “no show” and are subject to policies set forth in Rejection, Refund & Cancellation. Displays must remain fully intact and manned during all exhibit hours. No exhibits may be erected after official opening or dismantled before official closing times. Failure to adhere to this policy could result in substantial penalty fines of up to 15% of your total booth cost. There is no exception to this policy.

Conduct of Exhibitors
Exhibitors shall conduct themselves in a professional, ethical, and otherwise appropriate manner at all times and in conformance with these regulations. ACT reserves the right to deny the privileges of the floor to any and all Exhibitors/Attendees who do not do so.

Exhibit Dates and Hours

No exhibits may be erected after official opening or dismantled before official closing times.

Set Up hours are: Sunday, July 30 - 11:00 am – 3:00 pm
Exhibits must be fully installed by 4:00 pm, Sunday, July 30. After this hour no installation work will be permitted without special permission from ACT.

Show hours are: Sunday, July 30: 5:00 p.m.—8:00 p.m.; Monday, August 1 - 8:00 a.m. – 5:00 p.m.; Tuesday, August 2 - 8:00 a.m. – 4:00 p.m.

Dismantle hours are: Tuesday, August 2 – 4:00 p.m. – 6:00 p.m.

Height and Size
ACT accepts the International Association of Exhibitions and Events "Guidelines for Display Rules and Regulations" as booth configuration criteria for its show.

- Ceiling height restriction is 15', except where noted on the floor plan

In any event, no display, advertising sign or material, etc., may block a reasonable view of any other exhibit, nor extend beyond the perimeter of assigned space.

In all questions of booth design or layout, ACT reserves the final approval authority. Should a question arise regarding this or other guidelines, the matter should be submitted to ACT well before set-up for a final determination.

Sound Level, Aisle Obstruction, Strobe Lighting
Sounds originating in an exhibitor’s booth space may not cause interruption to any other exhibitor nor exceed reasonable limits. No part of any booth space shall extend into the aisle. Product demonstrations, presentations, and entertainment located within an exhibitor’s booth space may not cause significant obstruction of aisles. Entertainment, marketing schemes or activity outside of your assigned space for the purpose of generating traffic to your booth must have the express written consent of the Show Manager prior to exhibit hall hours. Upon approval, this activity must not interrupt or cause harm to any other exhibitor or their display. ACT reserves the right to have exhibitors remove any strobe lighting that negatively affects other exhibitors or attendees.

Exhibitor Admission and Access
Exhibitors earn one (1) complimentary exhibitor registration per 80-100 square feet of space (each 8x10/10x10 space rented). Additional exhibitor registrations can be purchased at $450 each. All company representatives must register upon arrival and wear ACT-furnished identification badges at all times. Exhibit staff/personnel registrations are non-refundable.
Exhibitor Terms and Conditions

Live/Video Streaming/Photography
Exhibitors and attendees are prohibited from videotaping, video streaming/wireless transmitting or photographing other exhibitors’ booths, events or activities during the ACT Conference, without the express written permission of ACT. However, an exhibit booth may be photographed or videotaped with the permission of the legitimate occupants of that booth, but that permission shall only apply to that exhibitor’s booth. By submitting your exhibit contract, the exhibitor gives consent to the ACT professional photographer to use images of both your person(s) and/or your display. The prohibition against videotaping, video streaming/wireless transmitting or photographing the event extends to members of the press unless they are registered as press and possess a “press” badge/ribbon. Booth personnel should immediately notify ACT’s show management if they believe their booth or another booth is being photographed/videotaped without permission. Television and/or video cameras (including webcams) are prohibited without prior written approval of ACT show management. ACT reserves the right to deny, alter or limit such access or distribution as the event is the proprietary property of the ACT.

Americans with Disabilities Act
Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the American’s with Disabilities Act and shall hold ACT, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

Liability
Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save the Association for Commuter Transportation, Hyatt Regency Baltimore, their employees and agents harmless against all claims, losses and damages to persons or property, governmental charges or fines, and attorney’s fees arising out of, or caused by exhibitor’s installations, maintenance, occupancy or use of the exhibition premises or a part thereof.

Fire Protection
All booth material must be nonflammable and meet all requirements of the Portland Hilton Hotel.

Facilities Rules
Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for the particular individual displays or the particular exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the closure of its exhibit by ACT.

Indemnification and Waiver
Exhibitor agrees to indemnify, hold harmless, and defend ACT, eShow or Sheraton New Orleans Hotel and their respective members, officers, directors, agents, and employees (‘indemnities’) from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney’s fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, and invitees.

Exhibitor hereby waives each and every claim that arises or may arise in its favor against any one or more of the indemnities for any and all losses of damage covered by valid and collectible insurance. Such waiver precludes the assignment of any claim by subrogation or otherwise.

Conflicting Meetings and Social Activities
In the interest of the success of the entire event, Exhibitor agrees not to extend invitations to meetings, receptions, outings, social events, or otherwise encourage attendee absence from the conference or Exhibit Hall during conference and show hours. When considering the scheduling of hospitality and social events, exhibitor should contact ACT well in advance to avoid conflict. ACT reserves the right to request and enforce cessation of any non-approved activity as it sees fit.

Violations
Violations of any of these regulations on the part of the exhibitor or his employees or agents shall, at the option of ACT Conference show management, cancel the license to occupy space, and such exhibitor shall forfeit to the Association all monies paid. Upon evidence of violation, the Association may reenter and take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor’s risk. The exhibitor shall pay all of such expense and all damages which the Association may incur, and shall forfeit all monies paid or due the Association on account thereof. The exhibitor waives any right to service of written notice of the Association’s intention to terminate this agreement and repossess space occupied by the exhibitor.

Amendments to Regulations
These rules and regulations are to be construed as a part of all space applications and contracts. All interpretations as well as answers to questions and matters not specifically covered by these rules and regulations will be decided by ACT Show Management. ACT reserves the right to change or add to the rules and regulations if such addition or change is, in ACT’s judgment, reasonably required for the appropriate conduct of the exhibition.
Hotel Provision
Exhibitors hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save Sheraton New Orleans Hotel, its owners, its operator, Starwood Hotels & Resorts Worldwide, Inc., and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses, or damages to persons or property governmental changes or fines and attorney’s fees arising out of or caused by its installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the negligence of Hotel or its officers, employees, or agents.

Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance including contractual liability coverage applicable to this Contract, in an amount not less than $1,000,000 Combined Single Limit for personal injury and property damage.

Hotel, its owners, its operator, Starwood Hotels & Resorts Worldwide, Inc., shall be included as an additional insured. In addition, Exhibitor acknowledges that it is the responsibility of the Exhibitor to obtain property damage insurance insuring property of the Exhibitor.

Note: Please read the Contract Terms and Conditions/Show Rules carefully. It is important that the representatives from your company who attend the show be aware of the terms and conditions, as well as information that affect the operation of the Association for Commuter Transportation International Conference. These policies are strictly adhered to and enforced without question.
INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
THE ENERGY CORRIDOR DISTRICT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Interlocal Agreement ("Agreement"), entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas and The Energy Corridor District ("District"), a special district operating in accordance with Chapter 3801 of the Special District Local Laws Code. The County and The District may be referred to collectively as the "Parties" or individually as a "Party."

Recitals

District desires to install transit and pedestrian infrastructure improvements at local bus stops to improve the transit user experience.

On or about January 13, 2017, the Texas Commission on Environmental Quality ("TCEQ") approved Harris County’s Local Initiative Project ("LIP") Non-Enforcement Grant Application and issued a Notice to Proceed ("NTP") for TCEQ Grant Contract No. 582-14-40130.

The Parties desire to use the TCEQ grant funds to fund the installation of infrastructure improvements. The Parties will pay their obligations out of current fiscal funds. The Parties find that the infrastructure improvements will serve a public purpose.

1) GENERAL SCOPE OF SERVICES

A) District, shall construct six bus stop improvements (the "Services" or "Improvements") as shown in “Table 1—Proposed Bus Stop Improvements” attaching hereto as Exhibit A and incorporated herein by reference and on the “Proposed Bus Stop Locations for Improvements” map attached hereto as Exhibit B and incorporated herein by reference. If District concludes that the public purpose would be better served by constructing the Improvements in another location, District shall adjust the plans only after written approval from the County.

B) District will ensure that any contractor or subcontractor provides the Services in accordance with TCEQ Grant Contract No. 582-14-20130 requirements.
2) DISTRICT RESPONSIBILITIES

A) District shall provide $69,750.00 in local match funds.

B) District shall keep receipts for all grant-funded equipment purchases. District shall maintain an inventory of any equipment purchased using TCEQ funds. At the request of County or TCEQ, District shall provide the receipts and inventory for review. District shall keep receipts and inventory records for three (3) years following the expiration of this Agreement.

C) District shall complete the quarterly reports required by TCEQ and provide the County with copies of each report. District shall cooperate with and require subcontractors to cooperate with County or TCEQ for site visits. District shall require subcontractors to submit financial and operational information applicable to the Services under this Agreement as needed to fulfill the County’s reporting requirements to TCEQ. Reports and supporting documentation shall be kept for three (3) years following the expiration of this Agreement.

D) District shall ensure that all grant-funded Improvements are built in accordance with all local regulations pertaining to the Improvements. District shall ensure that all Improvements are adequately maintained and kept in a state of good repair.

E) Prior to awarding any subcontracts funded by TCEQ grant funds, District shall obtain County’s written approval of the subcontractor. At County’s request, District shall provide a copy of any contract between District and a subcontractor performing Services in accordance with this Agreement.

3) INDEPENDENT PARTIES

A) The Services performed by District under this Agreement are performed by District as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. District shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. District has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and District.

B) IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT District IS NOT AN INDEPENDENT CONTRACTOR, District AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES,
OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.

C) District warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.

D) District is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. District shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers’ compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY’S PAYMENT IS TO THE DISTRICT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO DISTRICT’S WORKERS OR SUBCONTRACTORS. DISTRICT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

E) District’s workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. District and the workers furnished by District shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers’ compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

F) The County is not responsible to District or District’s workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; or any provisions of the TEXAS LABOR CODE ANN., as amended. **The County will not be responsible for overtime wages.**

G) Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

4) **TERM**

The Initial Term of this Agreement shall begin upon Harris County Commissioners Court approval, and remain in full force and effect through August 31, 2018.
5) **TERMINATION**

A) The County may terminate this Agreement at any time by at least thirty (30) days notice in writing to the District.

B) When all the funds certified on the Purchase Order are expended, District’s sole and exclusive remedy shall be to terminate this Agreement in accordance with Article 6. However, any and all fees paid to District prior to such termination are nonrefundable.

C) Upon receipt of termination notice, District shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

D) Within thirty (30) days after receipt of notice of termination, District agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.

E) The County agrees to pay District that proportion of the prescribed charges for the Services actually received under this Agreement, less such payments on account of charges as have previously been made.

F) *Force Majeure.* In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party, and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

6) **COMPENSATION**

The TCEQ Funding Amount and Local Matching Amount shall be distributed among the costs as shown in the “Project Budget” attached hereto as Exhibit C.

7) **TERMS OF PAYMENT**

A) **Payment Requirements.**
i) Prior to any and all payments provided for under this Agreement, District should provide its Taxpayer Identification Number to the County. Failure to provide this information may result in a delay in payment or withholding of payment as required by the Internal Revenue Service.

ii) The District understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying District in advance for any of the SOW or deliverables.

iii) The County will be responsible for all payments under this Agreement. The County shall pay each undisputed invoice within thirty (30) days of receipt thereof or from receipt of the services or deliverables for which such invoice pertains to, whichever is later. Invoices are subject to the County approval or acceptance of the deliverables, whichever is later. The County may exercise any and all rights to set off payment in the event of overpayment by the County or funds owed to the County under this Agreement. Upon payment approval, the County will forward payment to District by check or other mutually acceptable means to the District.

iv) Payments made by the County to District are to be considered by the District as full compensation for all District costs, products, services, and work. No additional compensation will be available.

B) Payment Process.

i) In accordance with the SOW and the Pricing and Delivery Schedule and after the written acceptance by the County of an item listed on District’s Pricing/Delivery Information Sheet, the District shall submit a sworn invoice to the Harris County Auditor, with a copy to the County’s Project Manager. The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.

All invoices with the appropriate backup documentation must be submitted by certified mail to:

Harris County Administration Building  
1001 Preston, Suite 800  
Houston, Texas 77002

ii) The invoices shall, at a minimum, include a description of the milestones or deliverables and the total amount billed for the milestone or deliverable. After receipt of an invoice, the Auditor will forward it to the County Project Manager, who shall review and approve it with such modifications as may be deemed appropriate, and then return, with any modifications, to the County Auditor for payment.
iii) The County shall have the right, at any reasonable time as determined by the Harris County Auditor, to make periodic audits and inspections of the District’s records for all services pursuant to this Agreement. District agrees to retain its records within the boundaries of Harris County, Texas or to make the records available in Harris County within three (3) business days of the County’s request in either physical or electronic form, at District’s discretion. Any Audit shall be limited to records related to District’s transactions with County only.

iv) Bills. District shall promptly pay when due, all amounts owed by District to any Subcontractors or suppliers performing portions of the work.

8) GRANT FUNDS AND LIMIT OF APPROPRIATION

A) District understands and agrees, said understanding and agreement being also being of the absolute essence of this contract, that the total maximum compensation that District may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to District hereunder shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Nine Thousand Seven Hundred Fifty and No/Dollars ($69,750.00) the amount contained in the Purchase Order issued by the Harris County Purchasing Agent, the amount which is expected to be available pursuant to the award of the Grant Funds. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County’s liability under the terms and provisions of the Master Agreement is limited to this sum. When all the funds so certified are expended, District’s sole and exclusive remedy shall be to terminate the Master Agreement.

B) Where Grant Funds are used for a purchase, the County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. District further agrees to reimburse the County, within thirty (30) days after written notice, for any Grant Funds received from the County under the Agreement for which the County is denied reimbursement under the Grant or which are otherwise determined to be ineligible for reimbursement under the Grant.

C) In order to be eligible for payments under the Grant, District agrees to comply with all of the applicable terms and requirements of the Grant, including but not
limited to the requirements in TCEQ Grant Contract No. 582-14-40130 and Texas Uniform Grant Management Standards.

D) Federal Grant Regulations require that District pay all suppliers and subcontractors performing services under this Master Agreement, within thirty (30) days of receipt of payment from the County.

F) The Parties understand that payment obligations created by this Master Agreement are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) and appropriated for the payment of such obligations under the Grant. In the event these Grant Funds are discontinued or reduced during the Master Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Master Agreement upon mutually acceptable terms, District’s sole and exclusive remedy shall be to terminate this Master Agreement. The County obligation to make any payments under the Master Agreement using Grant Funds is limited to the amount of Grant Funds received. District agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Master Agreement.

G) District understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Master Agreement District knows that the funds available will not cover the cost of the Services, District shall notify the County immediately.

H) Subject at all times to the availability of Grant Funds and the County’s right to withhold payment of any questionable charges, the County shall pay each such undisputed invoice in accordance with Texas state law.

9) COMPLIANCE AND STANDARDS

A) District represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. District shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and District’s performance to be rendered hereunder. District represents that District and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
B) District agrees to keep confidential the contents of all its discussions with County officials to the extent allowed under state and federal law. District agrees to keep confidential the contents of all County records and all other information obtained during District’s performance of Services under this Agreement. District shall not release any confidential information unless the County in writing or a court order, authorizes the District to release specific information to any third parties.

C) District shall not access any information it is not authorized to receive, nor shall District copy, recreate, or use any proprietary information obtained in connection with this Agreement other than for the performance of this Agreement.

D) District shall not divulge or otherwise make use of the trade secrets or other confidential information, procedures, or policies of any former employer, contractor, client, or customer in the performance of this Agreement. Neither shall District copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.

E) District warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, District warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that District has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

F) **Lobbying**: District shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the Agreement term funding to District exceeds $100,000.00, District shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” District warrants and represents that District shall ensure that any Personnel providing Services under this Agreement are in compliance with this paragraph as well.

G) District shall not enter into any subcontract, contract agreement, purchase order or other arrangement (“Arrangement”) for the furnishing of any portion of the materials, SOW, Services or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of District, unless such
Arrangement has been approved by County, after full disclosure in writing by District to County of such affiliation or relationship and all details relating to the proposed Arrangement. “Affiliated Entities” means business concerns or individuals if, directly or indirectly--

a) Either one controls or can control the other; or  
b) A third party controls or can control both.

Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.

H) District will maintain compliance with the Payment Card Industry Data Security Standards in all District owned systems, networks, or hosts that interface with County-owned systems. District acknowledges that confidential information is the sole property of the County and District agrees to protect and secure the information from unauthorized access.

I) Conflict of Interest: District warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, District warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that District has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

J) Whistleblower Protection Act: District understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on District employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. District shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. District shall insert the substance of this clause; paragraph J (“Whistleblower Protection Act”), in all subcontracts providing services under this Agreement.

K) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement
and County may make such examinations, studies, and audits at any time whether before or after payment. District shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of District’s backup and support data for billings, and District shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

L) District agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq; 40 CFR 15.61 and 49 CFR Part 18. District agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to TCEQ and the appropriate EPA Regional Office. The District also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with TCEQ funding.

M) The District agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The District agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to TCEQ and the appropriate EPA Regional Office. The District also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with assistance provided by TCEQ.

N) District shall include these requirements of this Article in any subcontract for Services under this Agreement.

10) AUDIT RIGHTS

A. Audit Rights. The District shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The District's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

B. Record Retention. The District agrees to retain within the boundaries of Harris
County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The District will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

11) **INDEMNIFICATION**

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWSOEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL PROJECT ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

DISTRICT SHALL HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL THIRD-PARTY CLAIMS AND LIABILITY TO THIRD PARTIES DUE TO ACTIVITIES OF DISTRICT, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THE AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT, UNLESS ARISING FROM A PRODUCT, SYSTEM, OR PROCESS SPECIFIED BY THE COUNTY; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, UNLESS ATTRIBUTABLE TO COUNTY'S FAILURE TO FULFILL ITS PAYMENT OBLIGATIONS AS TO UNDISPUTED AMOUNTS; OR ANY WASTE, FRAUD, OR ABUSE AS DEFINED BY THE APPLICABLE GOVERNMENTAL LAWS, RULES, ORDERS, OR REGULATIONS; COMMITTED BY DISTRICT OR BY ANY PERSON EMPLOYED BY DISTRICT, OR DISTRICT’S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH DISTRICT EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS.

DISTRICT SHALL ALSO HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MIGHT BE INCURRED BY THE INDEMNIFIED PARTIES, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE INDEMNIFIED PARTIES AS THE RESULT OF SUCH ACTIVITIES BY DISTRICT, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH DISTRICT EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS
EMPLOYEES OR AGENTS, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERMS “THIRD PARTY” AND “THIRD PARTIES” SHALL INCLUDE DISTRICT’S OFFICERS, AGENTS AND EMPLOYEES.

THE DISTRICT IS ASSUMED TO BE FAMILIAR WITH AND AT ALL TIMES SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, COUNTY AND CITY LAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THE SERVICES, AND SHALL INDEMNIFY AND SAVE HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF, OR FAILURE TO COMPLY WITH ANY SUCH LAWS, ORDINANCES, OR REGULATIONS, BY THE DISTRICT OR ITS EMPLOYEES, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL, EXCEPT TO THE EXTENT SUCH VIOLATION OR FAILURE IS ATTRIBUTABLE TO COMPLIANCE WITH THE CONTRACT DOCUMENTS FURNISHED BY THE COUNTY OR TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS.

NOTWITHSTANDING ANY OF THE PREVIOUS LANGUAGE, THE COUNTY RESERVES THE RIGHT TO BE INDEPENDENTLY REPRESENTED BY THE ATTORNEY OF ITS CHOICE AT THE COUNTY’S EXPENSE.

12) INSURANCE

A) Public Liability Insurance

District agrees to require its District/sub-Districts to carry adequate Public Liability Insurance in the amounts required by State law. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the County under the laws of the State of Texas. At present, such amounts are as follows:

- Bodily injury or death, per person $100,000
- Bodily injury or death, per occurrence $300,000
- Property damage, per occurrence $100,000

District understands that such insurance amounts shall be revised upward at the County’s option and that District shall cause its Contractor to revise such amounts within thirty (30) days following notice to District of such requirements.

B) Worker’s Compensation Insurance
District shall cause its Contractor to furnish the County with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers’ Compensation Insurance in the amounts required by State law, covering any and all employees active in the Program funded under this Agreement.

Accordingly, if District has obtained worker’s compensation insurance coverage through self-insurance, as provided by Texas Labor Code § 406.003, such documentation of self-insurance shall be provided to the County prior to, or with the submission of, the first reimbursement request.

C) Documentation of Insurance Coverage

District shall cause its Contractor to submit to the County documentation that its Contractor has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder. County will be listed as an additional insurance on all insurance policies.

D) Payment and Performance Bonding

District shall cause its Contractor to furnish the County with Certificate of Insurance as proof that it has obtained and paid for a certificate of Payment Bond and Performance Bond, as required by State law. County shall be listed as a third party beneficiary of the bond. District shall ensure the Contractors keep their bonds current for the duration of the term of the Agreement.

13) NO FEDERAL EXCLUSION

A) District warrants that neither District nor any of its owners, officers, directors, employees, or principals (collectively “Principals”), is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:

i) Is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal and/or state health care programs or in federal and/or state procurement or non-procurement programs. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or

ii) Has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

B) District agrees to report immediately to the Director if either District or any of its Principals become an “Ineligible Person” during the term of this Agreement.
C) District warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. District must immediately notify the County of any such exclusion or suspension. District warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. District warrants and represents that no person who has an ownership or controlling interest in District’s business or who is an agent or managing employee of District has been convicted of a criminal offense related to involvement in any federal program.

14) TAXES AND CHARGES
A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to District upon request.

B) The County is neither liable for any personal property taxes, charges, or fees assessed against District nor obligated to reimburse District for any taxes, charges, or fees assessed against District for the supplies provided or any Services rendered.

15) AUDIT RIGHTS; RECORD RETENTION
A) **Audit Rights.** District shall cooperate to the fullest extent with any and all federal, state, local, or County audits of this Project, including outside firms hired by the County for audit purposes. District’s cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that pertain to this Project and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of the Project or the funds applicable to the Project.

B) **Record Retention.** District agrees to retain for six (6) years after the completion of the Project, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Project. District will retain and make available, and insert the requisite clause in each applicable subcontract requiring its
subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Project.

C) District additionally agrees to preserve for a period of at least six (6) years after the termination or expiration of the Agreement, accurate and complete records relating to the performance of the SOW, completion of each Milestone set forth therein, and the total amount billed for each Milestone or Deliverable. Any Subcontract or other agreement entered into on the basis of cost plus a fee shall contain the same obligations to retain records and cooperate with audits.

D) Records, Drawings and Specifications; Document Preservation. District shall maintain in a safe place, one record copy of all Change Orders, SOW, SOV, Project Timeline, written amendments, work change directives, field orders and written interpretations and clarifications in good order and annotated to show all changes made during the performance of the Services. These documents will be available to the County for reference.

E) The County and the County's accountants shall be afforded access to the District's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project including but not limited to information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form (the "Records"), related to the Agreement or the District's performance of the Agreement during normal business hours and in Harris County as kept on site with District's Project Manager or within three (3) days of the County's written request for those Records, which may be provided in electronic format at District’s discretion, for the purpose of auditing costs charged by District to County. County’s audit rights shall extend throughout the Project and until two (2) years after the date of Final Payment. During this time period, County shall have the right to recover any overpayments, incorrect charges, or any amount inadvertently paid by the County because of accounting errors or charges not in conformity with or not authorized in the correct amount by this Agreement. The District agrees that such amounts are due to the County upon demand.

16) SUCCESSORS AND ASSIGNS

A) The County and 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.

B) Neither the County nor District shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

17) NO THIRD-PARTY BENEFICIARIES

A) The County is not obligated or liable to any party other than District for the performance of this Agreement.

B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

C) 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.

18) APPLICABLE LAW AND VENUE

A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).

B) This Agreement is governed by the laws of the State of Texas.

C) The exclusive forum for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Texas.

D) The exclusive venue for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

19) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY; LIMIT ON LIABILITY

A) 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.

B) 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.

C) 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 under the Texas Constitution or the laws of the State of Texas.

D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

20) CONTRACT CONSTRUCTION

A) 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.

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

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

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

21) WAIVER OF BREACH

A) Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

B) In order for a waiver of a right or power to be permanently effective, it must be in writing and signed by the waiving Party. An effective waiver of a right or power shall not be construed as either.

22) 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 and copyright provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

23) **ENTIRE AGREEMENT; MODIFICATIONS**

A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

24) **TEXAS PUBLIC INFORMATION ACT**

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”). The Parties will comply with requests to either Party under the Texas Public Information Act.

25) **NOTICE**

A) 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 at the following addresses. If mailed, 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:

| To District (including legal notice): |
| Energy Corridor District |
| Two Eldridge Place |
| 757 North Eldridge Parkway, Suite 700 |
| Houston, Texas 77079 |
| Attn.: Clark Martinson, Executive Director |

| To County: |
| Harris County Judge’s Office |
| 1001 Preston, Suite 911 |
| Houston, Texas 77002 |
| Attn.: Ronnie James |
B) Either Party may designate a different address by giving the other Party ten (10) Calendar Days written notice.

26) PUBLIC CONTACT

A) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County.

B) Under no circumstances, except in consultation with its attorneys, shall District release any material or information developed in the performance of this Agreement without the express written permission of the County.

27) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

28) EXECUTION

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.
ENERGY CORRIDOR DISTRICT
By: ___________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________

HARRIS COUNTY
By: ___________________________
By: ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: ___________________________
Amy Samples
Assistant County Attorney
C.A. File 16GEN1216
Exhibit A

Proposed Bus Stop Improvements

<table>
<thead>
<tr>
<th>METRO Stop ID*</th>
<th>Corresponding # on Map (Attachment A)</th>
<th>Location</th>
<th>Proposed Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11809</td>
<td>1</td>
<td>Westbound Park Row and Park &amp; Ride Drive</td>
<td>Install concrete slab, shelter with bench, trash can</td>
</tr>
<tr>
<td>8993</td>
<td>2</td>
<td>Northbound SH-6 and Grisby</td>
<td>Install concrete slab and bench</td>
</tr>
<tr>
<td>11814</td>
<td>3</td>
<td>IH-10 at Addicks-Howell</td>
<td>Install concrete slab and bench</td>
</tr>
<tr>
<td>11815</td>
<td>4</td>
<td>Eastbound Grisby at Addicks-Howell</td>
<td>Install concrete slab, shelter with bench, trash can and 5-ft wide, 245-ft long sidewalk on west side of Addicks-Howell from Fortsmith to Grisby, and connect to new shelter</td>
</tr>
<tr>
<td>8933</td>
<td>5</td>
<td>Eastbound Memorial Drive and Memorial Mews Street</td>
<td>Install concrete slab, shelter with bench, trash can</td>
</tr>
<tr>
<td>8084</td>
<td>6</td>
<td>Southbound Dairy Ashford at Barryknoll</td>
<td>Install concrete slab and bench</td>
</tr>
</tbody>
</table>
Exhibit B

Proposed Bus Stop Locations for Improvements

(Follows Behind)
Exhibit C

Project Budget

(Follows Behind)
Energy Corridor Farmers Market Manager
(part-time, seasonal, contract)

Job Description:

The market manager ensures the smooth operation of the Energy Corridor Farmers Market every week. He or she will manage the entire cycle of operation of a farmers market including management of the facility or space, supplies, new programs, and oversight. The Market Manager must be available every Saturday January – June and September – 1st weekend in December.

Performs duties under the general direction of the Governing Committee and Communications and Outreach Coordinator of the Energy Corridor District.

Duties:

On market day, the market manager will:

- Coordinate setup of vendors for best traffic flow
- Assist in setup and teardown of the market
- Collect vendor fees
- Staff the Welcome booth
- Ensure appropriate standards and safety

During the week, the market manager will:

- Create the weekly email newsletter and social media
- Determine upcoming market day’s vendors for planning purposes
- Coordinate events to increase traffic to the market
- Coordinate volunteers for market day
- Field calls from potential and existing vendors as well as customers
- Make site visits to new vendors if needed

Required Qualifications:

Excellent communications skills, both written and oral.

Ability to plan and organize work, analyze problems and identify solutions. Must be detail oriented.

Cash handling or retail experience required. Must be dependable.
Desired Qualifications:

Knowledge of or interest in farmers markets, local food, agriculture, and/or entrepreneurship.

Conditions of Employment:

Work Schedule: 8:00AM – 2:00PM on Saturdays. This time period is critical to the weekly operation. Approximately 5-10 hours of unscheduled and flexible hours outside of Market Day operation time.

Market runs from January through June and September through the 1st weekend in December.

Position is paid on a contract-only basis at $20/hour for up to 10 hours. Requires some physical labor.

To apply, send resume and optional cover letter to smcdonner@energycorridor.org
Ellen L. Dortenzo
13339 Somersworth Dr, Houston, TX, 77041, (724)516-4568
Lndortenz@yahoo.com

OBJECTIVE: To work as the Energy Corridor of Houston’s Farm Market Manager

SUMMARY: Excellent written, oral and interpersonal communication skills
Great attention to detail and organization
Experience working on farms and at farmers’ markets
Excellent customer service skills

EDUCATION: Bachelors of Arts in History (QPA 3.37)
Edinboro University, Edinboro, PA
Graduated May 2012

EMPLOYMENT: Barista, February 2015 to October 2015 and December 2016-Present
Beans Café Coffeehouse, Houston, TX
- Provide customer service while aiming to deliver a consistent product
- Provide product knowledge on a continually evolving inventory
- Listen and relate customer wants to product availability
- Work in a team based environment

Bank Teller, February 2014 to October2014
Northwest Savings Bank, Warren, PA
- Assist customers in conducting financial transactions
- Provide information and assistance to answer customers’ questions
- Responsibly handle company funds and consumer confidentiality

Field Assistant and Sales Representative, April 2013 to November 2013
Busti Cider Mill Farm, Busti, NY
- Performed fieldwork, greenhouse maintenance and crop management
- Prepared produce for sale at market, whole sale and CSA pickup
- Worked as both a team and independently to accomplish tasks
- Sold products and managed the farm stand at local farmers’ markets

Dietary Aid, December 2012 to April 2013
Warren Manor, Warren, PA
- Assisted in serving residents with various dietary needs
- Worked independently and as a team to complete tasks
- Followed strict protocol for food prep and cleaning regiments

Assistant Manager and Farm Hand, June 2012 to November 2012
Edible Earth Farm, Tionesta, PA
- Oversaw two employees in daily fieldwork, harvesting and market prep
- Preformed field and greenhouse work in all weather conditions
- Oversaw packaging and storage of products for market, wholesale and CSA deliveries
ACTIVITIES:  Phi Alpha Theta member, National History Honors Society
             Iota Iota Iota member, Women’s Studies Honor Society


COMPUTER SKILLS:  Microsoft Word, Power Point, Excel, Facebook, Instagram

References available upon request
January 11, 2017

Sarah McDonner  
Communications and Outreach Coordinator  
Energy Corridor District  
757 N. Eldridge Pkwy  
Suite 700  
Houston, TX 77079  
smcdonner@energycorridor.org

Dear Mrs. Sarah McDonner,

I am writing to you with interest in the position of Market Manager for the Energy Corridor Farmers Market. Attached you will find my resume and qualifications which I hope you find adequate for the job.

In 2008, a farmer in my home town offered me a job to pick strawberries. That evening of picking strawberries evolved into a six-year stint in which I worked on organic and naturally grown vegetable farms in Pennsylvania and New York.

During those six years, I had the privilege to see the innerworkings of both new and established farms. I was able to drive tractors, plant and harvest hundreds of pounds of food, and work with and inform the public on what it was they were eating. Markets were one of my favorite aspects of farming, as you got to meet your clientele, receive immediate feedback on your product, and participate in the exchange of ideas and recipes. I believe my knowledge and experience of farms and farmers’ markets will go a long way to serve both the customers and vendors of the Energy Corridor Farmers Market.

In addition to my experience farming, I have worked in customer service as both a bank teller and barista. As a bank teller, I was trusted with company funds, customer confidentiality, and was held to high standards for customer service; as they were awarded the JD Power award. This position demanded organization, problem solving, interpersonal communication, and attention to detail. While it may be arguable that finances are more serious than coffee, as a barista, my standards on customer service, organization, and attention to detail remain the same.

I also possess a B.A. in History, a degree in which attention to detail, problem solving, and organization are key skills. Through much research and writing, I developed a strong writing ability, one in which I feel will serve the future Energy Corridor Farmers’ Market newsletter well.

I am confident that my knowledge of farming, markets, and customer service will be of value to serve the Energy Corridor community. Please feel free to contact me at (724) 516-4568 with any questions or to arrange an interview. Thank you for your time.

Sincerely,
Ellen L. Dortenzo

References available upon request
BUILDING BLOCKS OF A BICYCLE FRIENDLY BUSINESS

While no two BFBs are exactly alike, below we’ve listed the key actions taken by most successful businesses in the program.

A Bicycle Friendly Business:

» Is easily accessible by bike
» Is a champion for bicycling in their community
» Offers convenient, secure bike parking
» Provides end-of-trip facilities for bicyclists
» Offers incentives to bicycle commuters
» Provides access to shared bicycles
» Fosters a positive internal bike culture
» Celebrates Bike to Work Day and Bike Month

» Supports local, state, and national bike advocacy
» Offers classes on bicycle safety and maintenance
» Shares bicycling information and resources with employees and guests
» Tracks data related to bicycling
» Has dedicated staff focused on bicycle-friendly improvements
» Sets measurable goals to increase bicycling rates

See the following pages for a menu of detailed recommendations to become more bicycle-friendly.
WE STRONGLY ENCOURAGE YOU TO USE THE FOLLOWING FEEDBACK TO BUILD ON YOUR MOMENTUM AND IMPROVE YOUR WORKPLACE FOR BICYCLISTS. There may also be initiatives, programs, and facilities that are not mentioned here that would benefit your bicycling culture, so please continue to try new things to increase your ridership, safety, and awareness — and let us know about it.

KEY STEPS TO GOLD:

» **Expand your end-of-trip facilities for bicycle commuters, including showers, storage lockers, and secure bike parking**

» **Increase incentives for bicycle commuting, tied to days or miles ridden**

» **Add on-bike safety and cycling skills classes to your educational offerings.**

**Engineering**

» Work with your landlord or building manager to provide shared facilities such as indoor bike parking, a permanent fixit station, or locker rooms and showers, for all tenants of your building to enjoy. You also have the opportunity to partner with neighboring tenants on bicycle-related classes and events, such as a Bike to Work Day breakfast, or a bike safety Lunch and Learn.

» Work to remove or reduce barriers to bicycling, and to improve conditions for bicyclists on the roadways around your workplace. Reducing speeds and adding bike lanes or separated bicycle facilities are just a few of the ways your community can make the roads around your business more welcoming for bicyclists. Use the League’s Bicycle Friendly Community program and resources to make these improvements: http://bikeleague.org/community.

» As a local government agency, you can be a role model to local businesses as a bicycle-friendly employer, in addition to making the broader community more bicycle-friendly for all residents. Work with your Chamber of Commerce or local business association to encourage other employers in your community to become bicycle-friendly. Use the League’s Bicycle Friendly Community program (http://bikeleague.org/community) to further improve conditions for bicyclists throughout your community, including the roads directly around all city government buildings. Ensuring that bicycle access to government buildings is convenient, safe, and welcoming for government employees, visitors, and residents, is a great way to increase ridership and to lead by example.

» Organize a volunteer opportunity for your employees, such as a bike trail clean-up day or a bicycle donation drive. Contact your local bicycle advocacy group to find out if there are existing volunteer opportunities that your workplace can participate in, or if they are interested in working with you to develop a new volunteer opportunity. This a great way to support bicycling in your community, showcase your organization as a model Bicycle Friendly Business, and foster camaraderie among your employees.

» Send someone from your business to attend the National Bike Summit in March to advocate to Congressional lawmakers on behalf of bicyclists. The National Bike Summit is the premier bike advocacy event of the year, and for over a decade it has helped increase investments in bicycling at the federal, state, and local level. Showing decision makers on Capitol Hill that communities and businesses in their district care about bicycling sends a powerful message. Learn more about the National Bike Summit at http://bikeleague.org/summit.

» Provide bike parking in a more secured area such as a bike cage, locked bike room, or in an area with video surveillance, to ensure the safety and security of your employees’ bicycles. Particularly if bikes are left unattended for more than a few hours, offering a secure storage option will provide peace of mind to your employees and visitors.

» An on-street bike corral could be a great way to increase the amount of bike parking around your business. Contact your community’s planning or transportation
departments to find out if one of the on-street vehicle parking spots near your business entrance can be converted to bike parking. Ten bicycles can be parked in a single car parking space – a great way to increase capacity and bring in more business!

» Increase the convenience and security of your bike parking by ensuring that it is visible from the main entrance of your business, or provide way-finding signage to help guests and newcomers locate it. Improving the visibility of your bike parking is also a great way to remind others that they can bike to your business next time.

» Increase the safety, security, and convenience of your bike parking by ensuring that all bike racks are well-lit at night.

» Free access to showers are a wonderful luxury for employees who bike. One of the most common excuses people use to not commute by bike is that they do not have a way to clean up before work. Providing showers is an illustration that you support active lifestyles, and they are also great for lunchtime runners/walkers, or those using a nearby gym. If providing showers is difficult for your business, consider offering a discounted gym membership so that employees may use nearby facilities. Again, make sure to provide showers as a benefit, not as an additional cost to employees.

» Provide free storage lockers for cyclists to keep personal belongings during the workday. We recommend ventilated lockers of at least 18 inches in width so that you can comfortably fit a helmet.

» Create a toolkit with bike repair tools and supplies at your business. A bicycle repair station (a bike stand and basic bike tools) is a great way to support employees that ride. Extra tubes, tire levers, a pump with a gauge, a set of allen wrenches, and a bike work stand is all it takes to address most simple repairs on a bike. You could also consider identifying a dedicated bike maintenance person that can assist employees with minor repairs and help keep the tools organized.

If there is not a bike-mechanic enthusiast on staff, consider purchasing a do-it-yourself bike maintenance book to help employees. Consider the Complete Guide to Bicycle Maintenance and Repair for Road and Mountain Bikes [Paperback] by Jim Langley from Bicycling Magazine.

» Install a public bicycle repair station for basic bike repairs outside your business. A public bicycle repair station is a great way to show your support for bicycling and help out every employee, visitor, and passer-by on a bike. Access to an air pump and basic tools can often mean the difference between someone riding their bike home or pushing it there in frustration.

Encouragement

» Great job offering some incentives for your bicycle commuters. Consider increasing the value of your bicycle-related benefits, or making them available to more people to encourage bicycling even more. Below are some ideas for more ways you could incentivize bicycling at your business. Feel free to get creative in combining or altering these ideas, and talk to your employees about what kinds of benefits would really motivate them to ride more often. Be sure to offer positive encouragement tools to reward both new and existing bicyclists.

» Partner with a local bike shop to bring a mechanic to your business at least once a year to perform on-site tune ups for employees.

» Reward your employees for biking by providing direct cash incentives, such as a set number of cents or dollars per mile ridden or per days commuted, to each employee who bikes to work.

» Provide non-cash incentives for bicycle commuters, such as healthcare discounts, time off rewards for miles ridden, bike gear, or discount coupons for local shops. The more they ride, the higher the rewards.
As part of your company's broader health and wellness initiatives, work with your health insurance provider to offer discounts or added wellness benefits to bicycle commuters.

Offer the Bicycle Commuter Tax Benefit to your employees. Since 2009, bicycling has been on the list of qualified transportation fringe benefits covered in section 132 (f) of the Internal Revenue Service Code, which means a business can reimburse employees up to $20 per month ($240 per year) for riding their bike to work! For more information on the benefit, visit www.bikeleague.org/content/bicycle-commuter-benefit.

Even without using the official Bicycle Commuter Tax Benefit, you can still make biking more cost effective for your employees by reimbursing bicycle-related commuting expenses directly. A commuter reimbursement program can help cover expenses such as the purchase of a bike, helmet, lights, lock, replacement parts, or services such as annual tune-ups.

Partner with a local bike shop to offer your employees discounts on bicycle-related goods and services. This can include discounted tune-ups, gear, tools, accessories, or even discounts on bikes.

If funding for incentives is limited, consider offering a monthly or quarterly raffle for cash or non-cash prizes, where an employee is entered once for each day or mile that they bike to work. This may still provide a strong motivator for your employees, without the expense of rewarding each individual. Prizes can include bike gear, paid time off, discounts or gift cards to local businesses, and more.

Encourage your employees to participate in local bike races or charity rides by reimbursing their entry fees.

A more casual dress code is a good way to enable more people to bike to work. While not every business can allow a casual dress code at work, you might consider creating a policy for a relaxed dress code on Bike to Work Day every year. If you have a Casual Friday policy in your office, consider using that weekly occasion as an excuse to encourage more employees to ride when they already plan to dress down for work.

Great job offering shared bicycles at your business! Make sure your bikes are well-advertised so that everyone on staff knows exactly how to take advantage of this great employee and guest perk. Encourage staff who don't commute by bike to use shared bikes for daily errands, to get some quick exercise during the workday, or a relaxing ride during their lunch break.

Participate in the National Bike Challenge as a workplace, or create a team and invite colleagues to join. Learn more at www.nationalbikechallenge.org.

Congratulations on celebrating Bike to Work Day! Here are some additional ideas for you to make the day even more effective in encouraging ridership and building bike culture at your business.

Congratulations on promoting Bike Month! Consider making an even bigger impact with the ideas below. See http://bikeleague.org/bikemonth for more information.

Organize fun, social bike rides for staff throughout Bike Month to invite new audiences and introduce riders to new routes and destinations.

Provide employees and guests with a calendar of existing Bike Month events taking place in your community, and encourage them to participate. Search for events in your community at: http://bikeleague.org/bikemonth.

Support the local bicycling community by sponsoring an existing bike club or team outside the company. Find a list of existing bike clubs in your community at http://bikeleague.org/bfa/search/map?bfaq=77079.

Education

Great job offering classes related to bicycling at your workplace! Here are some recommendations to expand and improve your educational offerings, both to reach more people and cover more topics.
When it comes to bike classes, there’s nothing better than getting people outside on a bike to experience safe riding techniques first-hand. Even if it’s just doing drills in your parking lot, consider offering on-bike classes with optional rides afterwards, to get new riders more comfortable on a bike.

A hands-on workshop is a great way to bring bike maintenance education to your business, and can be a fun team-building exercise for your staff. Team with a local advocacy group, bike shop, or a League Cycling Instructor to organize a hands-on workshop on topics such as basic bike maintenance, cleaning a bike frame, and changing a flat tire.

Increase the number of classes you offer each year to ensure that all employees have the opportunity to attend. If your staff size is too small to need a regular schedule of classes, consider opening up these classes to your neighbors, guests, or the general public. Hosting a bicycling skills, commuter, or maintenance class open to the broader community is a great way to lead by example as a Bicycle Friendly Business. Consider getting creative with the classes offered, such as through lunch-and-learns, hands-on workshops, or as part of a regularly scheduled bike ride.

In addition to classes, here are some ideas for ways to share bicycling information at your workplace. Get creative and seek input from your employees about how they’d like to receive information, and what topics would be most helpful for them!

The League offers a series of educational videos that can easily be downloaded and shared online. Topics range from How to Choose a Bike to proper steering, signaling, and intersection positioning on a bike. Use these videos internally to educate your staff on bicycling basics before a group ride, or as a prerequisite to checking out a company-owned loaner bicycle. Or, make these videos available on your website and share on social media to promote bike safety education to customers and the general public. View and download the videos at: http://bikeleague.org/ridesmartvideos.

If you don’t already, consider offering copies of the League of American Bicyclists’ Smart Cycling Quick Guide to your employees, customers, and guests. These full-color pocket-sized educational booklets are a great resource for basic bike safety information, and can be purchased online in English and Spanish. Learn more at http://www.bikeleague.org/quickguide.

Create a permanent display area to share bicycling information with employees and guests. Permanent signage can range from way-finding signage that points out amenities such as an indoor bike room or repair tools, or informational signage announcing programs and services, such as regular bicycling classes, events, or rides.

Incorporate bicycle-related content into your company orientation or hiring packet for new employees. Include local bicycling information such as recommended bike routes, nearby bike shops, and rules of the road, in addition to company-specific information such as instructions to sign up for your bicycle commuting incentive program(s), location of amenities like bike parking and showers, and a calendar of annual biking events and classes. This is a great way to recruit new members for company-wide group rides, bike clubs, or an employee bicycle advisory committee. Be sure to also let all new employees know who in your business to speak to if they have questions about bicycle commuting or feedback on how to improve their bicycling experience at your business.

Make sure bikes are regularly on the agenda for any staff meetings that take place in your business. Timely announcements as well as occasional reminders about existing resources or programs are great to bring up to keep employees well-informed.

Below are some ideas of topics you could promote and share information on throughout your business, using the methods described above.

Education on bicycling is not only important for bicyclists but for all road users - including motorists. Include information on how to share the road with
bicyclists and the importance of not driving distracted in your employee manual, intranet, information board, or newsletter. This will help bring awareness to all employees, cyclists and non-cyclists alike, on how to keep the roads safer for everyone.

» Help your employees and guests decide what type of bicycle to purchase by offering purchase and fitting information and resources. Bring in someone from a local bike shop for an informational lunch-and-learn, and provide resources and information for commuters on your intranet site. Check out "Bike Comfort" at http://bikeleague.org/content/smart-cycling-tips-o.

» A common excuse for not commuting by bike is the need to bring children to or from school. Help eliminate this barrier to bicycling by connecting your employees and guests to family biking resources, and educate them on how to incorporate the right gear and techniques into their bicycling lifestyle for a more convenient, family-friendly transportation option.

» Engage your employees in business-wide efforts to increase ridership by publicizing your goals and metrics related to bicycling. Seeing how their transportation decisions fit into larger organizational goals may be motivating for your employees. See the Evaluation and Planning section for more information about metrics and goals.

Evaluation & Planning

» Gather more data on bike use at your business. Quantifying your number of daily bike commuters can help the business to better understand demand for amenities such as bike parking, and can also help benchmark and track changes in ridership following investments in bicycle facilities and programs. In addition, the number of miles ridden by your staff can be translated into amount of CO₂ saved, calories burned, and weight loss, all of which can be very powerful numbers to help promote bicycling. A more detailed cost savings analysis can provide your company with startling information about the benefits to your bottom line. Information such as reduced sick days, lower health care costs, and reduced parking and maintenance costs are invaluable in building the case for bicycling at your business.

» Recruit volunteers to conduct occasional bike counts, either by counting the bikes parked at your business, or by watching a nearby road or intersection during rush hour to count bicycles in use around your business.

» Set an ambitious, attainable target to increase the percentage of trips made by bike in your workplace. Goal-setting can help keep your eye on the prize and gives your company specific goals to work towards. Whether it is an overall percentage increase in ridership each year, increased participation on Bike to Work Day, or getting more employees on your bicycling listserv, set a goal so that you have something to target and to celebrate.

WE VALUE YOUR PARTICIPATION IN THE BICYCLE FRIENDLY AMERICA PROGRAM and look forward to working with you to improve your workplace for bicyclists.

Frequently it is assumed that once a business applies to the Bicycle Friendly America program it becomes a member of the League of American Bicyclists. In truth, you now belong to a network of bicycle-friendly organizations that The League maintains and fosters but membership to the League is not a component or a requirement of the BFB program.

IF YOU WOULD LIKE TO SUPPORT THE LEAGUE’S MISSION of creating a Bicycle Friendly America for everyone, you can find corporate membership information at: www.bikeleague.org/content/corporate-membership or contact membership@bikeleague.org.
We thank you for considering membership in the West Houston Association. Information provided here is confidential and is not given, sold or in any other way distributed to a third party.

The Energy Corridor District

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<td>757 N. Eldridge Parkway Suite 700</td>
<td><a href="mailto:cmartinson@energycorridor.org">cmartinson@energycorridor.org</a></td>
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Please Answer These Questions:

If You are a Developer/Land Owner:

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If You are a Professional Services Firm:

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<td>Industrial/Undeveloped</td>
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Located in West Houston
☐ Yes ☐ No

Years in West Houston:

Nature of Business:

☐ Headquarters ☐ Subsidiary

☐ Branch ☐ Other:

Total Employees in West Houston/Houston:

12

By-Laws require applicants to have a Board of Directors sponsor. Please indicate the name of your sponsor. Please contact our offices for details of this requirement.

Brandon Kerr

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Sponsor’s Name & Signature

If accepted as a member of the West Houston Association, I agree, as a representative of my firm, to pay the yearly fee assessed by the Board of Directors and will appoint myself and/or other representatives to serve on at least one of the standing committees or subcommittees of the Association for as long as we remain members.

Clark Martinson

March 3, 2017
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<tr>
<th>Print Name of Applicant (Primary Contact)</th>
<th>Applicant Signature</th>
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**West Houston Association**  
Leadership in Quality Growth for Greater West Houston Since 1979

2017 Membership Application