

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND EAST ALDINE
MANAGEMENT DISTRICT OF HARRIS COUNTY, INTERNATIONAL MANAGEMENT
DISTRICT OF HARRIS COUNTY, HARRIS COUNTY IMPROVEMENT DISTRICT
NUMBER 5 (BRAYS OAKS), SPRING BRANCH MANAGEMENT DISTRICT, AND NORTH
HOUSTON DISTRICT**

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County (HARRIS COUNTY), on behalf of Office of Harris County Attorney (THE COUNTY ATTORNEY), and East Aldine Management District of Harris County, International Management District of Harris County, Harris County Improvement District Number 5 'Brays Oaks', Spring Branch Management District and North Houston District, (THE DISTRICTS), special districts created as governmental agencies and political subdivisions of this state under Section 59, Article XVI, of the Texas Constitution and Chapter 4110 of Special District Local Laws Code, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030, in order to increase the efficiency and effectiveness of local government. HARRIS COUNTY and THE DISTRICTS are referred to herein collectively as "Parties" and individually as a "Party."

1. PURPOSE

- 1.1 Description. Management districts promote economic development and public welfare within their boundaries and are charged with promoting the health, safety, and general welfare of residents. Management districts have areas in which certain property owners or others tolerate, allow or conduct illegal activities that impact the health, safety, and general welfare of the property owners in the districts. The Office of the Harris County Attorney is actively involved in community protection activities in Harris County and employs attorneys, paralegals and other staff whose primary duties are devoted to these matters. The Office has developed expertise in utilizing its power of civil enforcement to persuade and compel property owners to obey county regulations and state law and thereby enhance the economic development of property in management districts. To enable the Harris County Attorney to devote more resources to community protection activities, pursuant to Local Gov. Code 375.281 & 092(i), THE DISTRICTS and HARRIS COUNTY are entering into a contract for increased civil enforcement within the geographical boundaries of THE DISTRICTS. The County Attorney will also coordinate and facilitate interaction and efforts with appropriate law enforcement agencies, to include the Harris County District Attorney, the Harris County Sheriff, Harris County Constables, municipal law enforcement agencies, state and federal agencies, and other resources as appropriate and required.

2. THE COUNTY ATTORNEY'S REPRESENTATIONS

Applicable Expertise. THE COUNTY ATTORNEY and the person executing this Agreement on behalf of THE COUNTY ATTORNEY certify and represent that THE COUNTY ATTORNEY (including THE COUNTY ATTORNEY's agents, employees, volunteers, and subcontractors as applicable) possess(es) the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement with no disruption of service delivery.

3. SCOPE OF SERVICES

- 3.1 Specific Work. Products, Services, Licenses and/or Deliverables. THE COUNTY ATTORNEY shall furnish the work, products, services, licenses and/or deliverables as outlined in Attachment A, attached hereto and incorporated herein by reference.

4. REQUIREMENTS

- 4.1 Independent Contractor. THE DISTRICTS expect THE COUNTY ATTORNEY to meet the high standards set forth in this Agreement and look to THE COUNTY ATTORNEY for results only. Unless otherwise required by law or regulation, THE DISTRICT shall not direct the methods used to obtain those results and THE COUNTY ATTORNEY shall perform the services as an independent contractor under the sole supervision, management, direction, and control of THE COUNTY ATTORNEY. As an independent contractor, THE COUNTY ATTORNEY may accept directions pertaining to the goals to be attained and the results to be achieved, as applicable pursuant to this Agreement, but THE COUNTY ATTORNEY shall be solely responsible for the manner in which THE COUNTY ATTORNEY will perform the services under this Agreement. THE COUNTY ATTORNEY is not obligated to maintain any set, regular hours nor to perform any set number of hours of service in fulfilling the obligations under this Agreement.
- 4.2 This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship under Texas law. The personnel and staff of THE COUNTY ATTORNEY are independent contractors or employees of HARRIS COUNTY and are not for any purposes considered employees of THE DISTRICTS. THE COUNTY ATTORNEY assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and THE COUNTY ATTORNEY shall remain solely responsible for the supervision, daily direction and control payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.
- 4.3 Employee Retention.
- 4.3.1 THE COUNTY ATTORNEY agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel THE COUNTY ATTORNEY assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they perform. If specific qualifications are set forth in this Agreement, only personnel with the required qualifications will be assigned by THE COUNTY ATTORNEY to fill functions unless a written waiver is granted.

- 4.3.2 THE COUNTY ATTORNEY will assign one or more attorneys whose duties will be those described in the Scope of Services; in addition, THE COUNTY ATTORNEY will assign one legal assistant, approximately one-half of whose duties will be those described in the Scope of Services. THE COUNTY ATTORNEY will provide THE DISTRICTS with the name and contact information of such attorney, who shall be available on a regular basis for conferences with THE DISTRICTS.
- 4.4 No Subcontracts. Unless otherwise explicitly set out in this Agreement, HARRIS COUNTY shall not enter into any subcontract for the work, products, services and/or deliverables under this Agreement without prior written approval from THE DISTRICTS. To obtain written approval, THE COUNTY ATTORNEY must submit a written request for approval that includes the qualifications of the subcontractor to perform and meet the standards of this Agreement.
- 4.5 Applicable Laws. Each Party shall comply (and assure compliance) 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. If laws or regulations change, and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective.
- 4.6 No Conflicts. THE COUNTY ATTORNEY will not represent THE DISTRICTS' interests in any matter the COUNTY ATTORNEY determines to be adverse to HARRIS COUNTY or the State of Texas.
- 4.7 Case Priorities. THE COUNTY ATTORNEY will be guided by the enforcement priorities communicated from THE DISTRICTS. THE DISTRICTS will designate one or more individuals to communicate with the assigned COUNTY ATTORNEY personnel and to coordinate the activities of such personnel and THE DISTRICTS. The designees of THE DISTRICTS will endeavor to provide substantially equal coverage of each of the individual districts with regard to services provided under this Agreement.
- 4.8 Nondisclosure and Confidentiality of Information. To the extent permitted by law, THE COUNTY ATTORNEY must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state and federal records and all other information obtained during performance under this Agreement. To fulfill THE COUNTY ATTORNEY's obligations under this Agreement, THE COUNTY ATTORNEY may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency.

THE COUNTY ATTORNEY and the person executing this Agreement on behalf of THE COUNTY ATTORNEY acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to THE COUNTY ATTORNEY for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure

of this information can irreparably harm the interests of THE DISTRICT and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, THE COUNTY ATTORNEY must (1) not access any information without express written authorization of THE DISTRICTS; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate District officials; (4) except to the extent required by law, necessary for the performance of this Agreement, or necessary for Medicaid or other insurance billing, not release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever (including any information relating to a client or the client's family who has been provided services pursuant to this Agreement) to outside parties without the express written consent of THE DISTRICTS; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information except to those who need to know such information and are obligated to maintain its confidentiality, including THE COUNTY ATTORNEY's partners, principals, representatives or employees as *necessary* to fulfill obligations under this Agreement; (7) notify THE DISTRICTS immediately of all requests for confidential information; and (8) immediately report to THE DISTRICTS all unauthorized disclosures or uses of confidential information.

- 4.9 The COUNTY ATTORNEY may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products that DISTRICTS prepare or obtain under this Agreement.

5. AMOUNT AND BASIS FOR PAYMENT

- 5.1 Specific Amount of and Basis for Payment. For and in consideration of the work, products, services and/or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, THE DISTRICTS agree to pay HARRIS COUNTY the annual sum of \$304,166.65.00 per year, which includes the cost of personnel and their benefits and \$20,000 in litigation costs. If litigation costs exceed the \$20,000, the County Attorney may invoice the Districts to reimburse Harris County for actual and reasonable litigation expenses.
- 5.2 THE DISTRICTS agree that they will each fund their one-fifth (1/5th) share of the payments (in an amount of not less than \$5,069.44 from each DISTRICT) to THE COUNTY ATTORNEY under this Agreement, and will provide such funds to COUNTY ATTORNEY at least five days prior to the due date. THE DISTRICTS agree to make such payments timely to THE COUNTY ATTORNEY on behalf of themselves and each other.

6. TERM OF THE AGREEMENT

- 6.1 Time Period. Time period for performance (term) of this Agreement shall start October 15, 2021, and end on October 14, 2022 . This Agreement shall become effective as of the date of its approval or adoption by the Harris County Commissioner's Court. Any work, products, services, licenses and/or deliverables provided outside the term of this Agreement shall not consider to be under this Agreement, except with respect to ongoing litigation involving the DISTRICTS, THE COUNTY ATTORNEY may resolve or dismiss the litigation or recoup the costs and fees association with those litigation cases from the DISTRICTS. The Parties shall remain obligated under all clauses of this Agreement that expressly or by their nature extend the expiration or termination of this Agreement.
- 6.2 Renewal. THE DISTRICTS have the option to extend the term of this Agreement for three (3) successive one (1) year terms, renewable for one year at a time by extending their termination date one year from the prior term's end date upon the same *terms and conditions* and pricing as are provided for in this Agreement for the original term.

7. TERMINATION PROVISIONS

- 7.1 THE DISTRICTS or THE COUNTY ATTORNEY, upon 60 days notice to the other party, may terminate this contract for any reason.
- 7.2 The Districts agree that any and all completed or partially completed data, information, reports, programs, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the "Documents") developed pursuant to the Services performed under this Agreement, shall be deemed the property of the Harris County Attorney's Office. If a court of competent jurisdiction determines such Documents do not belong solely to the Harris County Attorney's Office, the Districts hereby irrevocably assign and transfer to the County all rights, title, and interest in the Documents.

8. IMMUNITY

- 8.1 No Waiver of Governmental Immunity. Neither Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

9. MISCELLANEOUS

- 9.1 Any notice (or billing invoice) required or permitted to be given Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Harris County or the City 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 DISTRICTS:

East Aldine, Spring Branch, International, Brays Oaks:

PO Box 22167

9610 Long Point Road, Suite 150

Houston, Texas 77227-2167

North Houston District:

16945 Northchase Drive, Ste. 1900

Houston, Texas 77060

To HARRIS COUNTY:

HARRIS COUNTY ATTORNEY'S OFFICE

1019 Congress St., Floor 15

Houston, Texas 77002-1799

Attn: First Assistant County Attorney

Copy to:

The Harris County Auditor

1001 Preston St., Ste. 800

Houston, Texas 77002

- 9.2 Either Party may designate a different address by giving the other Party ten (10) days written notice.
- 9.3 **SEVERABILITY.** If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.
- 9.4 **ENTIRE AGREEMENT.** This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.
- 9.5 **PARTIES IN INTEREST.** This Agreement does not bestow any rights upon any third party, but binds and benefits the parties who have signed this Agreement.

- 9.6 **EXECUTION.** Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

EAST ALDINE MANAGEMENT DISTRICT OF
HARRIS COUNTY

By: 

Name: Joyce Wiley
Chairman

Date: 09/21/21

ACKNOWLEDGED:

By: 

Name: Deborah Foster
Secretary

HARRIS COUNTY

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: DeAnne A. Lin

DeAnne A. Lin
Assistant County Attorney
C.A. File 21GEN0365

INTERNATIONAL MANAGEMENT DISTRICT OF
HARRIS COUNTY

By: 

Name: WBA LEE
Chairman

Date: 9/23/2021

ACKNOWLEDGED:

By: 

Name: KAREN LOPER
Secretary

APPROVED:

By: 

Jonathan G. C. Fombonne
First Assistant County Attorney

NORTH HOUSTON DISTRICT

By: 

Name: Greg Simpson
President

Date: 9.27.21

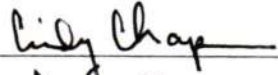
HARRIS COUNTY IMPROVEMENT DISTRICT
NUMBER 5 (BRAYS OAKS)

By: 

Name: Raul Riquelme
Chairman

Date: 9/21/2021

ACKNOWLEDGED:

By: 

Name: Cindy Chapman
Secretary

SPRING BRANCH MANAGEMENT DISTRICT
OF HARRIS COUNTY

By: 

Name: Patricia A. Maddox
Chairman

Date: 9.16.2021

ACKNOWLEDGED:

By: 

Name: Catherine Barchfeld-Alexander
Secretary

Attachment A

SCOPE OF SERVICES

HARRIS COUNTY agrees to authorize THE COUNTY ATTORNEY to hire and assign personnel to dedicate to THE DISTRICTS the equivalent of the full workload of two Assistant County Attorneys and one paralegal, as well as other supporting staff, to provide the services below to THE DISTRICTS. THE COUNTY ATTORNEY may assign any number of individuals to provide the services contracted hereby, and may assign such individuals to other tasks when they are not fulfilling THE COUNTY ATTORNEY'S obligations hereunder. Upon request, THE COUNTY ATTORNEY shall provide THE DISTRICTS with documentation that the equivalent of two attorneys and one paralegal is being provided as required above. Services and activities to be provided may include:

- Meet with law enforcement to discuss public safety issues in THE DISTRICTS and ways to address the issues.
- Review matters related to commercial establishments and multi-family complexes, after the receipt of sufficient information, to determine if they are violating Chapter 125 of the Texas Civil Practice and Remedies Code.
- Take legal action to persuade owners and residents and legal action, when appropriate, to compel owners and residents to comply with laws and regulations that impact the quality of life within THE DISTRICTS.
- Speak to community organizations and law enforcement in THE DISTRICTS regarding the law and public safety issues.
- Address violations of state laws, County regulations and Ordinances relating to health, safety and welfare in THE DISTRICTS.
- Attend hearings, trials and courtroom proceedings that relate to civil action against properties in THE DISTRICTS.
- Visit properties and locations in THE DISTRICTS, when appropriate, where violations of the law are suspected and/or reported.
- Attend Continuing Legal Education and training related to nuisance abatement and public safety issues that affect THE DISTRICTS.

THE COUNTY ATTORNEY will also coordinate and facilitate interaction and efforts with appropriate law enforcement agencies, to include the Harris County District Attorney, the Harris County Sheriff, Harris County Constables, municipal law enforcement agencies, state agencies, and other counties as appropriate and required.

LITIGATION EXPENSES

THE DISTRICTS shall pay HARRIS COUNTY the actual and reasonable litigation expenses incurred on litigation involving THE DISTRICTS. The following categories are examples: expert fees; mediation fees; costs to serve defendants with process/citation; attorney ad litem fees for defendants served by publication; court costs; deposition costs; postage. Any single expense in excess of \$1,000.00 must be approved by the designee of the individual DISTRICT before that DISTRICT is obligated. THE COUNTY ATTORNEY will provide THE DISTRICTS with quarterly reports on expenses incurred and contemplated.

CONSIDERATION FOR SERVICES

THE DISTRICTS shall pay HARRIS COUNTY the amount of \$304,166.65 for personnel costs, and THE DISTRICTS shall make payments which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

\$25,347.22	October 15, 2021
\$25,347.22	November 15, 2021
\$25,347.22	December 15, 2021
\$25,347.22	January 15, 2022,
\$25,347.22	February 15, 2022
\$25,347.22	March 15, 2022
\$25,347.22	April 15, 2022
\$25,347.22	May 15, 2022
\$25,347.22	June 15, 2022
\$25,347.22	July 15, 2022
\$25,347.22	August 15, 2022
\$25,347.23	September 15, 2022

Each of the five DISTRICTS shall pay not less than \$5,069.44 that when combined together shall constitute the monthly payment amount shown above.

The monthly installments are due and payable before 10:00 a.m. at the office of the County Treasurer, 1001 Preston Avenue, Suite 652, Houston, Texas 77002.

If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated.

ORDER OF COMMISSIONERS COURT
Authorizing an Interlocal Agreement

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

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

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN
HARRIS COUNTY AND EAST ALDINE MANAGEMENT DISTRICT OF HARRIS
COUNTY, INTERNATIONAL MANAGEMENT DISTRICT OF HARRIS COUNTY,
HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 5 (BRAYS OAKS), SPRING
BRANCH MANAGEMENT DISTRICT, AND NORTH HOUSTON DISTRICT

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 an Interlocal Agreement between Harris County and East Aldine Management District of Harris County, International Management District of Harris County, Harris County Improvement District Number 5 (Brays Oaks), Spring Branch Management District, and North Houston District. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though 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.