

ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT FOR 2025

This Administrative and Management Services Agreement (this "Agreement") is entered into by and between the Brookshire-Katy Drainage District (the "District") and Fisk & Buller, LLC ("Consultant") effective October 1, 2025. The District is engaging Consultant to provide operations and management consulting services to the District in accordance with Exhibit A, General Services, of this Agreement (the "Services"). The District and Consultant agree that this Agreement constitutes the entire agreement between them.

I. SERVICES TO BE PROVIDED BY CONSULTANT. Pursuant to the terms and conditions set out in this Agreement, the District hereby engages Consultant, and Consultant agrees to perform the consulting services for the operations and management of the District, as provided in Exhibit A of this Agreement. Consultant shall perform or furnish the Services for the District as set out herein and will give professional consultation and advice to the District in his capacity as the Consultant.

II. COMPENSATION. The District agrees to pay Consultant for the Services a fixed fee of eleven thousand one hundred eighty-eight dollars (\$11,188.00) per month. In the event that the Effective Date of this Agreement is not on the 1st of the calendar month, the District shall pay Consultant a prorated fee based on the fixed fee and the number of days in the commencement month for the first month in lieu of the fixed fee. In the event that the Termination Date of this Agreement is not on the last day of the calendar month, the District shall pay a prorated fee based on the fixed fee and the number of days in the month for the termination month in lieu of the fixed fee. As an Independent Contractor, Consultant is solely and exclusively responsible for all taxes owed on the compensation paid under this Agreement, including without limitation all related interest, penalties and fines, and he fully understands that the District will make no withholdings on his behalf. In addition, the District will pay Consultant's actual out-of-pocket expenses reasonably incurred in the performance of the Services. All reimbursements for travel expenses outside the Waller County must be approved by the Board of Directors of the District (the "Board"). Consultant will invoice for such reimbursable expenses and shall provide to the District documentation sufficient to support such charges. Notwithstanding the foregoing, Consultant will not be paid for any amounts that exceed the amounts budgeted by the District for the Services and reimbursable costs unless such amount is approved in writing by the Board. Further, if Consultant does not perform all the Services as required by this Agreement, the District shall have the right to adjust the compensation to be paid to Consultant for such month.

III. BILLING AND PAYMENT. The District will pay Consultant monthly the fixed fee portion of the compensation hereunder within thirty (30) days of the District's receipt of an invoice from Consultant. The District will pay Consultant for the reimbursable expenses within thirty (30) days of the District's receipt of the invoice for such costs. The invoice must contain documentation of the reimbursable costs sufficiently detailed to allow the District to review, understand and approve each invoice. Entries with insufficient detail will not be approved or paid by the District.

IV. STANDARD TERMS AND CONDITIONS.

A. STANDARD OF CARE. Consultant's services shall be performed in accordance with the standard of professional practice ordinarily exercised by professional consultants who render the type of services to be provided hereunder at the time and within the locality where the Services are performed. Consultant and its employees shall follow the Rules of Conduct set out in Exhibit B, of this Agreement, while located at any District Facilities or representing the District in any capacity.

B. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the District.

C. DELAYS. If events beyond the control of the District or Consultant, including, but not limited to, fire, flood, explosion, riot, stroke, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay.

D. TERM. This agreement shall be in effect from October 1, 2025, and ending on September 30, 2026.

E. TERMINATION/SUSPENSION.

- (1) The District may terminate this Agreement upon thirty (30) days written notice to Consultant for any reason, with or without cause.
- (2) Consultant may terminate this Agreement upon ninety (90) days written notice to the District for any reason, with or without cause.
- (3) In the event either party defaults in its obligations under this Agreement (including District's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement after seven (7) days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued to completion. If such default is not remedied to the reasonable satisfaction of the non-defaulting party within 30 days, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.
- (4) Either party may terminate this Agreement upon ten (10) days written notice to the other in the event that such party becomes involved in a conflict of interest with the other party.

Copies of all completed or partially completed reports or any other document prepared by Consultant pursuant to this Agreement shall be delivered to the District within fourteen (14) days of the effective date of termination, at no additional cost to the District.

F. OPINIONS OF COST. The District acknowledges that any opinion of costs prepared by Consultant is supplied for the general guidance of the District only. Since Consultant has no control over competitive bidding, if required, or market conditions, Consultant cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the District.

G. RELATIONSHIP WITH CONTRACTORS. Consultant shall serve as the District's professional representative for the Services and may make recommendations to the District concerning actions relating to the District's contractors, but, unless specifically authorized by the District, Consultant disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of services by the other District contractors. Consultant must receive the approval of the District before hiring any contractor, subcontractor, or consultant in connection with the Services permitted or required by this Agreement. Such approval shall specifically set forth the compensation, if any, to be paid by the District to any such contractor, subcontractor, or consultant, and any compensation to be paid to Consultant in connection therewith. The District shall not be liable for any costs or fees incurred without such prior approval.

H. INSURANCE. Consultant shall be responsible for maintaining commercial general liability insurance with coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, provided that the total annual premium for such coverage is available in an amount not to exceed \$5,000.00. Consultant shall provide a certificate of insurance to the District evidencing such coverage and shall have the District named as an additional insured on such policy.

I. INDEMNITY PROVISIONS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (A) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FROM THE ALLEGED NEGLIGENCE, MISCONDUCT OR FAILURE TO ACT OF CONSULTANT OR ANY OF HIS AGENTS OR EMPLOYEES AND (B) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FOR THE ALLEGED NEGLIGENCE IN SUPERVISING OR FAILURE OF THE DISTRICT TO SUPERVISE CONSULTANT IN PERFORMING THE SERVICES HEREUNDER.

TO THE FULLEST EXTENT PERMITTED BY LAW, DISTRICT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT AND HIS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FROM THE ALLEGED NEGLIGENCE, MISCONDUCT OR FAILURE TO ACT OF DISTRICT OR ANY OF ITS AGENTS OR EMPLOYEES, EXCEPT AS SPECIFICALLY PROVIDED IN THE FOREGOING PARAGRAPH OF THIS SECTION.

J. OWNERSHIP OF PROJECT DELIVERABLES. Original documents, plans, designs, and survey notes belong to and remain the property of the District, provided that Consultant has received full compensation due pursuant to the terms of this Agreement. With the District's written consent, Consultant may retain reproducible copies of such documents at Consultants sole cost and expense. Consultant shall not reuse any such deliverables without the prior written consent of the District.

K. INDEPENDENT CONTRACTOR. In the performance of work or services herein agreed to, Consultant shall be deemed an independent contractor, and any of his employees performing work required hereunder shall be deemed solely employees of Consultant or his subcontractors where appropriate. Consultant is responsible for all taxes on the compensation he receives under this Agreement, and he is not eligible to participate in any employee benefits plans offered by the District to its employees. In the event that any compensation under this Agreement is subsequently determined by the Internal Revenue Service or any other authority to be taxable as wages and the District is required to pay employment taxes on such amounts, or related interest, penalties or fines, Consultant shall immediately reimburse the District for the entire amounts assessed against the District.

L. ADDRESS OF NOTICE AND COMMUNICATIONS. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any Party must be in writing and shall be given by depositing the same in the United States mail postpaid, return receipt requested, or by delivering the same to an officer of such Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

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| If to the District | The Brookshire-Katy Drainage District P.O. Box 608 Brookshire, Texas 77423 Attn: President |
| With copy to: | Andrew P. Johnson Attorney at Law 2929 Allen Pkwy. Suite 3150 Houston, Texas 77019 |
| If to the Consultant: | Fisk & Buller LLC P.O. Box 53 Pattison, Texas 77466 |
| With copy to: | Corinne H. Vahalik Vahalik & Vahalik, P.C. P.O. Box 730 Brookshire, Texas 77423 |

M. ADDRESS CHANGE. By giving to the other parties hereto at least thirty (30) days written notice, the parties hereto shall have the right at any time during the term of this Agreement to change their respective addresses to any other address within the United States of America.

N. COMPLIANCE WITH ALL LAWS. Consultant, in the performance of the Services hereunder, will comply at all times with all applicable laws, rules and regulations applicable to Consultant and to the District.

O. CONFLICTS OF INTEREST. Consultant agrees that neither he nor his employees, will knowingly become involved in any conflict of interest with the District and that if such a conflict of interest arises, he and his employees shall, upon discovery of the same, promptly disclose such conflict to the District. In the event the District believes a conflict has arisen, it shall promptly notify Consultant of such issue in writing. Consultant shall have ten (10) business days to either resolve the conflict or convince the District that there is no conflict. In the event Consultant and the District do not agree as to whether or not a conflict exists, the opinion of the District prevails, and the District may terminate this Agreement upon ten (10) days written notice without having to prove an actual conflict.

P. NONEXCLUSIVITY. The District understands and agrees that Consultant may provide services to other entities as long as such other work does not violate any provision of this Agreement or any other obligation owed to the District by Consultant.

Q. DISCLAIMER OF POLITICAL SUPPORT OR AFFILIATION. The District expressly disclaims any political support of or affiliation with Consultant. Further, the District hereby prohibits the expenditure of any District funds, directly or indirectly, including any costs to reimbursed to Consultant on any political candidate, party, organization or activity.

R. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

S. ASSIGNMENT. Except for assignments resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

T. NO WAIVER. No waiver by either party or any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

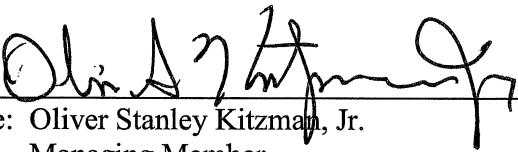
U. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the District's contractors, if any.

V. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

Consultant's Signature Page

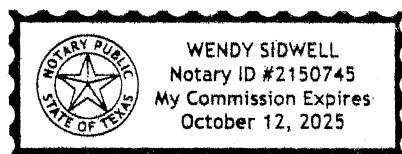
SIGNED AND AGREED this 25th day of August, 2025.

FISK & BULLER, LLC
a Texas Limited Liability Company

By: 
Name: Oliver Stanley Kitzman, Jr.
Title: Managing Member

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on the 25th day of August, 2025,
by OLIVER STANLEY KITZMAN, JR., managing member of FISK & BULLER, LLC, on behalf
of said Limited Liability Company and in the capacity stated.





Notary Public in and for
The State of Texas

Printed Name: WENDY SIDWELL

My Commission expires: 10-12-25

District's Signature Page

ATTEST:

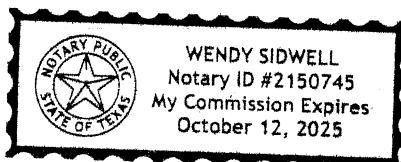
By: 
Name: DAVID WELCH
Title: Secretary

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: 
Name: ARNOLD ENGLAND
Title: President

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the 25th day of August, 2025,
by ARNOLD ENGLAND, President of the BROOKSHIRE-KATY DRAINAGE DISTRICT, on behalf
of said corporation.



Wendy Sidwell
Notary Public in and for
The State of Texas

Printed Name:

WENDY SIDWELL

My Commission expires: 10/12/2025

EXHIBIT A

General Services

Services to be provided by Consultant and its employees include but are not limited to the following:

1. Carry out and enforce the polices of the Brookshire-Katy Drainage District Board of Supervisors (the "Board");
2. Oversee all aspects of the operation for the Brookshire-Katy Drainage District (the "District");
3. Supervise all of the employees of the District;
4. Provide and ensure logistical support for the employees of the District in the performance of their duties;
5. Ensure that the District operates in a safe, ethical, legal, and fiscally responsible manner;
6. Evaluate the needs of the District and to coordinate, as necessary, with the Board, employees, and others to act upon the needs of the District;
7. Lead and participate in the strategic and long-range planning for the District
8. Prepare and present the annual budget for the District;
9. Research and present the annual tax rate recommendations to the Board;
10. Ensure the fiscal discipline of the District within the annual budget;
11. Prepare and present policy changes of the District for the Board's consideration;
12. Approve purchases for the daily operation of the District below the amount of five thousand dollars (\$5,000.00). Any amount above five thousand dollars (\$5,000.00) will require approval by at least two Board members or the majority of the Board as required by law;
13. Coordinate purchase of major equipment (tractors, vehicles, etc.) for the District;
14. Perform annual evaluations, or any other evaluations deemed necessary, on all employees of the District and recommend to the board any personnel actions;
15. Oversee the maintenance and operation of the District's physical property including equipment and facilities;

16. Provide vision, oversight, and guidance for the District's maintenance and construction projects;
17. Oversee the physical security of the District's assets;
18. Oversee the cyber security of the District's electronic assets;
19. Represent the District and negotiate on behalf of the District with other governmental and private entities;
20. Act as the senior District official with anyone, private or public, needing to do business with the District; and
21. Promote good will between the District and the community and other governmental entities.
22. Sign and execute documents on behalf of the District as general manager, but not as an employee of the District.

EXHIBIT B

Rules of Conduct

While contracted with Brookshire-Katy Drainage District (the “District”) Consultant and its employees shall at all times conduct themselves in a professional and appropriate manner. Consultant and its employees are expected to exercise sound judgement about how they conduct themselves and follow the following rules of Rules of Conduct.

The following shall constitute a violation of the District’s Rules of Conduct:

1. Violation of the District’s policies prohibiting harassment and/or discrimination, failing to cooperate in an investigation, or engaging in retaliation.
2. Rudeness to district employees, supervisors, the Board of Supervisors, third parties, or members of the public.
3. Use of District vehicles, equipment, supplies, and/or goods for any purpose other than District business.
4. Falsification of records including, without limitations, resumes, time cards, driving records and/or licenses.
5. Disclosing information or confidential business information of the District to unauthorized persons.
6. Neglect or inattention to job responsibilities and assignments.
7. The unlawful manufacture, distribution, dispensing, possession, sale, or use of alcohol, controlled substances, drugs and/or inhalants during working hours, on the job, on any location in which work is being performed, and/or on District property.
8. Reporting to work under the influence of illegal drugs and/or alcohol or consuming illegal drugs and/or alcohol during work hours, on the job, or on District property.
9. Abuse, misuse, and/or waste or destruction of District vehicles, equipment, supplies, or goods.
10. Creating or contributing to unhealthy, unsanitary, or hazardous conditions which could cause harm to District employees, co-workers, clients or the public.
11. Failure to follow or violating safety rules and/or safety practices.
12. Engaging in disorderly conduct or abusive language.
13. Fighting, threatening, intimidating, attempting bodily harm or injury, or interfering with the work of others or the activities of the public.
14. Insubordination or refusal to follow lawful instructions or to perform designated work.
15. Theft, vandalism, dishonesty, or unauthorized removal or use of District property.

16. Failure to immediately report an accident which occurs on the job or by use of any District vehicle, equipment, or property.
17. Excessive personal use of personal or District electronic communication systems, including but not limited to phone, e-mail and/or internet services, or use of District electronic communication systems in violation of the Communications System Policy.
18. Unlawful possession of firearms, handguns, or deadly weapons during working hours, on the job, on any location in which work is being performed, and/or on District property.