

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN HARRIS COUNTY, TEXAS AND KLEIN INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **Klein Independent School District** ("District") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq.* County and District may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

Harris County Precinct 4 ("Precinct") desires to provide a precinct employee ("Employee") to train and work under the Klein ISD Historian and Director ("Director") of the Klein Texas Historical Foundation at the District's Wunderlich Farms.

Employee will be available for up to 16 hours per week, which can be allocated as needed during the work week.

Precinct shall be responsible for the Employee including salary, benefits, supervision, discipline, and transportation.

The District shall have no financial obligation related to Employee.

In exchange for Employee's time and labor, District agrees to allow Director to train Employee in the maintenance of a living farm and farm animals as well as the maintenance and curation of a museum.

The District also agrees to allow Director to consult with the Precinct on an as needed basis via teleconference or video conference or in person, as his schedule allows, on historical preservation efforts and the development of an agriculture history museum.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. The County's Responsibilities:

- (i) The Precinct shall provide an employee to the District to work at Wunderlich Farms under the direction of Director for up to 16 hours per week to be allocated as need throughout the work week. Employee shall meet any applicable requirements established by the District for any independent contractors, including but not limited to criminal history review requirements, which may include a fingerprint-based search conducted by the District.

- (ii) The Precinct shall be responsible for the Employee including salary, benefits, supervision, discipline, and transportation.
- (iii) The Precinct shall have the right to unilaterally substitute or change the Employee provided to the District, so long as Employee meets any applicable requirements established by the District for independent contractors, including but not limited to criminal history review requirements, which may include a fingerprint-based search conducted by the District.

B. The District's Responsibilities:

- (i) The District agrees to allow Director to train Employee in the maintenance of a living farm and farm animals as well as the maintenance and curation of a museum.
- (ii) The District also agrees to allow Director to consult with the Precinct on an as needed basis via teleconference or video conference or in person, as his schedule allows, on historical preservation efforts and the development of an agriculture history museum.

Section 2. Term and Termination

This Agreement is effective as of the date that it has been approved and executed by all Parties (the "Effective Date") and shall remain in full force and effect until cancelled by either party.

This Agreement may be terminated by either Party with 30 days written notice to the other Party, or as otherwise provided under this Agreement.

Section 3. Liability of the Parties

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractor arising out of or under this Agreement and which result from any act, error, or omission, intentional tort committed by the Party or its employees or any other entity over which it exercises control, to the extent permitted by law.

Section 4. Miscellaneous

- A. Non-Assignability. The Parties shall not make, in whole or in part, any assignment of this agreement or any obligation hereunder without prior written consent of the other Party.
- B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when personally delivered to the address below, 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 District at the following addresses:

District: Klein Independent School District
7200 Spring Cypress Rd.
Klein, Texas 77379
Attention: Dr. Jenny McGown

County: Harris County Precinct 4
1001 Preston Ave., Ste. 950
Houston, Texas 77002
Attention: Cheryl Guenther

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.

- C. 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, association 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, including Employee, shall be considered to be an employee, agent, partner, or representative of the District for any purpose. The District, 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.
- D. No Third-Party Beneficiaries. Neither Party is obligated or liable to any other party other than the other Party for the performance of this Agreement. Nothing in this agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing in this 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 the County or the District with respect to any third party.
- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.
- F. No Personal Liability; No Waiver of Immunity.

- (1) Nothing in this 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 or the District.
- (2) The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party 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.

G. 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.

H. No Binding Arbitration; Right to Jury Trial. Neither Party agrees to binding arbitration, nor does either Party waive its right to a jury trial.

I. Contract Construction.

- (1) 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.
- (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- (3) When terms are used in the singular or plural, the meaning shall apply to both.
- (4) When either the male or female gender is used, the meaning shall apply to both.

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

K. 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 be a subsequent written modification approved and signed by the governing bodies of each Party.

- L. 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.
- M. 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. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. 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.
- O. Warranty. By execution of this Agreement, the District warrants that the duties accorded to the District in this Agreement are within the powers and authority of the District.

[EXECUTION PAGES FOLLOW]

HARRIS COUNTY, TEXAS

**KLEIN INDEPENDENT SCHOOL
DISTRICT**

By: _____
Lina Hidalgo
County Judge

By: _____

_____(Title)

APPROVED AS TO FORM:

ATTEST

CHRISTIAN D. MENEFEE
Harris County Attorney

By: _____
Secretary

By: _____
Philip Berzins
Assistant County Attorney
CAO File Number: 21GEN2096

ORDER OF COMMISSIONERS COURT

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 AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND KLEIN INDEPENDENT SCHOOL DISTRICT TO PROVIDE A PRECINCT EMPLOYEE TO TRAIN AND WORK UNDER KLEIN ISD HISTORIAN AND DIRECTOR OF KLEIN TEXAS HISTORICAL FOUNDATION

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	<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. R. Jack Cagle	<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 adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute, on behalf of Harris County, the attached Interlocal Agreement between Harris County, and Klein Independent School District to provide a precinct employee to train and work under the Klein ISD Historian and Director of Klein Texas Historical Foundation.
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.