

County Master Service Interlocal Contract
Between
Harris County Department of Education
& Williamson County

ORIGINAL

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and Williamson County ("County"), located in Georgetown Texas, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and County desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. County agrees to retain HCDE and HCDE agrees to provide requested programs, services, labor, and resources to County. The services provided by HCDE are those selected by County and made available from HCDE's separate programs and services as mentioned in section 15 of this Contract. HCDE shall perform such contractual services and responsibilities with reasonable care, skill, judgment, experience, and in a professional business-like manner.
2. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 14, below.
3. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.
- A. HCDE agrees to:**
- Provide County with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
- B. County agrees to:**
- Participate in any or all of the services that HCDE has to offer.
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.
 - Assign the appropriate person to act as representative to each respective program delivered.
5. Payment. Notwithstanding anything to the contrary, this Contract is contingent upon HCDE receiving sufficient payments. In the event HCDE does not receive sufficient payments, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each of the separate purchase orders to this Contract.
6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from County and its employees, or by virtue of the performance of services under and pursuant to this Contract; and all information provided by HCDE to County in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of County, and shall not be used by HCDE directly or indirectly except with written permission from County.
7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
8. Conflict of Interest. During the Term of HCDE's service to County; County, its personnel and agents, shall not, directly or indirectly, whether for County's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education	County of <u>Williamson</u>
Attn: John E. Sawyer, Ed.D.	Attn: <u>Dan Gattis</u>
County School Superintendent	Title: <u>County Judge</u>
6300 Irvington Blvd.	Address 1: <u>710 Main Street, Suite 101</u>
Houston, Texas 77022	Address 2: <u>Georgetown, Texas 78626</u>
713-694-6300	Phone: <u>(512) 943-1550</u>
	Email: <u>dgattis@wilco.org</u>


11. Relation of Parties. It is the intention of the parties that County is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and County or HCDE and any of County's agents.
12. Hold Harmless. County shall protect and hold harmless HCDE from any and all, loss, claims, assessments, and suits in law or in equity, expenses, and attorney's fees, and damages arising from County's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.
13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide County these services. During the Term of Contract, County reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
14. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
- By County upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
15. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the County. Both parties agree to allow the County to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services, Fuel Cooperative, plus any new non-fee based programs and services in the future.

The County agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addenda to the approved Master Interlocal Contract. The specific terms and conditions of the addenda will govern that individual contract. In the case of a conflict between the Master Contract and any addenda, the provisions of the addenda will govern.

16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
20. Funding. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

In witness whereof, HCDE and County have executed this Contract to be effective on the date specified in Article 2. Term above:

Williamson County


Name of County


Authorized Signature
Dan Gattis

Printed Name
County Judge

Title

Date

Harris County Department of Education


Jesus Amezcua, CPA
Assistant Superintendent - Business Services
11/15/09

Date