



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

January 17, 2023

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: House, Support, Maintain, and Confine or Detain City Prisoners in Harris County Jails

Agency: City of Hunter's Creek Village

Term: January 31, 2023 – January 30, 2024 with three (3) one-year renewal options

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

This is a revenue-generating Agreement. City of Hunter's Creek Village will pay Harris County \$102 per inmate per day.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

GGZ
Attachment(s)
cc: Agency



INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF HUNTER'S CREEK VILLAGE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Sheriff's Office (the "Sheriff"), and The City of Hunter's Creek Village ("City"). The County and City may be referred to collectively as the "Parties" or individually as a "Party."

SCOPE OF SERVICES

- A) Sheriff shall house, support, maintain, and confine or detain City prisoners in any of the Harris County Jails (the "Services").

"City prisoner" means any person at least 17 years of age who has been arrested by a City police officer, and either charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of City.

- B) Each Party shall comply and assure compliance by each Party's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed.

CITY RESPONSIBILITIES

- A) City shall provide City Police Officers to perform services under this Agreement.

"City police officer" means a police officer of City, a marshal of City, a peace officer commissioned by City, or any other person employed by City who is a peace officer under the laws of the State of Texas.

- B) City acting by and through its City police officers shall be responsible for the presentment and discharge of a City Prisoner until the Sheriff accepts and confines the prisoner to the County Jail.
- C) City shall provide appropriate paperwork for presentment and discharge of a City Prisoner.
- D) A City police officer may present a City prisoner to Sheriff at the County Jail with the following paperwork issued by a magistrate:
- 1) a pretrial arrest warrant or capias,
 - 2) a post-conviction commitment or decree, or
 - 3) other order of detention.

- E) A City police officer may present a City prisoner to Sheriff for temporary detention at the County Jail with either an Instant Warrant, or a Certification of Charges filed.
- F) If City makes arrangements to take back custody of that City prisoner for presentment to a magistrate for a probable cause hearing and a review of charges as soon as possible within twenty-four (24) hours after that City prisoner is detained by Sheriff in the County Jail, Sheriff may accept the City prisoner for temporary detention
- G) City shall make arrangements to try or release such detained City prisoners in accordance with the TEX. CRIM. PROC. CODE art. 17.151.
- H) A City prisoner shall be the sole responsibility of City and the City police officers having custody of the prisoner until Sheriff accepts and confines the prisoner to the County Jail.

COUNTY RESPONSIBILITIES

- A) If Sheriff accepts the City prisoner for confinement in the County Jail, Sheriff shall assume responsibility for the care, custody, and support of the City prisoner to the extent required in this Agreement for the period of time beginning when Sheriff accepts the City prisoner for confinement in the County Jail and ending when the City prisoner is released from confinement in the County Jail as provided in this Agreement.
- B) Sheriff shall provide Services to City at the following locations:
 - (i) 701 N. San Jacinto,
 - (ii) 1201 Commerce,
 - (iii) 1200 Baker St.,
 - (iv) 1307 Baker St., and
 - (v) 700 N. San Jacinto Houston, Texas (collectively referred to as the "County Jail").
- C) Sheriff shall provide the work, products, services, licenses and/or deliverables required to be provided by Sheriff and as set out in the Agreement.
- D) Except as otherwise provided in this Agreement, City and County agree that once a City prisoner is accepted and committed to the County Jail, Sheriff shall only release the City prisoner when the discharge of the City prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.
- E) Nothing herein shall create any obligation upon the Sheriff to house City Prisoners where the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility.
- F) If the Sheriff determines, at any time, that a condition exists necessitating the removal of City Prisoner, or any specified number thereof, City shall, upon notice by the Sheriff or County, immediately remove the prisoner from the facility.

- G) Further, nothing contained in this Agreement authorizes the Sheriff to incarcerate or hold any person in custody contrary to the Constitution and laws of the State of Texas and the United States of America, nor compels Sheriff to detain, accept or admit a City prisoner.

MEDICAL FACILITY CARE

- A) Sheriff, at its sole option, may choose NOT to accept a City prisoner when in Sheriff's opinion 1) the City prisoner appears ill or injured, or 2) the City prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance considerations shall be final and binding on the Parties to this Agreement.
- B) Sheriff shall determine whether the City prisoner should be transported to a hospital for medical treatment, upon presentation of any City prisoner at the County Jail.
- C) Sheriff, at its own discretion, may refuse to accept or detain an injured or ill City prisoner when medical attention is necessary before confinement.
- D) If Sheriff determines, at any time or for whatever reason, that a City prisoner must be sent to a hospital or other medical facility that is not part of the County jail, Sheriff shall notify City (which may be by phone), and City shall immediately make arrangements for appropriate City personnel to go to the medical facility to take custody of the City prisoner from the Sheriff. City shall reimburse County for any medical expenses billed to the County for the transport or treatment of the City prisoner.
- E) City agrees to immediately exercise its duty to take back custody and control of the City prisoner upon notification by Sheriff.
- F) County shall not charge City during the period that the City prisoner is in custody of City and not in the County jail.

TERM OF AGREEMENT

- A) The term of this Agreement shall commence upon final execution, and shall continue and remain in effect for one (1) year, unless earlier terminated in accordance with this Agreement.
- B) At the County's option, this Agreement may be renewed for three (3) additional consecutive one-year periods (each a "Renewal Term").

TERMS OF PAYMENT

- A) No later than the thirtieth (30th) day from the last day of each calendar month, Sheriff shall submit to the City Secretary a sworn invoice for Services rendered during that month, and shall send two (2) copies of said invoice to the City. All invoices MUST be submitted either by email to: tfullen@cityofhunterscreek.com or by mail to the City Secretary, located at 1 Hunters Creek Place Houston, Texas 77024.

- B) Each invoice shall be in a form acceptable to the City Secretary and at a minimum, include such detail as may be requested by the City Secretary for verification purposes, including but not limited to, the dates inmates were housed with the Sheriff; the number of inmates housed each day; the daily cost per inmate and the total daily cost, and a total monthly cost for the Services.
- C) The City shall pay each approved invoice in accordance with the laws of the State of Texas.
- D) Further, Sheriff agrees to maintain, for a period of six (6) years, detailed records identifying each individual performing the Services, the date or dates the Services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the City for verification purposes.

COMPENSATION

- A) The per diem rate for detention services under this agreement is One Hundred Two and 00/100 Dollars (\$102.00) per day. This rate covers one inmate per day. City shall only contract the detention services under this agreement as needed, and as qualified inmates are identified through the classification process.

"Day" means the twenty-four (24) hour period from midnight to the next following midnight. In calculating the number of days a certain City prisoner is confined in the County Jail, the day of arrival will be counted but not the day of departure. However, if a City prisoner is detained by Sheriff or accepted in the County Jail and released the same day, the duration of this confinement shall be calculated and billed as one full day.
- B) Employees of the Sheriff providing Services to City shall be and remain employees of the Sheriff, under the direct supervision of the County. County shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these Services.
- C) Employees of City providing services shall be and remain employees of City, under the direct supervision of the City. City shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these services by City.

TERMINATION

- A) Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party.
- B) Upon receipt of termination notice, City shall immediately send a City police officer or officers to take custody of any City prisoners at County facilities. Sheriff 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, Sheriff agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The City agrees to pay County that proportion of the prescribed charges for the Services actually

performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

- E) *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.

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 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 City: City of Hunter’s Creek Village
1 Hunters Creek Place
Houston, Texas 77024
Email: tfullen@cityofhunterscreek.com
Attn: Tom Fullen
City Secretary

To the County: Harris County Sheriff’s Office
1200 Baker St.
Houston, Texas 77002
Attn: Sheriff Ed Gonzalez

Copy to: Harris County Purchasing
1001 Preston Suite 670
Houston, Texas 77002

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

CIVIL LIABILITY

- A) In accordance with Tex. Gov’t Code § 791.006(b), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense

should any claim be presented or suit filed against it arising from or related to any Services provided under this Agreement. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Tex. Civ.Prac. & Rem Code, or other law. Notwithstanding any other language in this Agreement, nothing in this Agreement shall create a joint enterprise for the purpose of assigning or determining liability.

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 on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

ENTIRE AGREEMENT; MODIFICATIONS

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

APPLICABLE LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and 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.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("HHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY

CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

A) Definitions.

- i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
- ii) Protected Health Information (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the City.
- iii) Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
- iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B) General.

- i) County agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
- ii) County agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at County’s own expense.
- iii) County agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of County’s services to the City. Compliance with this paragraph is at County’s own expense.

- iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.
- C) Representation. County represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D) Business Associate. County is a “Business Associate” of the City as that term is defined under the Privacy and Security Requirements.
- i) Nondisclosure of PHI. County agrees not to use or disclose PHI received from or on behalf of the City or created, compiled, or used by County pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
 - ii) Limitation on Further Use or Disclosure. County agrees not to further use or disclose PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the City, or if either County or the City is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 - iii) Safeguarding PHI. County agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
 - iv) Safeguarding EPHI. County agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the City. These safeguards shall include the following:
 - a) Encryption of EPHI that County stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;

- d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e) Conduct of periodic security training.
- v) Reporting Security Incidents. County agrees to report to the City any Security Incident immediately upon becoming aware of such. County further agrees to provide the City with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:
 - a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
 - b) a reproduction of the PHI or EPHI involved in the Security Incident; and
 - c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If County determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, County agrees to notify the City in writing of the conditions that make reproduction infeasible and any information County has regarding the PHI or EPHI involved.

County agrees to cooperate in a timely fashion with the City regarding all Security Incidents reported to the City.

County agrees that the City will review all Security Incidents reported by County and the City, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the City's website, or through a combination of those methods, of the Security Incident;
- b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the City, at no cost to the individuals; and

- c) providing notice of the Security Incident, as required by law, to the Secretary of the HHS.
- vi) EPHI and Subcontractors. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI.
- vii) Subcontractors and Agents. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect the PHI or EPHI. County shall require any subcontractor or agent to whom County provides PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement, to agree to the same restrictions and conditions that apply to County with respect to such PHI and EPHI. Additionally, County agrees and understands that no PHI or EPHI shall be sent, distributed, stored, made available to, or in any way accessed by any agent or subcontractor located outside of the United States.
- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of PHI or EPHI by County, or by a subcontractor or agent of County, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. County also agrees to inform the City in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) Notice – Access by Individual. County agrees to notify the City in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the City to obtain access to the individual's PHI. Upon request by the City, County agrees to make available PHI and EPHI to the City or, as directed by the City, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) Notice – Request for Amendment. County agrees to notify the City in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual,

direct the individual to the City to request an amendment of the individual's PHI or EPHI. County agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the City in accordance with 45 C.F.R. § 164.526.

- xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, County agrees to notify the City in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the City for an accounting of the disclosures of the individual's PHI or EPHI. County agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- xiii) HHS Inspection. Upon written request, County agrees to make available to HHS or its designee, County's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the City, in a time or manner designated by HHS for purposes of HHS determining the City's compliance with the Privacy and Security Requirements.
- xiv) City Inspection. Upon written request, County agrees to make available to the City and its duly authorized representatives during normal business hours County's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City in a time and manner designated by the City for the purposes of the City determining compliance with the Privacy and Security Requirements. County agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. County agrees to allow similar access to books, records, and documents related to contracts between County and organizations related to or subcontracted by County to whom County provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City.
- xv) PHI or EPHI Amendment. County agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the City pursuant to this Agreement when notified by the City that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.

- xvi) Documentation of Disclosures. County agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the City to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- xvii) Termination Procedures. Upon termination of this Agreement for any reason, County agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by County pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from the City in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:
 - a) to notify the City of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this Article to such PHI or EPHI; and
 - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.
- xviii) Notice – Termination. Upon written notice to County, the City may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, the City may immediately terminate the entire Agreement if the City determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.
- E) Survival of Privacy Provisions. County's obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the City to comply with the Privacy and Security Requirements.
- G) **Indemnification. To the fullest extent allowed by law, County agrees to indemnify and hold harmless the Harris County Juvenile Probation Department, the City,**

Harris County and its officers, employees, and agents (individually and collectively “Indemnitees”) against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- i) a breach of this Agreement relating to the Privacy and Security Requirements by County; or**
 - ii) any negligent or wrongful acts or omissions of County or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H) This Article survives the termination of the Agreement and expires six (6) years after its termination.

NO THIRD-PARTY BENEFICIARIES

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Further, 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.

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.

WAIVER OF BREACH

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

SEVERABILITY

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this

Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

NO BINDING ARBITRATION; RIGHT TO JURY TRIAL

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

TEXAS PUBLIC INFORMATION ACT

- A) Each Party expressly acknowledges that the other Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provisions in this Agreement to the contrary, each Party will make any information related to this Agreement available to third parties in accordance with the Public Information Act.
- 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 City 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 City's rights, title to, or interest in any information or data or a part thereof, furnished to the County by City under this Agreement, then the County will promptly notify City of such request. City 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. City is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. City is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. City affirmatively consents 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 City and agents acting on behalf of City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

RECITALS

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

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.

MULTIPLE COUNTERPARTS/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.

WARRANTY

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

INDEPENDENT PARTIES

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 City for any purpose. The City, 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.

HARRIS COUNTY

By: _____

Lina Hidalgo
Harris County Judge


APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: Philip Berzins

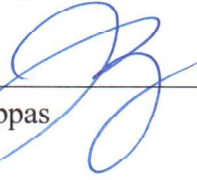
Philip Berzins
Assistant County Attorney
CA File No: 22GEN3820

ATTEST BY:

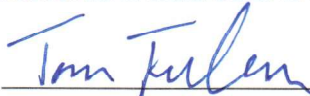

Ed Gonzalez
Sheriff
Harris County Sheriff's Office

**CITY OF HUNTER'S CREEK
VILLAGE**

By: _____


Jim Pappas
Mayor

ACKNOWLEDGED BY:


Tom Fullen
City Secretary

ORDER OF COMMISSIONERS COURT

Authorizing Interlocal Agreement with the City of Hunter’s Creek Village

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 INTERLOCAL AGREEMENT
WITH THE CITY OF HUNTER’S CREEK VILLAGE
FOR CITY PRISONER DETENTION AND HOUSING**

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:

	Yes	No	Abstain
Judge Lina Hidalgo	[]	[]	[]
Comm. Rodney Ellis	[]	[]	[]
Comm. Adrian Garcia	[]	[]	[]
Comm. Tom S. Ramsey, P.E.	[]	[]	[]
Comm. Lesley Briones	[]	[]	[]

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. The Harris County Judge is authorized to execute on behalf of Harris County Interlocal Agreement between the City of Hunter’s Creek Village for city prisoner detention and housing at no cost to the County. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full 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.