

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas, referred to as "County," and the **PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, TEXAS**, a body politic and political subdivision of the State of Texas, referred to as "Authority." This Agreement is made in accordance with the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. §§ 791.001 - 791.031, as amended.

RECITALS:

The County has established and maintains the Department of Economic Equity and Opportunity (DEEO) Worker and Community Protections Division, which ensures that construction contractors providing services to the County comply with the current wage rate scales in accordance with Chapter 2258 of the Texas Government Code, TEX. GOV'T CODE ANN. §§ 2258.001 – 2258.058, as amended (referred to as the "Wage Scale Act"); and

The Authority desires to obtain the County's wage rate compliance services, as described and set forth herein, for such of its capital improvement construction projects as are specified by the Authority from time to time in order to ensure that construction contractors providing services for the Authority comply with the current wage rate scales and the prevailing rates (which shall be determined by the Authority in its discretion for each project under either § 2258.022(a)(1), as amended, or § 2258.022(a)(2), as amended, of the Wage Scale Act).

TERMS:

I.

The Recitals above shall be considered and deemed to be part of this Agreement.

The County agrees to provide the Authority with the services of a Wage Rate Compliance Officer from the Harris County Department of Economic Equity and Opportunity (DEEO) Worker and Community Protections Division. The County's responsibility, to be discharged by its Compliance Officer, is to facilitate and ensure compliance with the Wage Scale Act and shall include the following and such other services as may be mutually agreed on by the County and Authority from time to time:

- A. Attendance at pre-bid meetings and pre-construction meetings to discuss wage rate compliance and requirements for reporting.
- B. Review and approve weekly certified payroll records submitted by contractors and subcontractors utilizing the approved labor software system. Provide periodic reports from the labor software system.
- C. Monitor wage rate compliance on construction projects on periodic visits.
- D. Review claims of non-compliance from the field and recommend appropriate responses as required or permitted under the Wage Scale Act.
- E. Provide monthly compliance status updates.

The County's personnel shall at all times comply with all access, safety and security requirements of the Authority and as otherwise set forth under applicable law and regulations (including, without limitation, regulations pertaining to the Transportation Worker Identification Credential (TWIC), and shall observe all requirements under 49 CFR 1520 pertaining to Sensitive Security Information.

Notwithstanding the foregoing or anything to the contrary herein, the Authority shall have and retain at all times full and sole control, legal defense and settlement authority with respect to any claim that the Authority (and/or any of its commissioners, directors, officers, employees, agents or other persons representing it) have not complied with the Act or other applicable law or regulations pertaining to wage rate scales and any issue relating thereto.

The Authority agrees to notify the County of dates, times and locations of pre-bid and pre-construction meetings. Upon the County's request, the Authority shall notify the County prior to final payment upon its construction projects to verify that all disputes and claims, which have been made in writing and actually received by the Authority, have been resolved.

Notwithstanding any provision of this Agreement that might be construed to the contrary, the sole remedy of the Authority for any failure of the County to perform any duty under this Agreement, other than the duty to refund under Section VII, shall be to exercise its termination rights hereunder. Likewise, the sole remedy of the County for any failure of the Authority to perform any duty under this Agreement, other than the duty to make payment under Section III, shall be to exercise its rights of termination hereunder.

II.

The term of this Agreement begins upon execution of all the Parties, and terminates upon completion of the payment for the services set forth under this Agreement.

III.

For the services set forth in this Agreement, the Authority agrees to pay the County a fixed fee of **Ninety-Eight Thousand Nine Hundred Four and 40/100 Dollars (\$98,904.40)** for the services performed under this Agreement, payable within thirty (30) days after execution of this Agreement. All notifications and payment must be sent to Harris County Department of Economic Equity and Opportunity (DEEO) Worker and Community Protections Division to the attention of the Contract Compliance Officer. The Authority and County agree the payment of the services under this Agreement is for the time period, from October 1, 2024, through September 30, 2025, unless terminated sooner or extended by written agreement.

IV.

A. Prior to the execution of this Agreement, the County has been advised by the Authority, and the County clearly understands and agrees, such understanding and agreement being of absolute essence to this Agreement, that the Authority has available the total maximum sum of **\$98,904.40** specifically allocated to fully discharge any and all liabilities that may be incurred by the Authority, including any and all costs for any and all things or purposes, ensuring under or out of this Agreement, irrespective of their nature, and notwithstanding any word, statement or thing contained in or inferred from other provisions of this Agreement, which might in any light by any person be interpreted to the contrary. The County further understands and agrees, said understanding and agreement also being of the absolute essence to this Agreement, that the total maximum compensation the County may

become entitled to, and the total maximum sum that the Authority is liable to pay the County under or in relation to this Agreement does not under any conditions, circumstances or interpretations exceed the sum of **\$98,904.40**.

- B. The County is making no funds available to accomplish its obligations under this Agreement. Notwithstanding any other provision herein, the County shall not be obligated to perform any services hereunder that would cost the County in excess of the funds provided to the County by the Authority.

V.

The Authority is not obligated or liable under this Agreement to any party other than the County.

VI.

The County agrees to furnish all equipment, materials and tools necessary for the completion of its obligations at no additional charge to the Authority. All of the services required under this Agreement are performed by the County as an independent contractor.

VII.

Either party may, through its governing body, terminate this Agreement upon thirty days' written notice. Upon such termination, the County shall retain an amount equal to the flat fee of \$98,904.40 multiplied by the number of days during the term of this agreement before the termination date and then divided by the number 365. The County shall promptly refund the remainder of such fee, if any, to the Authority.

VIII.

Nothing in this Agreement is construed as creating any personal liability on the part of any officer or agent of any public body that may be a party to this Agreement.

IX.

This Agreement constitutes the entire agreement between the parties. No prior written or prior contemporaneous oral promise or representation is binding. This Agreement may not be amended, changed, or extended except by written instrument signed by both parties.

X.

This Agreement and any amendments may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument has been executed in triplicate originals, each of equal force, on this ____ day of _____, 2024, on behalf of the **Port of Houston Authority of Harris County, Texas** by a duly authorized representative of the **Port of Houston Authority of Harris County, Texas**, and on this ____ day of _____, 2024, on behalf of **Harris County** by a duly authorized representative of **Harris County**.

[Execution Page Follows]

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
Harris County Attorney

By: _____
Stanley Sun
Assistant County Attorney
CA File No. 24GEN2128

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

**PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY**

By: _____
Charlie Jenkins
Chief Executive Officer

By: _____
Rich Byrnes
Chief Infrastructure Officer

APPROVED AS TO FORM:

Port Authority Counsel

REVIEWED:

Port Authority Business Equity

Port Authority Controller

**FUNDS ARE AVAILABLE TO MEET
THIS OBLIGATION WHEN DUE:**

Port Authority Financial Services

Minute Number:

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County, an Agreement for prevailing wage compliance services by and between Harris County and the Port of Houston Authority, for a maximum expenditure by the Port of Houston of **\$98,904.40**, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.