



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

December 29, 2022

Commissioners Court
Harris County, Texas

RE: Interlocal Agreement

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: Utilization of current contracts

Agency: The City of Beaumont, Texas

Amount: \$0

Reviewed by: • Harris County Purchasing • County Attorney's Office

This Agreement allows the City of Beaumont and Harris County to use each other's contracts.

Sincerely,

Damon Harris for

DeWight Dopslauf
Purchasing Agent

MO
Attachment(s)
cc: Agency



**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
CITY OF BEAUMONT, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered by and between Harris County, Texas (“Harris 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 Beaumont, Texas (the “City”), and pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. Harris 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 and Harris County desires the City’s assistance in purchasing certain materials, goods or services.

Harris County and the City currently purchase certain materials, goods, and services from various businesses (“Vendors”) under executed Harris County and City of Beaumont, Texas contracts.

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

Terms

I.

Each Party agrees to supply the other Party with information concerning contracts each Party 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 Party currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate a Party to purchase any materials, goods, or services from any particular Vendor. A Party shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other Party nor to include the other Party in any procurement effort. Each Party reserves the right, in its sole discretion, to terminate any or all of its contracts with any Vendor(s) without the prior written notice or approval of the other Party. Neither Party owes the other Party any obligation whatsoever for the use of its contracts. Neither Party owes compensation to the other Party for the use of its current executed contracts. Neither Party shall enter into any contract allowing any third party including, but not limited to other municipalities, agencies, departments, counties, cooperative purchasing organizations or other governmental entities, the use of the other Party’s contracts

through the utilization of this Agreement.

II.

Each Party requesting Vendor to supply materials, goods, or services (the “Requesting Party”) under an executed contract from the other Party (“Contracting Party”) will enter into a contract with the Vendor. Each Vendor, in its own discretion, must agree to allow the Requesting Party to purchase materials, goods, or services under the contract between the Vendor and the Contracting Party. The following language shall be included in each contract the Requesting Party enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using an executed contract between Vendor and [name of Contracting Party], subject to the following.

Vendor has the right to refuse the [name of Requesting Party] request to use the [name of Contracting Party] executed contract;

If Vendor agrees to contract with [name of Requesting Party] using its executed contract with [name of Contracting Party], then all materials, goods, or services purchased under the Agreement between [name of Requesting Party] and Vendor shall be in accordance with the current terms and conditions of the [name of Contracting Party] executed contract;

[name of Requesting Party] shall have no authority whatsoever to change any terms, conditions, or pricing in any [name of Contracting Party] contract;

In the event that the contract was procured using a Request For Proposals or any other procurement process that allows for negotiation, the [name of Requesting Party] may negotiate pricing and terms that would apply to [name of Requesting Party] only;

Vendor shall bill [name of Requesting Party] directly for any and all materials, goods, or services purchased by [name of Requesting Party] under the [name of Contracting Party] executed contract;

Vendor shall look only to [name of Requesting Party] for any and all compensation owed for purchases made by [name of Requesting Party] utilizing the executed [name of Contracting Party] contract; and

Vendor shall settle any and all disputes with [name of Requesting Party] concerning any purchases made by [name of Requesting Party]. [name of Contracting Party] shall not be a party to any dispute between Vendor and [name of Requesting Party], nor be responsible in any way for the acts or omissions of [name of Requesting Party]

III.

Each Party understands that all the materials, goods, or services procured using the other Party’s executed contracts shall be procured by the Party in accordance with all applicable federal, state,

and local laws, rules, regulations, or ordinances, including but not limited to the County Purchasing Act Tex. Loc. Gov't Code §§ 262.021, *et. seq* as amended and 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 the 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 Requesting Party shall be handled between the Requesting Party and Vendor. Vendors shall bill the Requesting Party directly for all materials, goods, or services ordered by it. The Requesting Party 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.

EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS OR SUBCONTRACTORS ARISING OUT OF OR 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 PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH IT 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.

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

Either Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the Requesting Party 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 Contracting Party's contracts, until performed or discharged by the Requesting Party.

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 of Beaumont 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 City:	City of Beaumont 801 Main Street, Suite 315 Beaumont, TX 77704 Attn: Terry Welch
To Harris County:	Harris County Purchasing Agent 1111 Fannin, 12 th floor Houston, Texas 77002 Attn: Margaret Obot

Either 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.


CITY OF BEAUMONT, TEXAS

HARRIS COUNTY

By: 
Kenneth R. Williams
City Manager

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: 
T. Scott Petty
Assistant County Attorney
C.A. File 21GEN4178

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND CITY OF BEAUMONT, 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:

	<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. 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 thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Agreement between the City of Beaumont, Texas and Harris County, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030; to allow Harris County to utilize the current contracts of the City of Beaumont, Texas and to allow the City of Beaumont, Texas to utilize the current contracts of Harris County in order to increase the efficiency and effectiveness of government. The Interlocal Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

RESOLUTION NO.22-331

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the City Manager or his designee be and they are hereby authorized to execute an Interlocal Agreement between the City of Beaumont and the City of Harris County. The Interlocal Agreement is substantially in the form attached hereto as Exhibit "A," and made a part hereof for all purposes.

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to executing this Agreement.

The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of December, 2022.



A handwritten signature in cursive script, reading "Robin Mouton".

- Mayor Robin Mouton -