



SHERIFF ED GONZALEZ

1200 Baker Street, Houston, Texas 77002 ★ (346) 286-1600 ★ www.sheriff.hctx.net

December 27, 2022

TO: Mike Lee, Chief Deputy
Executive Command

Tommy Diaz, Assistant Chief
Law Enforcement Command

Rolf Nelson, Major *R.D. Nelson #6 12-27-22*
Homeland Security Bureau

FM: J.D. Glesmann, Captain *J.D. Glesmann #48 12.27.22*
HSB / Field Operations Division

RE: HCSO/HLSR MOD K-9 Agreement for HLSR 2023

The Houston Livestock Show and Rodeo (HLSR) has requested the use of HCSO MOD K9 Teams for certain times during the 2023 HLSR season. Attached you will find the 2023 HCSO/HLSR Agreement allowing for the HLSR to reimburse HCSO for overtime hours worked during this event. The agreement has been vetted through HCSO Legal and the County Attorneys Office and has been signed by Michael Demarco, Chief of Show Operations for HLSR. Please forward the agreement to Sheriff Gonzalez for signature and to Sana Ramazonova in HCSO Legal for inclusion in the Commissioners Court Agenda.

Should you require further information, please contact me at 346.339.7186.

**AGREEMENT BETWEEN HARRIS COUNTY AND
HOUSTON LIVESTOCK SHOW AND RODEO, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (the "Agreement") is being executed by Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Sheriff's Office ("HCSO") and Houston Livestock Show & Rodeo, Inc. ("HLS&R"), a Texas corporation. These entities agree to abide by the terms and provisions of this Agreement throughout the duration of this Agreement. The County and the HLS&R are referred to herein collectively as the "Parties" and individually as a "Party."

I. PURPOSE

The purpose of this Agreement is to outline the responsibilities of HCSO and the HLS&R in regards to the HCSO providing certain law enforcement services to the HLS&R.

II. AGREEMENTS

HCSO will provide canine handlers and spotters ("HCSO Staff") at HLS&R performance dates during the 2023 rodeo season ("Services").

HCSO will solely use canine units provided by HCSO and will not utilize any canines from an outside agency.

The HLS&R agrees to compensate HCSO Staff at the following rates:

- Deputy: \$66.04/hour
- Sergeant: \$75.32/hour

The HLS&R agrees that all time shall be calculated through an overtime "Z" time method and shall not be funded in any manner by the County or HCSO.

The HLS&R agrees that HCSO will retain primary control over all Services provided by HCSO.

Each Party will be responsible for the actions of its personnel and assumes the duty of investigating any allegations of wrongdoing brought against its personnel. This provision does not inure for the benefit of third parties.

III. TERM

This Agreement shall be effective upon the execution of all Parties and shall remain in full force and effect for twelve (12) consecutive months. Upon mutual agreement by the Parties, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term").

IV. DISAGREEMENTS

Any disagreements between the Parties will be brought to the attention of the representative of HCSO and the HLS&R for resolution.

V. INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

THE HLS&R SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE HLS&R, OR ANOTHER ENTITY OVER WHICH THE HLS&R EXERCISE CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY THE HLS&R OR ANOTHER ENTITY OVER WHICH THE HLS&R EXERCISE CONTROL.

THE HLS&R SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE HLS&R OR ANOTHER ENTITY OVER WHICH THE HLS&R EXERCISE CONTROL.

THE HLS&R SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF THE HLS&R OR ANOTHER ENTITY OVER WHICH THE HLS&R EXERCISE CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE THE HLS&R PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH THE HLS&R IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY THE HLS&R OR ANOTHER ENTITY OVER WHICH THE HLS&R EXERCISE CONTROL, THE HLS&R SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A

SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

VI. INDEPENDENT PARTIES

- A) It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the HLS&R for any purpose. Neither the HLS&R, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT THE HLS&R ARE NOT AN INDEPENDENT CONTRACTOR, THE HLS&R AGREE TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) The HLS&R warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) The HLS&R are solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. The HLS&R shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.
- E) The HLS&R's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. The HLS&R and the workers furnished by the HLS&R shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

- F) The County is not responsible to the HLS&R or the HLS&R's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- G) The HLS&R shall not have the authority to enter into contracts or agreements on behalf of the County.

VII. LIMITATION OF APPROPRIATION

The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that County is not appropriating funds through this Agreement.

VIII. TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). The HLS&R expressly understand and agree that the County shall release any and all information necessary to comply with Texas law without the prior written consent of the HLS&R.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to the HLS&R for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects the HLS&R's rights, title to, or interest in any information or data or a part thereof, furnished to the County by the HLS&R under this Agreement, then the County will promptly notify the HLS&R of such request. The HLS&R may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The HLS&R are solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The HLS&R are solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. The HLS&R affirmatively consent to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by the HLS&R and agents acting on behalf of the HLS&R and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

IX. TERMINATION

- A) Either Party may terminate this Agreement at any time by providing thirty (30) days notice in writing to the other Party.
- B) Upon receipt of a termination notice, each Party shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, the HLS&R agree to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

X. NOTICE

Any notice required to be given under this Agreement ("Notice") 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 County or District at the following addresses

HLS&R:

Houston Livestock Show and Rodeo, Inc.
3 NRG Park
Houston, Texas 77054
Attention: Mike DeMarco

County: Harris County Sheriff's Department
1200 Baker
Houston, Texas 77002
Attention: Major Jesse Razo

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

XI. COMPLIANCE AND STANDARDS

- A) HLS&R agrees to keep confidential the contents of all its discussions with County officials. The HLS&R agree to keep confidential the contents of all County records and all other information obtained under this Agreement. The HLS&R shall not release any confidential information unless the County, in writing, authorizes the HLS&R to release specific information to any third parties.
- C) The HLS&R shall not access any information it is not authorized to receive, nor shall the HLS&R copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) The HLS&R shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall the HLS&R copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) The HLS&R warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect the HLS&R's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) The HLS&R warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G) The HLS&R warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed

delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

- H) Conflict of Interest: The HLS&R warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, the HLS&R warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that the HLS&R has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I) Lobbying: The HLS&R shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to The HLS&R exceeds \$100,000.00, the HLS&R shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- J) NO FEDERAL EXCLUSION
 - i) The HLS&R warrants that neither the HLS&R nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
 - ii) The HLS&R agrees to report immediately to the County if the HLS&R becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.

- iii) The HLS&R warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The HLS&R must immediately notify the County of any such exclusion or suspension. The HLS&R warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. The HLS&R warrants and represents that no person who has an ownership or controlling interest in the HLS&R's business or who is an agent or managing employee of the HLS&R has been convicted of a criminal offense related to involvement in any federal program.
- K) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. The HLS&R shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of the HLS&R's backup and support data for billings, and the HLS&R shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. This section shall survive termination of this Agreement.
- L) Whistleblower Protection Act: The HLS&R understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the HLS&R employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. The HLS&R shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The HLS&R shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- M) Prior to execution of the Agreement, the HLS&R shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," the HLS&R warrant and represent that all the information on the form is complete and accurate.

- N) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, the HLS&R warrant and represent that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, the HLS&R does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O) Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, the HLS&R warrant and represent that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- P) Energy Company. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- Q) Firearm and Ammunition Industries. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Contractor's signature on this Agreement constitutes Contractor's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

XII. PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies, which relates to the Agreement or the Services provided hereunder, shall be the responsibility of the County. Under no circumstances shall the HLS&R release any material or information developed in the performance of its Services without the express written permission of the County.

XIII. 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.

XIV. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- E) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

XV. NO FEDERAL EXCLUSION

- A) The HLS&R warrant that the HLS&R are not an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
 - i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - ii) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- B) The HLS&R agree to report immediately to the County if the HLS&R becomes an "Ineligible Person" during the term of this Agreement.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

XX. SUCCESSORS AND ASSIGNS

- A) The County and the HLS&R bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor the HLS&R shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

XXI. NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than the HLS&R 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.

XXII. EFFECTIVE DATE

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

XXIII. 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.

XXIV. MULTIPLE COUNTERPART/EXECUTION

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

APPROVED AS TO FORM:
CHRISTIAN D. MENESEE
COUNTY ATTORNEY

By: _____
LINA HIDALGO
COUNTY JUDGE

By: Manasi Tahiliani
Manasi T. Tahiliani
Assistant County Attorney
CAO File No.: 22GEN4273

HARRIS COUNTY SHERIFF'S OFFICE

By: Ed Gonzalez
ED GONZALEZ
SHERIFF

**HOUSTON LIVESTOCK SHOW &
RODEO, INC.**

By: Michael T. Demarco CSOO
Name: MICHAEL T. DEMARCO
Title: CSOO
Date: 12-20-22

ORDER OF COMMISSIONERS COURT
Authorizing an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2023 with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND HOUSTON LIVESTOCK SHOW AND RODEO, INC.

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:

	Yes	No	Abstain
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 thus adopted follows:

IT IS ORDERED that County Judge Hidalgo is hereby authorized to execute on behalf of Harris County an Agreement with Houston Livestock Show and Rodeo, Inc. for the purpose of allowing the Harris County Sheriff's Office to provide canine handlers and spotters at Houston Livestock Show and Rodeo performances during the 2023 rodeo season. The Agreement is incorporated herein as though fully set forth 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.