

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF  
LEAGUE CITY, TEXAS**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Interlocal Agreement (the “Agreement”) is made and entered by and between Harris County, Texas (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and the City of League City, Texas (the “City”), a home-rule municipality under the laws of the State of Texas, acting by and through its City Council, and pursuant to the Interlocal Cooperation Act, TEX. GOV’T CODE ANN. §§ 791.001 – 791.030. The County and the City are referred to herein collectively as “Parties” and individually as a “Party.”

***Recitals***

The City desires Harris County’s assistance in purchasing certain materials, goods or services.

Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts (“Vendors”).

Harris County agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government.

***Terms***

I.

The County agrees to supply the City with information concerning contracts the County currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the County currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate the City to purchase any materials, goods, or services from any particular Vendor. The County shall not, under any circumstances, be obligated to procure any materials, goods, or services for the City nor to include the City in any procurement effort. The County reserves the right, in its sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or approval of the City. The County owes the City no obligation whatsoever for the use of Harris County’s contracts. The City owes no compensation to the County for the use of its current

executed contracts. The City shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of Harris County contracts through the utilization of this Agreement.

## II.

Each Vendor, in its own discretion, must agree to allow the City to purchase materials, goods, or services under the contract between the Vendor and the County. The following language shall be included in each contract the City enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using a Harris County executed contract with Vendor, subject to the following.

Vendor has the right to refuse the City's request to use Harris County's contract;

If Vendor agrees to contract with the City using the Harris County contract, then all materials, goods, or services purchased under the Agreement between the City and Vendor shall be in accordance with the current Harris County contract;

The City shall have no authority whatsoever to change any terms, conditions, or pricing in any Harris County contract;

Vendor shall bill the City directly for any and all materials, goods, or services purchased by the City;

Vendor shall look only to the City for any and all compensation owed for purchases made by the City under the Harris County contract; and

Vendor shall settle any and all disputes with the City concerning any purchases made by the City. Harris County shall not be a party to any dispute between Vendor and the City, nor be responsible in any way for the acts or omissions of the City.

## III.

All the materials, goods, or services procured using the County contracts shall be procured by the City in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, TEX. LOC. GOV'T CODE ANN. §§ 252.001, *et. seq.*, as amended.

## IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or

waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the City shall be handled between the City and Vendor. Vendors shall bill the City directly for all materials, goods, or services ordered by it. The City understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, *et. seq.*, as amended.

V.

**TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE CITY, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE CITY OR BY ANY PERSON EMPLOYED BY THE CITY, OR THE CITY'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL. THE CITY SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY HARRIS COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON HARRIS COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CITY, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.**

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, 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). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

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

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

VII.

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

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

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Harris County shall have the right to immediately terminate this Agreement upon a material breach by the City, which shall include but not be limited to noncompliance with Article II.

Any Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Parties to this Agreement. The obligations of the City to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the County contracts, until performed or discharged by the City.

IX.

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 personally delivered to the address below, 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 Harris County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) 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 the City:                   The City of League City  
  300 V. Walker St.  
  League City, TX 77573  
  Attn: R. Mark Rohr

To Harris County:

Harris County Purchasing Agent  
1001 Preston, Suite 670  
Houston, Texas 77002  
Attn: Nancy Garcia

Any Party may designate a different address by giving the other Party ten (10) days written notice.

X.

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.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

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 the Agreement.

THE CITY OF LEAGUE CITY, TEXAS

HARRIS COUNTY

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

Name: R. MARK ROHR  
CITY MANAGER

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

ED EMMETT  
COUNTY JUDGE

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

VINCE RYAN  
COUNTY ATTORNEY

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

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

Philip Wayne Evans  
Assistant County Attorney  
C.A. File 14GEN0811

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS       §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2014 with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: \_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF LEAGUE CITY, TEXAS**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Recitals***

1. The City of League City, Texas (the "City") desires Harris County's assistance in purchasing certain materials, goods or services.
2. Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts.

3. Harris County agrees to allow the City to utilize its current contracts in order to increase the efficiency and effectiveness of government pursuant to the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. §§ 791.001 – 791.030.
4. Both Parties wish to enter into such Interlocal Agreement.

**Now, therefore, be it Ordered by the Commissioners Court of Harris County:**

1. That the recitals are true and correct.
2. That County Judge Ed Emmett be, and is hereby, authorized to execute for and on behalf of Harris County an Interlocal Agreement with the City of League City, Texas, to provide assistance in the purchasing of certain materials, goods, or services pursuant to the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. §§ 791.001 – 791.030. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.