

**MINUTES OF THE MEETING  
OF  
MONTROSE MANAGEMENT DISTRICT  
BOARD OF DIRECTORS**

**September 10, 2012**

**Determine quorum; call to order.**

The Board of Directors of the Montrose Management District held a meeting on Monday, September 10, 2012, at 12:00 p.m. Noon at 401 Branard Street, 2<sup>nd</sup> Floor, Room 106, Houston, TX 77006, inside the boundaries of the District, and open to the public. Chairman Wynn called the meeting to order at 12:08 p.m., and the roll was called of the duly appointed members of the Board, to wit:

Position 1: Claude Wynn, <i>Chairman</i>	Position 9: Kathy Hubbard, <i>Treasurer</i>
Position 2: Dana Thorpe	Position 10: Michael Grover
Position 3: Randy Mitchmore, <i>Vice Chairman</i>	Position 11: Bobby Heugel
Position 4: Cassie Stinson, <i>Secretary</i>	Position 12: Brad Nagar, <i>Ass't Secretary</i>
Position 5: Lane Llewellyn	Position 13: Tammy Manning
Position 6: Nebo Bandovic (pending)	Position 14: David Robinson
Position 7: Vacant	Position 15: Randall Ellis
Position 8: Robert Jara	

and all of the above were present with the exception of Directors Heugel, Hubbard, Jara, Llewellyn and Manning, thus constituting a quorum. Also present at the meeting were Bill Calderon, Susan Hill, Josh Hawes and Ray Lawrence, all of Hawes Hill Calderon, L.L.P.; Clark Lord, Bracewell & Giuliani, L.L.P.; Patricia Hall, Equi-Tax, Inc.; and Darrell Hawthorne, Municipal Accounts and Consulting, L.P. Others present at the meeting were Officer Victor Beserra, Houston Police Department; Michael Griffin, Concerned Business Owners of Montrose; and Robin Foster, The Examiner News Group.

**Approve minutes of meeting held August 13, 2012.**

Upon a motion duly made by Director Mitchmore and being seconded by Director Grover, the Board voted unanimously to approve the minutes of its meeting held on August 13, 2012.

**Receive public comments.**

There were no public comments.

**Receive Nominating Committee report and take action on recommendations regarding nominees for vacant and expired positions.**

Chairman Wynn asked Committee Chair Mitchmore brief the Board. Director Mitchmore distributed a "List of Proposed Nominees for Vacant and Expired Board Positions Expiring on June 1, 2015," dated September 10, 2012, hereby attached as Exhibit A. He said that a total of six Board positions would be filled, with two directors reappointed and four new Board members named. Director Mitchmore made a motion to approve the list of nominees with the exception of the proposed candidate for Board Position 6. Director Nagar seconded the motion. Director Mitchmore explained that Position 6 Board candidate has already been approved by the Board and that the candidate also needs to be apprised of the Board's attendance requirements before his name is included on the proposed slate of directors. Director Mitchmore reviewed the background and experience of each of the proposed, new Board candidates. Mr. Calderon explained the City Council approval process for the selection of Board members. It was noted that Board members continue to serve until their replacements are named. The Board voted unanimously to approve the Nominating Committee's recommendations regarding nominees for vacant and expired Board positions. Chairman Wynn added that several other Board positions will expire in June, 2013, and he asked Board members to begin considering potential prospects for Board service.

**Receive District's Monthly Assessment Collection Reports and Billing and Assessment Summaries, Lawsuit and Arbitration Status Details, and Delinquent Assessment Reports.**

Ms. Hall presented the Report. She reported that the 2011 assessments are 96% collected to date on the East side of the District and 97% collected on the West side of the District. She said there are no properties with uncertified 2011 property values within the District. She also noted that the District's Top Ten Assessment Payers and the Ten Largest Delinquent Accounts are listed in the Board agenda materials, as well as a status report on delinquent accounts including lawsuit and arbitration details. There was discussion about the collection status of the property located at Dunlavy and West Alabama, and Ms. Hall agreed to research the matter. No action was taken.

**Receive and consider Montrose Management District's monthly financial report and pay invoices.**

Mr. Hawthorne reviewed the financial statements included in the Board agenda materials. Upon a motion duly made by Director Stinson and being seconded by Director Nagar, the Board voted unanimously to approve the Montrose Management District's monthly financial report and pay invoices.

**Receive Executive Director's Monthly Report on District initiatives.**

Mr. Calderon addressed the Board and asked that the Security Patrol Activity Report for the month of August, 2012 be considered out of sequence at this point in the meeting, due to time constraints on the part of Officer Beserra. Officer Beserra then reviewed the Report.

He said that 74 total arrests were made last month, of which 14 were felony arrests. No action was taken.

Mr. Calderon announced that a calendar of monthly committee meeting times and dates is now posted on the District's website. He said that the Marketing and Business Relations Committee is actively working on the District's participation in the upcoming Italian Festival. He said that work is underway with the District's online blogger with regards to interviewees for the 'My Montrose' series. He reported that the ongoing mixers hosted by the Recycling Subcommittee are proving popular with area businesses and that the next event will be hosted at Director Mitchmore's office on September 27, 2012.

Mr. Calderon reported that representatives of the Mobility and Visual Improvements Committee met recently with Houston City Councilmembers Ellen Cohen and Stephen Costello, and a representative from Houston City Councilmember Melissa Noriega's office, to discuss Montrose Boulevard in terms of its inclusion in the Rebuild Houston Program. Mr. Dan Krueger, City public works and engineering director, also attended the meeting. Following discussion, City Councilmember Cohen invited the District to provide additional information about Montrose Boulevard with regards to reconsideration for inclusion in the Rebuild Houston initiative.

There was discussion about a potential new townhome development on the property adjacent to Peggy H. Shiffick Park at 700 Bomar. Directors Robinson and Nagar explained concerns.

Mr. Calderon also reported that Mobility and Visual Improvements Committee members met with TxDOT representatives regarding re-lighting of the five bridges over U.S. Highway 59. He said that TxDOT officials agreed to consider the District's request to assume responsibility for the project and that a proposal to TxDOT is being presented today for the Board's consideration.

He said that a proposed Interlocal Agreement is also being presented today for the Board's consideration with regards to the District's participation in the Harris County Community Protection Program.

Mr. Calderon said that the Business and Economic Development Committee will meet on the fourth Wednesday of each month at noon at Traditions Bank. Mr. Lawrence then provided a brief overview of the August 22, 2012 Committee meeting.

The Event Planning Subcommittee has met twice recently, Mr. Calderon reported. The subcommittee is considering possible events such as "Shop the Curve" and / or "Montrose Market Days." A recommendation to retain an event coordinator may be forthcoming.

The Marketing and Business Relations Committee is working on updates to the Marketing Plan, according to Mr. Calderon. The District's website developer was in attendance at the recent Committee meeting. Consideration is being given to organizing an Ambassador Program in order to strengthen and enhance communications with area businesses.

Mr. Calderon said that the street sweeping services are going well. However, parked vehicles are an issue in terms of the street sweepers obtaining direct curb access. Director Stinson indicated that Ms. Melanie Curry at the City of Houston has been helpful to other groups on parking-related issues and that Ms. Curry might be a useful resource in this matter. No action was taken.

**Consider authorizing the Executive Director to submit a proposal to TxDOT related to re-lighting the bridges over US Hwy 59.**

Mr. Calderon distributed a proposed "TxDOT Bridge Lighting Proposal" in conjunction with re-lighting the bridges over U.S. Highway 59, dated September 11, 2012, hereby attached as Exhibit B. He said that a recent meeting with TxDOT officials was positive with regards to the District's request to take a lead role on the re-lighting project, and he recommended that the Board approve the proposal. Chairman Wynn agreed that the TxDOT meeting was productive. Upon a motion duly made by Director Robinson and being seconded by Director Stinson, the Board voted unanimously to authorize the Executive Director to submit a proposal to TxDOT related to re-lighting the bridges over U.S. Highway 59.

**Consider recommendations from the Public Safety Committee related to:**

**Patrol Activity Report for the month of August.**

The August, 2012 Patrol Activity Report was presented earlier in the meeting.

**Consider Interlocal agreement between the Montrose Management District and the Office of the Harris County District Attorney for targeted enforcement initiatives, in an amount not to exceed \$60,000.**

Mr. Calderon distributed copies of a document titled, "Interlocal Agreement – The Harris County Community Protection Program," dated September 10, 2012, hereby attached as Exhibit C. He presented an overview of the program and said other management districts have found it to be quite successful in terms of resolving nuisance abatement issues. Director Grover voiced concerns that the program constitutes a duplication of services that are already provided by both the City and the County and that property owners could be wrongfully forced into payment of costly fines and expensive evictions of tenants as a result. Chairman Wynn said that the District would enter into the agreement on a trial basis. He said the program would result in a greater level of neighborhood protection and that specific nuisance abatement actions would occur in a more expeditious timeframe than is currently customary. Upon a motion duly made by Director Nagar and being seconded by Director Thorpe, the Board voted to approve the Interlocal Agreement between the Montrose Management District and the Office of the Harris County District Attorney for targeted enforcement initiatives, in an amount not to exceed \$60,000. Director Grover voted against the motion. The motion passed.

**Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney to discuss litigation, and matters related to the same.**

The Board did not convene in Executive Session.

**Reconvene in Open Session and authorize appropriate action by legal counsel related to Item #11 on the agenda.**


No action was taken.

**Announcements.**

Director Robinson announced that Texas State Senator John Whitmire will meet with area constituents on Tuesday, September 25, at 7:00 p.m. at the Cherryhurst Community Center.

**Adjourn.**

There being no further business to come before the Board, Chairman Wynn adjourned the meeting at 1:31 p.m.

  
Secretary, Board of Directors  
Montrose Management District



**List of Exhibits:**

Exhibit A: "List of Proposed Nominees for Vacant and Expired Board Positions Expiring on June 1, 2015," dated September 10, 2012

Exhibit B: "TxDOT Bridge Lighting Proposal," dated September 11, 2012

Exhibit C: "Interlocal Agreement – The Harris County Community Protection Program," dated September 10, 2012

## NOMINATING COMMITTEE REPORT

The Nominating Committee recommends approval of the following candidates for vacant and expired positions:

Position 6	Nebo Bandovic (previously approved by the board)
Position 7	Ryan Haley
Position 8	Steve Madden
Position 13	Tammy Manning
Position 14	David Robinson
Position 15	Dan Leverett

Upon board approval, these nominees will be presented to the Mayor and Houston City Council for final approval. Their terms will expire on June 1, 2015.

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**INTERLOCAL AGREEMENT**  
(The County Attorney Community Protection Program)

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**1. PARTIES**

- 1.1 Parties. The Parties to this **Interlocal Agreement** (this "Agreement") are **Harris County** (HARRIS COUNTY), on behalf of Office of Harris County Attorney (THE COUNTY ATTORNEY), **International Management District, East Aldine Management District, and Montrose Management District**, each a municipal management district created by special act of the Legislature as a governmental agency and political subdivision of this state located entirely in Harris County (collectively, THE DISTRICTS).

**2. PURPOSE**

- 2.1 Service Description. Municipal management districts, such as THE DISTRICTS promote economic development and public welfare within their boundaries. They are charged with promoting the health, safety, and general welfare of residents. THE DISTRICTS have areas in which certain property owners or others, tolerate illegal activities on their property and otherwise disregard the law concerning matters which impact the health, safety, and general welfare of propoerty owners in THE DISTRICTS. The Office of the Harris County Attorney is actively involved in community protection activities and employs attorneys, paralegals, and other staff whose primary duties are devoted to these matters. The Office has developed expertise in utilizing its power of civil enforcement to persuade and compel property owners to obey county regulations and state law and thereby enhance the economic development of the owners of property in THE DISTRICTS. To enable the Harris County Attorney to devote more resources to community protection activities, pursuant to Local Gov. Code 375.281 & 092(i), THE DISTRICTS and HARRIS COUNTY are entering into a contract for increased civil enforcement in targeted areas of THE DISTRICTS. The County Attorney will also coordinate and facilitate interaction and efforts with appropriate law enforcement agencies, to include the Harris County District Attorney, the Harris County Sheriff, Harris County Constables, municipal law enforcement agencies, state and federal agencies, and other resources as appropriate and required.

**3. THE COUNTY ATTORNEY'S REPRESENTATIONS**

- 3.1 Applicable Expertise. THE COUNTY ATTORNEY and the person executing this Agreement on behalf of THE COUNTY ATTORNEY certify and represent that THE COUNTY ATTORNEY (including THE COUNTY ATTORNEY's agents, employees, volunteers, and subcontractors as applicable) possess(es) the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement with no disruption of service delivery.

**4. SCOPE OF SERVICES**

- 4.1 Specific Work, Products, Services and/or Deliverables. THE COUNTY ATTORNEY shall furnish the work, products, services and/or deliverables as outlined in **Attachment A**, which is attached and incorporated in this Agreement.

**5. REQUIREMENTS**

- 5.1 Independent Contractor. THE DISTRICTS expect THE COUNTY ATTORNEY to meet the high standards set forth in this Agreement and looks to THE COUNTY ATTORNEY for results only. Unless otherwise required by law or regulation, THE DISTRICTS shall not direct the methods used to obtain those results and THE COUNTY ATTORNEY shall perform the services as an independent contractor under the sole supervision, management, direction, and control of THE COUNTY ATTORNEY. As an independent contractor, THE COUNTY ATTORNEY will accept any directions issued by THE DISTRICTS pertaining to the goals to be attained and the results to be achieved, as applicable pursuant to

this Agreement, but THE COUNTY ATTORNEY shall be solely responsible for the manner in which THE COUNTY ATTORNEY will perform the services under this Agreement. THE COUNTY ATTORNEY is not obligated to maintain any set, regular hours, in fulfilling the obligations under this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. The personnel and staff of THE COUNTY ATTORNEY are independent contractors or employees of HARRIS COUNTY and are not for any purposes considered employees or agents of THE DISTRICTS. THE COUNTY ATTORNEY assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and THE COUNTY ATTORNEY shall remain solely responsible for the supervision, daily direction and control, payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.

5.2 Employee Retention.

5.2.1. THE COUNTY ATTORNEY agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel THE COUNTY ATTORNEY assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they are to perform. If specific qualifications are set forth in job descriptions required by the funding entity and/or in this Agreement, only personnel with the required qualifications will be assigned by THE COUNTY ATTORNEY to fill functions unless a written waiver is granted. Notwithstanding transfer or turnover of personnel, THE COUNTY ATTORNEY remains obligated to perform all duties and responsibilities under this Agreement without degradation and in accordance with the terms of this Agreement.

5.2.2. The County Attorney will assign one attorney with no less than seven years experience substantially all of whose duties will be those described in the Scope of Services; in addition, THE COUNTY ATTORNEY will assign one legal assistant, approximately one-half of whose duties will be those described in the Scope of Services. THE COUNTY ATTORNEY will provide THE DISTRICTS with the name and contact information of such attorney, who shall be available on a regular basis for conferences with the individual designated by THE DISTRICTS pursuant to Sec. 5.6.

5.3 No Subcontracts. Unless otherwise explicitly set out in this Agreement, HARRIS COUNTY shall not enter into any subcontract for the work, products, services and/or deliverables under this Agreement without prior written approval from THE DISTRICTS. To obtain written approval, THE COUNTY ATTORNEY must submit a written request for approval that includes the qualifications of the subcontractor to perform and meet the standards of this Agreement.

5.4 Applicable Laws. Each party shall comply (and assure compliance) with all applicable state, federal, and local laws, ordinances, rules, regulations, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change, and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective.

5.5 No Conflicts. THE COUNTY ATTORNEY will not represent THE DISTRICTS in any matter the COUNTY ATTORNEY determines to be adverse to HARRIS COUNTY.

5.6 Case Priorities. THE COUNTY ATTORNEY will be guided by the enforcement priorities communicated from THE DISTRICTS. THE DISTRICTS will designate one or more individuals to communicate with the assigned COUNTY ATTORNEY personnel and to coordinate the activities of such personnel and THE DISTRICTS. The initial designees of THE DISTRICTS is written on Exhibit A, and may be changed by THE DISTRICTS by written notice to THE COUNTY ATTORNEY. The designee(s) of THE DISTRICTS will endeavor to provide substantially equal coverage of each of THE DISTRICTS with regard to services provided under this Agreement.

5.7 Nondisclosure and Confidentiality of Information. To the extent permitted by law, THE COUNTY ATTORNEY must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill THE COUNTY ATTORNEY's obligations under this Agreement, THE COUNTY ATTORNEY may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. THE COUNTY ATTORNEY and the person executing this Agreement on behalf of THE COUNTY ATTORNEY acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to THE COUNTY ATTORNEY for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of THE DISTRICTS and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, THE COUNTY ATTORNEY must (1) not access any information without express written authorization of THE DISTRICTS; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate THE DISTRICTS officials; (4) except to the extent required by law, necessary for the performance of this Agreement, or necessary for Medicaid or other insurance billing, not release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever (including any information relating to a client or the client's family who has been provided services pursuant to this Agreement) to outside parties without the express written consent of THE DISTRICTS; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information except to those who need to know such information and are obligated to maintain its confidentiality, including THE COUNTY ATTORNEY's partners, principals, representatives or employees as *necessary* to fulfill obligations under this Agreement; (7) notify THE DISTRICTS immediately of all requests for confidential information; and (8) immediately report to THE DISTRICTS all unauthorized disclosures or uses of confidential information.

## **6. AMOUNT AND BASIS FOR PAYMENT**

Specific Amount of and Basis for Payment. For and in consideration of the work, products, services and/or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, THE DISTRICTS agree to pay HARRIS COUNTY the annual sum of \$177,500.00 per year, which includes the cost of personnel and their benefits and \$10,000 in litigation costs. If litigation costs exceed the \$10,000, the County Attorney may invoice the Districts to reimburse Harris County for actual and reasonable litigation expenses. THE COUNTY ATTORNEY may increase the annual sum effective at the commencement of any renewal term, as provided for in Section 7.2, by the amount of any increase in salary or benefits paid by THE COUNTY ATTORNEY to the attorney designated under Section 5.2.2; provided that THE COUNTY ATTORNEY shall give written notice of any such increase to THE DISTRICTS at least 90 days prior to the commencement of the applicable renewal term.

THE DISTRICTS agree that they will each fund their equal share of the payments to THE COUNTY ATTORNEY under this Agreement, and will provide such funds to East Aldine Management District at least five days prior to the due date. East Aldine Management District agrees to make such payments timely to THE COUNTY ATTORNEY on behalf of itself and the other DISTRICTS.

## 7. TERM OF THE AGREEMENT

- 7.1 Time Period. The term of this Agreement shall start September 1, 2012 and end August 31, 2013, unless either party extends or terminates this Agreement in accordance with its provisions. Any work, products, services and/or deliverables provided outside the term of this Agreement shall not be considered to be under this Agreement
- 7.2 Renewal. THE DISTRICTS have the option to extend the term of this Agreement for three additional years, renewable for one year at a time from the prior term's end date upon the same terms and conditions and pricing as are provided for in this Agreement for the original term (unless the Parties agree otherwise in writing). THE DISTRICTS may exercise this option by giving written notice to THE COUNTY ATTORNEY of THE DISTRICTS' intent to extend the term for an additional year, such notice to be given at least 60 days prior to the expiration date of the currently effective agreement. The renewal shall not become effective until THE DISTRICTS have funded any financial obligation for the renewal, as evidenced by written resolution of each of THE DISTRICTS.

## 8. TERMINATION PROVISIONS

- 8.1 THE DISTRICTS or THE COUNTY ATTORNEY, upon 60 days notice to the other party, may terminate this contract for any reason.
- 8.2 Return of Documents after Termination. If permitted by law and any established ethical requirements applicable to specific professionals, THE COUNTY ATTORNEY shall deliver to THE DISTRICTS copies of all completed or partially completed data, information, and documents prepared under this Agreement on behalf of THE DISTRICTS. Within 10 business days after the effective date of termination, THE COUNTY ATTORNEY shall return to THE DISTRICTS all records, files, documents, notes and other items in THE COUNTY ATTORNEY's possession, if any, relating to any assignments or work that THE COUNTY ATTORNEY has undertaken or been given under this Agreement if permitted by law and any established ethical requirements applicable to specific professionals. **However, nothing in this section is intended to require THE COUNTY ATTORNEY to surrender THE COUNTY ATTORNEY's own records to THE DISTRICTS after termination.**

## 9. IMMUNITY

- 9.1 No Waiver of Governmental Immunity. No Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

## 10. MISCELLANEOUS

- 10.1 Notices to THE DISTRICTS. Any notice (or **billing invoice**) required or permitted to be given by HARRIS COUNTY or THE COUNTY ATTORNEY to THE DISTRICTS may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

East Aldine Management District  
International Management District  
MontroseMangement District  
c/o Executive Director  
PO Box 22167  
10103 FONDREN RD (77096-4556)  
HOUSTON TEXAS 77227-2167  
Fax: 713.595.1890

- 10.2 Notices to HARRIS COUNTY. Any notice required or permitted to be given by THE DISTRICTS to HARRIS COUNTY may be given by hand delivery, facsimile, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

First Assistant County Attorney  
Office of Harris County Attorney  
1019 CONGRESS ST FL 15  
Houston TX 77002-1799  
Fax: 713-755-1553

WITH A COPY OF THE NOTICE TO:

The Harris County Auditor  
1001 Preston Street, Suite 800  
Houston, TX 77002  
auditor@co.harris.tx.us

- 10.3 Receipt of Notice. Such notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 10.4 Change of Address. Either party may change its address for notice by giving the other party 30 days prior written Notice specifying the new address.
- 10.5 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, **this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature.** This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 10.6 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each party represents that he or she is duly authorized by the policy of the party's governing body to execute this Agreement on behalf of, the Party.

**HARRIS COUNTY**

By: \_\_\_\_\_  
Ed Emmett (date)  
County Judge

APPROVED BY:

\_\_\_\_\_  
Terrence L. O'Rourke (date)  
First Assistant County Attorney  
Office of Harris County Attorney

This Agreement shall be of no force or effect until approved in writing by the  
First Assistant County Attorney.

**EAST ALDINE MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_, 2012

ACKNOWLEDGED BY:

\_\_\_\_\_  
Secretary  
Date: \_\_\_\_\_, 2012

**INTERNATIONAL MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_, 2012

ACKNOWLEDGED BY:

\_\_\_\_\_  
Secretary  
Date: \_\_\_\_\_, 2012

**MONTROSE MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_, 2012

ACKNOWLEDGED BY:

\_\_\_\_\_  
Secretary  
Date: \_\_\_\_\_, 2012

## Attachment A

### SCOPE OF SERVICES

HARRIS COUNTY agrees to authorize THE COUNTY ATTORNEY to hire and/or assign at least one Assistant County Attorney and a legal assistant, as well as other supporting staff who will devote an appropriate percentage of their working time necessary to taking legal action to persuade and compel compliance with laws and regulations that impact the quality of life within THE DISTRICTS. Activities to be addressed are:

- Commercial establishments and multi-family residential complexes that meet the criteria for civil prosecution under Chapter 125 of the Texas Civil Practice & Remedies Code;
- Enterprises that operate without proper permits;
- Nightclubs and bars selling alcohol during prohibited hours and other violations of the Texas Alcoholic Beverage Code;
- Other violations of State and County laws and regulations relating to health, safety and welfare within THE DISTRICTS.

THE COUNTY ATTORNEY will also coordinate and facilitate interaction and efforts with appropriate law enforcement agencies, to include the Harris County District Attorney, the Harris County Sheriff, Harris County Constables, municipal law enforcement agencies, state agencies, and other counties as appropriate and required.

THE COUNTY ATTORNEY intends to assign one Assistant County Attorney and one paralegal to devote an appropriate amount of their working time necessary to fulfill the obligations of Harris County under this Agreement.

### CONSIDERATION FOR SERVICES

THE DISTRICTS shall pay HARRIS COUNTY the amount of \$177,500, which includes personnel costs and \$10,000 in litigation expenses, and the THE DISTRICTS shall make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

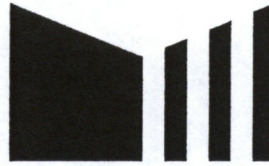
\$14,791.66	September 1, 2012
\$14,791.66	October 1, 2012
\$14,791.66	November 1, 2012
\$14,791.66	December 1, 2012
\$14,791.66	January 1, 2013
\$14,791.66	February 1, 2013
\$14,791.66	March 1, 2013
\$14,791.66	April 1, 2013
\$14,791.66	May 1, 2013
\$14,791.66	June 1, 2013
\$14,791.66	July 1, 2013
\$14,791.67	August 1, 2013

The monthly installment, are due and payable before 10:00 A.M. at the office of the County Treasurer, 1001 Preston Avenue, Suite 652, Houston, Texas 77002.

If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated.

THE DISTRICTS' initial designee for purposes of Sec. 5.6 for East Aldine and International Districts is David Hawes. For the Montrose Management District the initial designee is Bill Calderon.

Montrose Management District



September 11, 2012

Mr. Stuart Corder  
Texas Department of Transportation  
7600 Washington Avenue  
Houston, Texas 77007

RE: Bridge lighting proposal

Dear Mr. Corder,

Pursuant to the meeting held on August 29, 2012 at your offices, and discussions had on the question of re-lighting of the five bridges overpassing US HWY 59, we would like to reemphasize and reiterate the Montrose Management District's (the District) interest in taking responsibility for that project. We would welcome approval of an agreement between the District and TXDOT that would include the following elements:

**TxDOT Obligations:**

- Authorization from TXDOT for the District to design and install some form of LED lighting on the bridges, providing for review and approval of the lighting plans by TXDOT.
- Authorization from TXDOT to the District to contract for and manage the installation of the new lights on the bridges.
- Authorization for and commitment from TXDOT to actively support the District's solicitation of financial support for costs associated with the lighting project from any and all lawful sources.
- A commitment from TXDOT to use maintenance revenues to finance the costs associated with the lighting of at least one bridge, either by agreement to reimburse 100% of the actual costs, or by an advance funding agreement that would require payment of 100% of the estimated costs for lighting one bridge after lighting plans have been engineered and estimated.

- A commitment from TxDOT to share any and all relevant information that might be needed on the bridge as built design plans in order to properly facilitate the engineering of the new lighting plans.
- A commitment to consider additional funding of additional costs associated with the project from other TxDOT sources.

District Obligations:

- Commitment to finance costs associated with the design and engineering of the lighting plans.
- A commitment by the District to maintain the new lights on the Bridges for a period of no less than ten years.
- Commitment to seek funding from any lawful source to fund the costs of the project.

Providing the above is acceptable to TXDOT, please advise whether a dual execution of this letter suffices, or whether you will need a more formal agreement for approval by TxDOT. If so, we can certainly have our legal counsel set something up.

We appreciate TXDOT's support of our request and look forward to working through your office to get this exciting project done.

Respectfully,

Claude Wynn