

## SERVICE AGREEMENT

This service agreement (this "Agreement") is entered into on February 8, 2021 (the "Effective Date") by and between Harris County Municipal Utility District No. 136 (the "Owner" or "District") and Mpire Design Group (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 1.0.1. Services. Contractor shall perform website maintenance (the "Services") for the Owner from time to time as approved by the Board of Directors of the Owner (the "Board"), and Contractor shall be compensated for such services as approved by the Board. Contractor may not deviate from approved Services without prior consent. Approval of Services shall be evidenced by a written proposal, or service order, which shall include the service to be performed, the location and the fees. The current services as approved by Owner is attached as Exhibit A. Contractor shall be compensated for attending meetings and travel time, but only at the request of the Board, its Directors or Consultants.

The Effective Date of this agreement begins on the date stated above. During the term of this Agreement, Contractor or Owner may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to the Owner for approval in the form of a new proposal or service order.

All fees described in the proposal or service order shall include charges for labor, materials, equipment and any other items required to perform the work in the Services.

### II. COMPENSATION

Section 2.0.1. Payment for Services. Contractor shall submit a detailed invoice indicating the Services to be performed under the terms of this Agreement. Payment shall be made within forty-five (45) day of the invoice date. 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, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof.

### **III. INDEMNITY**

Section 3.0.1. Indemnity Terms. The Contractor, for itself and its successors and assigns, agrees to defend, indemnify and hold harmless the District and its officers, directors, representatives, and agents from every loss, damage, injury, cost, expense, claim, judgment, or liability of every kind or character (including specifically attorneys' fees, court costs and other expenses incurred in enforcing this indemnity provision), whether in contract, tort, or otherwise, which arise directly or indirectly from the contractor's willful, intentional, reckless or negligent (whether active, passive, or gross) acts or omissions related to or arising from this agreement. This indemnity and hold harmless provision will apply whether such acts or omissions are conducted by the Contractor or any subcontractor or agent of the Contractor.

This indemnity agreement is intended to meet the Texas "express negligence rule" because Contractor agrees that it applies and is enforceable even as to losses, damages, injuries, expenses, claims, causes of action, judgments or liabilities jointly or concurrently caused by the negligence or other fault of the District. The term "fault" in the previous sentence includes the violation or breach by the district of any common law duty, any term of this contract, or any statute or regulation.

This indemnification obligation is in addition to all other legal, equitable, or indemnification remedies available to the District. This indemnification obligation survives the termination or expiration of this Agreement.

Contractor does hereby waive, release and forever relinquish and discharge the District from all of Contractor's causes of action arising from bodily injury or death or damage to any property arising out of the work, regardless of whether the injury or damage is caused in full or in part by the negligence or other fault of the District.

### **IV. GENERAL CONDITIONS**

Section 4.0.1. Contractor Duties. Contractor covenants with the Owner to furnish its best skill and judgement 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. Contractor shall comply with all applicable laws in furnishing the services.

Section 4.0.2. 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 the 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 4.0.3. 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. If either party terminates this Agreement, the Owner will own the domain name and all content, however the website theme/template will remain the property of Contractor.

Section 4.0.4. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual consent of the Owner and Contractor.

Section 4.0.5. 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.

Section 4.0.6. Assignment. This Agreement may not be assigned without the written consent of the Owner.

Section 4.0.7. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforced in Harris County.

Section 4.0.8. 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 4.0.9. Severability. The provisions of the 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 4.0.10. Texas Code Acknowledgements. Contractor certifies and agrees that it (i) does not, nor will not so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, and (II) is not identified on a list prepared and maintained under Sections 806.051 or 2252.153, Texas Government Code.

Section 4.0.11. Records. Consultant agrees that all records of the District held by Consultant will be maintained according to the provisions of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each of equal dignity.

Agreed and accepted on the Effective Date.

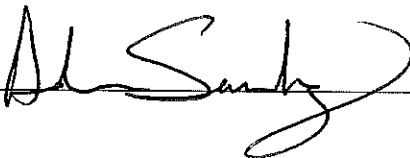
**Harris County Municipal Utility District No. 136**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Mpire Design Group**

By: Adrian Sanchez  \_\_\_\_\_

Title: Owner \_\_\_\_\_

Date: February 8, 2021 \_\_\_\_\_

**Exhibit A**  
**Approved Services**

Performed Monthly Website Maintenance:

1. Scheduled (Off-Site, Amazon S3) Backup
2. Security Scans
3. Website Plugin (Function) Updates
4. Website Core Updates

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

*Mpine Design Group Houston Tx US 1923 Ansburg dr*

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

*HCMVD 136*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

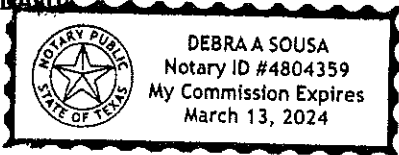
*HCMVD No. 136 Web 2021*

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<i>Mpine Design Group</i>	<i>Houston Tx US</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Adrian Sanchez*  
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *Adrian Sanchez*, this the *11th* day of *February*, 20 *21*, to certify which, witness my hand and seal of office.

*Debra A. Sousa* *Debra A. Sousa* *Notary*  
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**