

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HOUSTON
COMMUNITY COLLEGE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through its Texas A&M Agrilife Extension Service – Harris County ("Extension Service"), and Houston Community College ("HCC"), pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq.* The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS the Extension Service provides outreach and continuing education programs and services to the residents of Harris County;

WHEREAS the Extension Service will provide the position of a key person, County Extension Agent - Horticulture, for adapting the Texas Certified Landscape Professional ("TCLP") certification from independent study of materials and online testing to in-person delivery with corresponding in-depth experiential learning activities at HCC, Extension Offices and field sites, private sector work and nursery sites, and Sam Houston State University laboratories and field sites, hereinafter referred to as "CEA Hort";

WHEREAS, pursuant to Texas Agric. Code 43.033, the County may support such a program of the Extension Service;

WHEREAS HCC is affiliated with the Extension Service and desires to fund, at least in part, the position of CEA Hort at the Extension Service;

WHEREAS both Parties agree that all funds used under this Agreement shall be from current fiscal funds;

WHEREAS, the Commissioners Court of Harris County, Texas has determined, and hereby determines that it is advisable for the County to participate with the Extension Service and HCC in the program.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

AGREEMENT

1) CEA HORT RESPONSIBILITIES

- A) The CEA Hort shall dedicate 73.5 work days (588 work hours) over the 3-year term of this Agreement.
- B) Serve as Co-Project Director (“Co-PD”) of the Workforce Development for Urban Landscape and Lawn Care grant project (“WFD-Houston”).
- C) Coordinate all activities with Project Director (“PD”) of WFD-Houston grant project, Dr. Mehmet Argin.
- D) Coordinate and facilitate the review of the TCLP manual with Co-PD of WFD-Houston grant project Mark Hainline at SHSU for in-person delivery.
- E) Teach the TCLP certification at HCC.
- F) Assist Co-PD, Paul Winski, with connecting and continually liaising with the landscape industry in the Greater Houston Area.
- G) Coordinate and communicate with Co-PD of WFD-Houston grant project, Paul Winski, who will be adapting and teaching the Texas Certified Landscape Associate (“TCLA”) for in-person delivery.
- H) Promote internships with Extension Service and with landscape companies in the Greater Houston Area.
- I) The position of CEA Hort at the Extension Service will report to and be under the direction of the Harris County Extension Director (currently David D. Wright).

2) COMPENSATION AND USE OF FUNDS

- A) HCC shall pay Extension Service the total sum of \$35,997.36 divided as follows:
 - i) Year 1 (06/01/2024 - 05/31/2025) \$11,999.12 paid by October 30, 2024, for 24.5 total days (196 total work hours) dedicated to HCC
 - ii) Year 2 (06/01/2025 - 05/31/2026) \$11,999.12 paid by October 30, 2025, for 24.5 total days (196 total work hours) dedicated to HCC
 - iii) Year 3 (06/01/2026 - 05/31/2027) \$11,999.12 paid by October 30, 2026, for 24.5 total days (196 total work hours) dedicated to HCC
- B) The Extension Service shall use the funds solely for the purpose of supporting the position of CEA Hort at the Harris County Extension Service. If and in the event any funds paid by HCC have not been expended by the County for the position of CEA Hort at the Extension Service during the County's fiscal year (October -

September), then and in that event, the County will credit those funds toward HCC's payment for the next County fiscal year. Extension Service shall ensure that CEA Hort keeps documented records of time worked and provide such records to HCC upon request.

- C) Payments shall be made to the order of Harris County in a form acceptable to the County Auditor on the terms described above.

3) INDEPENDENT PARTIES

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Each party 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. Neither Party has the authority to bind or otherwise obligate the other 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 HCC.

4) TERM AND TERMINATION

The term of this agreement shall be for a period of three years, beginning June 1, 2024 and ending May 31, 2027, unless terminated earlier by either party. This agreement may be terminated by any party, with or without cause, upon thirty (30) days' written notice to the other parties. Further, if and in the event this Agreement is terminated by Extension Service and/or County before the expiration of its term and any of the funds have not been expended by the County for the position of CEA Hort at the Extension Service prior to such termination, then and in that event, the County will refund the balance of the unused funds to HCC within 60 days of the date of termination. If this agreement is terminated by HCC, then HCC forfeits any funds previously paid, and no refund will be issued to HCC. HCC will not be obligated to pay any additional funds after the effective date of such termination.

5) 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 or Contractor 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 HCC: Stacy L. Paltiyevich
 5718 Westheimer, Suite 1200
 Houston, TX 77057

Copy to: Houston Community College
Office of General Counsel
3100 Main St., #12
Houston, TX 77002
Email: general.counsel@hccs.edu

To the County: Texas A&M AgriLife Extension Service
13105 Northwest Freeway, Suite 1000
Houston, Texas 77040
Attn.: David D. Wright

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

6) LIABILITY OF PARTIES

The Parties agree and acknowledge that no entity is an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in connection with any services performed pursuant to this Agreement. **Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, board member, employee, or agent of any public body that may be a party to this Agreement and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the parties.**

7) APPROPRIATION OF FUNDS

- A) Prior to the execution of the agreement, the Extension Service and HCC have been advised by the County, and they clearly understand and agree, such understanding and agreement being of the absolute essence to this agreement, that the county has certified no funds for its performance of the agreement and contemplates performing its obligations hereunder out of its current budget, and all obligation for which current revenue is not available will be contingent on the County's appropriate funding for them.
- B) Performance by HCC may be dependent upon the appropriation and allocation of funds. Should funds adequate to fulfill the obligations of an agreement not be appropriated and allocated to the HCC, HCC shall have the right to terminate this Agreement by delivering to the parties a written notice of termination. Upon such termination, HCC shall have no further obligation under this Agreement, except to pay Extension Service for services rendered prior to the date of such written notice to the parties.

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

9) OWNERSHIP OF DOCUMENTS; COPYRIGHT

HCC agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the “Documents”) developed pursuant to the work of the CEA Hort performed under this Agreement, shall be the sole property of the County. HCC is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

10) WAIVER OF BREACH

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

11) 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.

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

13) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than HCC 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.

14) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

15) ENTIRE AGREEMENT; MODIFICATIONS

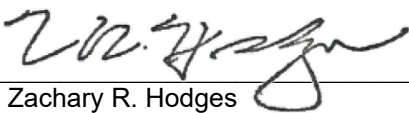
- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

16) EXECUTION, MULTIPLE COUNTERPARTS

This 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.

[Execution Page Follows]

HOUSTON COMMUNITY COLLEGE

By: 
Name: Zachary R. Hodges
Title: President, Northwest College
Date: 4/18/2024

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENELEE
COUNTY ATTORNEY

By: Robert de los Reyes
Robert de los Reyes
Assistant County Attorney
C.A. File 24GEN0815

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Agreement

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 _____, 2024, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN HOUSTON COMMUNITY COLLEGE AND HARRIS COUNTY**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. 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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. County Judge is hereby authorized to execute for and on behalf of Harris County an interlocal agreement between Harris County and Houston Community College, for the purpose of developing educational material for use in classes, online and in field work. The Agreement is incorporated herein as though fully set forth word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.