

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,

with the following members present:

Judge Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: _____,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to accept the attached Agreement between Harris County Public Health (HCPH) and Houston Livestock Show and Rodeo, Inc.

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 Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair 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 the County Judge is authorized to approve the attached Agreement between Harris County Public Health (HCPH) and Houston Livestock Show and Rodeo, Inc. This Agreement will be effective August 26, 2021 through October 31, 2021. Please see attached document(s) for additional information.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement (this "Agreement") is entered into by and between **Houston Livestock Show and Rodeo, Inc.**, a Texas nonprofit corporation, ("**HLSR**") and **Harris County, Texas**, ("**Harris County**") effective on the date of last signature by the parties herein. Harris County wishes to access and use the below described parking lot controlled by HLSR located at 2400 Reed Road, Houston, Texas 77051, (the "Parking Lot") on the dates and times and for the use specified below:

Facility User: Harris County

Site Location: 2400 Reed Road, Houston, Texas 77051

Date(s) / Time(s): August 26, 2021 – October 31, 2021; 6:30a.m. – 5:30p.m. daily

Use: Harris County Public Health Department COVID-19 Vaccination Site

Rental Fee: None

HLSR grants Harris County the right to access and use the Parking Lot in exchange for Harris County entering into this Agreement, the terms and conditions of which are set forth below. Harris County acknowledges that its use of the Parking Lot is not intended to and shall not preclude HLSR from continuing operations on its adjoining acreage and that HLSR's operations may necessitate occasional access across the Parking Lot during the life of this Agreement.

TERMS AND CONDITIONS

- 1. Facility User.** In this Agreement, the term "Facility User" includes Harris County as defined above and its officers, employees, contractors, vendors, workers, volunteers, guests, invitees and any other persons accessing or using the Parking Lot under this Agreement.
- 2. Services.** Harris County has indicated that it will not need HLSR to provide any services under this Agreement. However, in the event HLSR provides any services requested by Harris County in connection with the Harris County's use of the Parking Lot or incurs any expenses as a result of Harris County's use of the Parking Lot, Harris County will reimburse HLSR for such, provided funds have been allocated to pay for such. HLSR will invoice Harris County for any services rendered, and Harris County shall pay such invoice approved by the Houston Health Department Director in full within thirty (30) days of receipt. Notwithstanding anything to the contrary provided for herein, prior to providing services or incurring expenses, HLSR must receive prior written approval of the Houston Health Department Director or his/her designee.
- 3. Compliance with Laws.** Harris County shall comply with all laws, ordinances, orders, rules and regulations of federal, state and local governments and any directives, pursuant to law, of any public officer (collectively, "Governmental Rules"), including but not limited to Governmental Rules related to the coronavirus disease 2019 ("COVID-19").
- 4. No Warranties.** HLSR shall not be required to make any changes or improvements to the Parking Lot prior to Harris County's use thereof. **HARRIS COUNTY HAS INSPECTED THE PROPERTY AND DETERMINED THAT IT IS SUFFICIENT AND ACCEPTABLE FOR ITS USE AND ACCEPTS SAME (i) "AS IS, WHERE IS, AND WITH ALL FAULTS", (ii) WITHOUT ANY WARRANTY BY HLSR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHICH WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY HLSR), (iii)**

WITHOUT ANY WARRANTY BY HLSR (EXPRESSED OR IMPLIED) THAT THE PARKING LOT AND ASSOCIATED ASSETS ARE SUITABLE FOR HARRIS COUNTY'S INTENDED USE, AND (iv) HARRIS COUNTY SHALL ASSUME AND USE THE PARKING LOT AT ITS OWN RISK. HARRIS COUNTY HEREBY WAIVES ANY CLAIMS FOR DIRECT, INDIRECT, AND/OR CONSEQUENTIAL DAMAGES WHICH IT MAY SUFFER AS A RESULT OF ANY MALFUNCTION OF THE PARKING LOT OR ANY INCIDENT WHICH RENDERES IT TEMPORARILY OR PERMANENTLY UNUSEABLE.

5. Indemnity. TO THE EXTENT PERMITTED BY LAW, HARRIS COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HLSR, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, SETTLEMENTS, FINAL JUDGMENTS, AND EXPENSES (COLLECTIVELY, THE "LOSSES") ARISING FROM HARRIS COUNTY'S, ITS EMPLOYEES', AGENTS', CONTRACTORS', SUBCONTRACTORS', AND OTHERS' ACTING AT ITS DIRECTION OR ON ITS BEHALF ACTS, OR OMISSIONS IN CONNECTION WITH THE USE OF THE PARKING LOT AND/OR FAILURES TO COMPLY WITH ANY AND ALL FEDERAL, STATE, FOREIGN, LOCAL, AND MUNICIPAL REGULATIONS, ORDINANCES, STATUTES, RULES, LAWS, ORDERS, AND CONSTITUTIONAL PROVISIONS APPLICABLE TO HARRIS COUNTY AND THE PARKING LOT; THE PROVISIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Damages. To the extent allowed by law, Harris County shall be liable for any and all damage to the Parking Lot caused by, resulting from or arising out of Harris County's use of the Parking Lot, and shall repair any damages or pay HLSR the cost of any necessary repairs, subject to the allocation of funds and, should costs exceed Fifty Thousand and No/100 Dollars, the approval of Houston City Council.

7. Insurance. The Parties agree that Harris County is self-insured for Professional Liability and Commercial General Liability to the limits of the Texas Torts Claims Act under the Texas Civil Practice and Remedies Code, Chapter 101.

8. Limitation of Liability. In no event shall HLSR or Harris County be liable for any consequential, special, punitive, indirect, exemplary or special damages.

9. Force Majeure. HLSR will not be liable for any non-performance by it under this Agreement due to fire, casualty, utility failure, governmental action, Act of God, natural disaster, strike, terrorism, epidemic, pandemic, including COVID-19 and/or any mutations thereof, or any other cause beyond its control which, in the determination of HLSR, make the Parking Lot on the specified Date and/or Time unavailable or Harris County's use of the Parking Lot on the specified Date and/or Time undesirable for any reason.

10. Miscellaneous. Harris County shall not sublease, assign or otherwise transfer any interest in this Agreement. This Agreement may only be amended by a writing signed by HLSR and Harris County. This Agreement shall be governed under the laws of the State of Texas, without regard to principles of conflicts of law. Jurisdiction and venue for any dispute arising out of this Agreement shall be exclusively in the state courts serving Harris County, Texas.

11. Payment. HLSR will submit to Harris County a statement for the utilities due under this Agreement for each calendar month. County will pay the same in accordance with the Prompt Payment Act, Tex. Gov't Code Ann. § 2251.021 (Vernon Supp. 2008), as amended. The utilities statement must indicate Harris County's purchase order number and be addressed to the Harris County Auditor, Attention: Accounts Payable, 1001 Preston 8th Floor, Houston, Texas 77002 or VendorInvoices@hctx.net.

12. Limit Of Appropriation. HSLR understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that HSLR may become entitled to hereunder and the total maximum sum that Harris County shall become liable to pay to HSLR under the terms and provisions of this Agreement, and all amendments and supplements thereto, shall not under any conditions, circumstances, or interpretations thereof exceed Eighteen Thousand and No/Dollars (\$18,000.00). This amount represents the total maximum sum of funds certified available for the current fiscal year by the Harris County Auditor, as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent to HSLR in this amount, for the purpose of fully satisfying and discharging any and all of Harris County's obligations and liabilities which may be incurred by Harris County under the terms and provisions of this Agreement. When and if all the funds so certified are expended for the purposes of satisfying Harris County's obligations pursuant to this Agreement, HSLR's sole and exclusive remedy shall be to terminate this Agreement unless Harris County amends the Agreement in writing to appropriate additional funds in which case HSLR will continue providing the Premises as described herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

HARRIS COUNTY

By: _____

Name: Lina Hidalgo

Title: County Judge

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

By: Chris Boleman

Name: Chris Boleman

Title: President and CEO

APPROVED AS TO FORM:

**CHRISTIAN D. MENEFE
COUNTY ATTORNEY**

By: DeAnne A. Lin

DeAnne A. Lin

Assistant County Attorney

CAO File No.: 21GEN2256

HARRIS COUNTY PUBLIC HEALTH

By: Barbie L. Robinson

Barbie L. Robinson, MPP, JD, CHC
Executive Director