

Paige McInnis Harris County Purchasing Agent

May 27, 2025

Commissioners Court Harris County, Texas

RE: Personal Services Exemption - Local Government Code § 262.024 (a)(4)

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description:	Provide Facilitation, Technical Assistance, and Training Services to the Jail and Community Safety Infrastructure Governance Advisory Council (JGAC)
Vendor(s):	UFacilitate LLC
Amount:	\$40,000 previously approved funds for the term $08/13/2024 - 08/12/2025$ 49,000 additional funds for the term $08/13/2024 - 08/12/2025$89,000$
Reviewed By:	Harris County Purchasing Office of County Administration

The First Amendment increases funding for additional services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

Paige MoInnis

Paige McInnis Purchasing Agent

CTD Attachment(s) cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 12, 2025

FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN HARRIS COUNTY AND UFACILITATE LLC

THE STATE OF TEXAS

§ § §

COUNTY OF HARRIS

This First Amendment to the Personal Services Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas and acting by and through its Department of County Administration – Justice Innovation ("Department"), and UFacilitate LLC ("Contractor") a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as "Party" and collectively as "Parties."

Recitals

On or about August 13, 2024, the County entered into a Personal Services Agreement with Contractor to provide facilitation, technical assistance, and training services to the Jail and Community Safety Infrastructure Governance Advisory Council ("JGAC") (the "Master Agreement").

The County and Contractor now desire to amend the Master Agreement for the first time ("First Amendment") for the purpose of adding additional funds to the Master Agreement.

The County and Contractor are adding additional funds for additional services as illustrated in the updated Scope of Services, attached hereto as Exhibit A and incorporated herein by reference.

Contractor warrants and represents that it is willing and capable of providing the services.

Terms

1) CONTRACT CONSTRUCTION

This First Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Forty Thousand and No/100 Dollars (\$40,000.00), the County hereby amends the Master Agreement to certify as available Forty-Nine Thousand and No/100 Dollars (\$49,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Eighty-Nine Thousand and No/100 Dollars (\$89,000.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Forty-Nine Thousand and No/100 Dollars (\$49,000.00). Contractor understands and agrees, said understanding also being of the absolute essence of this

contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be Eighty-Nine Thousand and No/100 Dollars (\$89,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this First Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this First Amendment.

3) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

4) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This First Amendment 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 this First Amendment.

UFACILITATE LLC

HARRIS COUNTY

By:

By Andres Marquez-Lara Title: Founder & CEO Date: 5/20/25

LINA HIDALGO COUNTY JUDGE

APPROVED AS TO FORM: Christian D. Menefee COUNTY ATTORNEY

By: <u>Manasi Tahiliani</u> Manasi Tahiliani Assistant County Attorney C.A. File 25GEN1107

EXHIBIT A

Updated Scope of Services

(follows behind)







Criminal Justice Coordinating Council (CJCC) Coordinator Technical Assistance & Performance | Office of County Administration Harris County

18 March 2025

Dear Karen,

It has been a pleasure for us to collaborate with you so far to support the Regional Advisory Council (RAC) at Harris County, TX. As we move into the next phase, we would love to clarify the exact scope of work, including deliverables for each month and contingencies in case of scheduling changes. We would be happy to work with the JGAC to identify key activities that can drive the project forward, regardless of any unforeseen shifts in the meeting schedule. Additionally, we would appreciate confirmation of the primary point of contact for the JGAC, should it differ from the OCA, as well as clarity on the final deliverables expected from their end.

We also strongly recommend maintaining the involvement of Dr. Armando Orduña, given his direct experience with the first phase of engagement. His continued participation will help sustain momentum and ensure continuity in our efforts.

Lastly, we advise against the creation of RAC officer positions, as this could inadvertently introduce an imbalance of power and potential roadblocks in the workflow. Our focus remains on fostering a collaborative and efficient approach that benefits all stakeholders.

We are excited about the next steps and are happy to discuss any of these points further at your convenience. The below proposal is based on our current understanding of the scope of work for this next phase of work, and we are happy to discuss with you and the JGAC and refine further.

Note: The quoted price under the budget section is based on the involvement of one facilitator. Should the interview process indicate a need for additional facilitators in different roles (e.g., design partner, collaborator), the budget will need to be revised, or an additional cost will apply.





ABOUT THE ENGAGEMENT

Objective: Continue to assist and support the JGAC in achieving its key deliverable: A prioritized list of mid-term and long-term needs and proposed recommendations. This will be done through engaging with the Regional Advisory Council (RAC).

Timeline: March - August 2025, with the possibility of extension depending on mutual agreement

Participants:

- Diverse community leaders nominated and appointed by county officials and judges representing different perspectives.
- Will divide into subcommittees.

Key activities:

- Meet with the JGAC likely on 2 April to clarify the scope of work.
- Facilitate interviews for the RAC with 3 facilitators, from 7-11 April.
- Attend the JGAC meeting on 16 April to gain contextual understanding.
- Conduct 3-5 prep interviews with key stakeholders to understand the context.
- Attend and facilitate all RAC monthly meetings (May, June, July, August). In case the meetings are canceled due to reasons beyond our control, then other activities will be done to understand and bring together the perspectives of the RAC members.
- Prepare monthly updates and documentation, and a final recommendation report.





Budget:

Activity	Cost	
Understanding the context, conducting interviews with relevant stakeholders	US\$ 6,500	
Designing, facilitating, and documenting monthly activities for 4 months (May - August 2025)	US\$ 36,000	
Documenting activities done via a status report and a final report with recommendations	US\$ 6,500	
Total	US\$ 49,000	

Payment terms:

Invoice Date	Payment date	Deliverable	Amount
15 April	30 April	Kickoff, Interviews, preparation for the project	US\$ 6,500
15 May	31 May	Month 1 of activities	US\$ 9,000
15 June	30 June	Month 2 of activities	US\$ 9,000
15 July	30 July	Month 3 of activities	US\$ 9,000
15 August	30 August	Month 4 of activities	US\$ 9,000
30 August	15 September	Closing report & recommendations	US\$ 6,500



ABOUT OUR VALUES & PHILOSOPHY

At UFacilitate, we're helping co-create the new, inclusive, sustainable world we know is possible through facilitation, collaboration, and community. We're using facilitation as a vehicle for collective leadership and skillful intervention in the challenges facing our world, building the capabilities that bring groups into sync with each other and those they serve. We're working to understand diversity and inclusion from different perspectives, to foster ways of working that go beyond borders and connect us across differences.

UFacilitate holds a strong commitment to supporting black liberation and addressing the systemic injustices prevalent in the US justice system. While structural systemic change is imperative, we also believe in taking up projects where we can make meaningful change within the system. We believe in meeting people where they are and taking action to address immediate needs while also advocating for broader systemic reform. It's a both/and approach. That is part of our value of "**Nudging Mountains**." This project serves as a step towards our larger vision of justice and equity, as we strive to nudge mountains together towards a more just and compassionate society.

UFacilitate believes that while we as facilitators bring our own values centered on humanism and social justice, our role in this project is not to advocate for any particular agenda. Instead, it is to ensure that all perspectives are heard, and to hold us all accountable to taking a community-led approach. We work with facilitators with a social justice lens because they can help invite groups to reflect on questions and contradictions that may otherwise go unnoticed. However, it is not up to our facilitators to decide how to resolve what is raised. Their responsibility is not to impose ideas but to raise awareness of areas within conversations that may benefit from further exploration. Through thoughtful questions and reflections, they encourage groups to explore various options and align accordingly.



PROCESS

March-April 2025:

- Submit initial proposal
- Scoping meeting with the JGAC
- Interviews with the RAC and selection of facilitator
- Kickoff and preparation for the next RAC meeting

May - August 2025

- Constant communication with Harris County team, JGAC, working groups to design and prepare for meetings and other activities
- Monthly check in by UFacilitate
- Facilitating the RAC meeting or conducting other relevant activities and debriefing about it
- Documentation and next steps post meetings
- Closing report with recommendations
- Discussion about next steps and possible contract extension

THE PROJECT TEAM

The team we are proposing brings a mix of facilitation, community development, public service, and program design experience along with contextual knowledge. We have proposed 3 facilitators for the RAC members to interview and for you to consider. Yet, we strongly recommend continuing the work with Dr. Armando Orduña for the reasons previously stated.

Additionally, the UFacilitate team will support the facilitators and you on the backend, with facilitation resources and project management. Our team's profiles can be found in Appendix A. We hope to have the opportunity to collaborate with you in this project for the timeline specified in this proposal, and beyond.

Warmly, Andres Marquez-Lara

Founder & CEO UFacilitate



APPENDIX A

Proposed facilitator 1



Armando X. Orduña, Ed.D. is the Executive Director of Latinos for Education-Texas, an educational equity organization charged with connecting, developing, and placing Latino leadership in education spaces. In 2020, after 13 years with Children's Museum Houston, Armando departed as director of outreach programs where he led teams of educators in the export of multilingual family and out-of-school time learning impacting over 320,000

children and parents annually. Previously, Armando taught for ten years as a secondary Spanish, science, and teacher preparation instructor in urban, Title I public schools. Community service is core to Armando's values. He is currently board president for three community-oriented nonprofits: Purpose Built Communities (Connect Community) - a Houston nonprofit focused on serving the unique needs of immigrant and refugee families, the Emmy Saenz Foundation - a Texas nonprofit providing material support to spinal cord injury survivors, and Houston PFLAG - a nonprofit offering education and advocacy support for families of loved ones who identify as LGBTQ+. Armando is a 2024 Pahara fellow, a member of Education Leaders of Color, an American Leadership Forum fellow (class 62), and a 2019 Latino Board Fellow. In 2022, Armando joined the Holocaust Museum Houston's Latinx Initiatives Advisory Committee to bridge communities through the museum's mission to educate on genocide and human rights. Armando is an inaugural member of the Teacher Advisory Council for the Bill & Melinda Gates Foundation. In 2012, Armando was honored as a champion of change by the White House Initiative on Educational Excellence for Hispanics. He earned his doctorate in educational leadership from the University of Houston.



Proposed Facilitator 2



Fahad Punjwani is a strategist, designer, poet, and uncle. He was raised in Karachi, Pakistan and now proudly calls Houston home. His vision is to root change in beauty, liberation, and dialogue. As a management consultant and a design strategist, fahad has spent a decade working with Fortune 500 companies and non-profits on developing new visions, new products, and new teams. He has taught and spoken on design thinking at MIT, Rice University, and the University of Texas at Austin. Prior to Suchee, fahad worked as a Design Fellow at IDEO, Strategy Consultant at Deloitte Consulting, and DEI Consultant at The Darkest Horse. fahad completed graduate work

at MIT in product and human-centered design. There, he also spent a lot of time designing for belonging and inclusion. fahad completed his undergraduate studies at Rice University in Mathematical Economic Analysis. There, he also spent a lot of time taking classes in history and theater, and building culture at his residential college. You can find fahad enjoying poetry and coffee in one of the craft coffee shops in Houston, dancing in his living room, and spending time with his nephews.

Proposed facilitator 3



Erin McClarty is a writer, business owner, creative, and attorney by trade. She works with businesses, charities, agencies, institutions, and movement leaders to create the worlds they want to live in. She does this by resourcing clients to build infrastructure, form structures, or design processes, documents, and business models that reflect their values, dreams, purpose, and mission—all through generative tools, community, and education.



Subject Matter Expert Advisor



Elizabeth Jones Valderrama is the daughter of Johnny Jones Williams and Gladys Valderrama Valencia; she is married and has a community of kitty fur babies. Elizabeth has been an integral member of the OAR of Arlington, Alexandria, and Falls Church team for more than 19 years, including the last nine years as OAR's Executive Director. At nine years old, Elizabeth moved with her family from Costa Rica to Arlington, Virginia, where she graduated from Washington-Liberty High School in 1998 as the high school's first Hispanic/Latina Valedictorian. She earned a BA in Spanish and

Latin American Studies with a minor in History from the University of Virginia in 2002 and a master's degree in Organizational Management and Development from the University of Phoenix in 2005. Elizabeth will earn her Doctorate in Management focused on Leadership in She was a Certified Volunteer Administrator (CVA) and a 2009 graduate of the 2025. Leadership Center for Excellence Leadership Arlington Signature Program. She was honored in 2014 as one of the 40 Emerging Community Leaders under 40 years old in Arlington County and in 2019 in the City of Alexandria. Elizabeth Jones Valderrama won the Center for Nonprofit Advancement's 2020 Excellence in Chief Executive Leadership (EXCEL) Award. She currently serves on the Alexandria Community Criminal Justice Board and Arlington County Community Criminal Justice Board. Elizabeth facilitates Encore Learning's Crime, Public Safety, Justice, and Reentry course. In addition, she has worked to shape statewide reentry programs through the Pre and Post Incarceration Services Coalition (PAPIS: Virginia Reentry Coalition) for the last 11 years. Also, Elizabeth enjoys being a fitness instructor specializing in working with individuals who are ages 55 or better, starting out, recovering from an injury or surgery, working out while sitting or lying down, and anyone wanting to have a great time. She teaches Zumba Gold, Zumba Chair, Zumba Step, Jetti Fitness, CIRCL Mobility, BOOSTfit, Strong Nation, and Pound Fit virtually through Zoom. Jones Valderrama is Elizabeth's birth last name, and it comes from the Latin American tradition of combining the father and mother's first last names, and it is not hyphenated.



Backend team:



Andres Marquez-Lara is the Founder and CEO of UFacilitate, a global facilitation company that makes cross-cultural collaboration work! They help high-performing teams deal with the "messy human stuff"—egos, cultural differences, miscommunication, conflict—that creates silos that put their mission at risk. They break down barriers to collaboration across people, departments, and organizations. They've worked with groups like the World Food Program, The Nature Conservancy, Easterseals, The Bill and Melinda Gates Foundation, The

Rockefeller Foundation, and many others. He teaches leadership development in various executive programs at Georgetown University. He is a Senior Fellow at the Center for Excellence in Public Leadership (CEPL) at George Washington University. He is also an Advisor at the Emergence Project for Purposeful Entrepreneurship at Stanford University. He has been recognized by Ashoka and the American Academy of Certified Public Managers. He earned a BA in psychology from Duke University, and a graduate degree in clinical community psychology from the Universidad Catolica Andres Bello in Caracas, Venezuela. He lives in the triangle area in North Carolina with his wife and two young children.



Aparna Bhat is Chief Operating Officer at UFacilitate. For the last 8 years, she has been working with early growth stage impact startups across India, South Africa, and Latin America, helping them identify their business models and value propositions, create a growth strategy, raise funds and measure their impact. Prior to UFacilitate, she was working in the strategy team of a high growth education startup based in India, leading the overall curriculum development project. Aparna enjoys

building structure in situations of ambiguity and is finally fine with admitting that her first love is Google Sheets.

ORDER OF COMMISSIONERS COURT Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN HARRIS COUNTY AND UFACILITATE LLC

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:

Vote of the Court	Yes	<u>No</u>	<u>Abstain</u>
Judge Hidalgo			
Comm. Ellis			
Comm. Garcia			
Comm. Ramsey, P.E.			
Comm. 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 County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the First Amendment to the Master Agreement to add Forty-Nine Thousand and No/100 Dollars (\$49,000.00) to compensate UFacilitate LLC for additional services. The First Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.