

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

**CO-SPONSORSHIP AGREEMENT  
BETWEEN HARRIS COUNTY AND  
THE HISPANIC HEALTH COALITION**

Co-Sponsorship Agreement (the “Agreement”) between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting through Harris County Public Health (“HCPH”); and the Hispanic Health Coalition (“HHC”). HCPH and HHC may hereinafter be referred to individually as a “Party” or “Co-Sponsor,” and collectively as the “Parties” or “Co-Sponsors.” The effective date of this Agreement shall be the date of execution (the “Effective Date”).

**WHEREAS**, the Parties will co-sponsor the 7th Latino Health Summit Conference (the “Event,” collaboratively, to promote health equity and address the unique health challenges faced by the Latino community.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1.     **PURPOSE.** Co-sponsoring the Latino Health Summit Conference will combine the Parties’ resources, expertise, and networks to create an event that addresses health disparities and promotes wellness within the Latino Community.
2.     **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect, until the completion of the Event and post-event evaluative process, unless terminated by the Parties.
  - a.     **EVENT.** The 7th Latino Health Summit Conference will take place March 21-22, 2024, at the University of Houston, University Center. The Event theme will focus on Advancing Health Equity for the Latino Community.
3.     **FUNDING.** HCPH agrees to contribute ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00) from the Health and Wellness Division general fund budget to HHC for Event logistics and coordination, to off-set ticket costs for attendees. HHC understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that HHC may become entitled to for the Services performed under this Agreement, and the total maximum sum that HCPH shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, HCPH’s liability under the terms and provisions of this Agreement is limited to this sum.

#### 4. **RESPONSIBILITIES OF PARTIES.**

a. **HCPH** agrees to:

- i. Promote the Event through identified communication channels;
- ii. Assist with Event logistics and onsite management;
- iii. Assist in securing speakers and panelists for the Event;
- iv. Contribute funding to HHC for event logistics and coordination (*see* paragraph 3. Funding);
- v. Assist with coordinating logistical aspects of the Event, including the event schedule, registration, and oversight of production;
- vi. Collaborate with HHC to create the Event agenda, with a focus on culturally sensitive health topics;
- vii. Provide marketing and promotional support to HHC for the Event;
- viii. Provide support staff for the days of the Event;
- ix. Assist in managing the registration process, attendee communications, virtual attendee experience and post-event evaluations for the Event.

b. **HHC** agrees to:

- i. Select and book the venue for the Event;
- ii. Provide Event logistics and onsite management;
- iii. Coordinate Whova Website which manages registration, ticketing processes, attendee communications, virtual attendees experience and post-event evaluations for the Event;
- iv. Act as the contact and liaison with potential sponsors and exhibitors for the Event;
- v. Provide support with inviting stakeholders to the Event;
- vi. Collaborate with HCPH to incorporate HCPH's goals towards addressing specific health needs and concerns of the Latino community;
- vii. Collaborate with HCPH to create the Event agenda identifying speakers, panelists, and workshop facilitators;
- viii. Engage with local community networks and stakeholders to increase awareness and participation in the Event; and
- ix. Assist in post-event evaluations and provide feedback for future improvements to the Event.

#### 5. **INDEPENDENT PARTIES.**

- a. The Services performed by Co-Sponsor under this Agreement are performed by Co-Sponsor as an independent party. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Co-Sponsor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Co-

Sponsor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Co-Sponsor.

- b. **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CO-SPONSOR IS NOT AN INDEPENDENT PARTY, CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- c. Co-Sponsor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- d. Co-Sponsor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Co-Sponsor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

**THE COUNTY'S PAYMENT IS TO THE CO-SPONSOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CO-SPONSOR'S WORKERS OR SUBCONTRACTORS. CO-SPONSOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**

- e. Co-Sponsor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Co-Sponsor and the workers furnished by Co-Sponsor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- f. The County is not responsible to Co-Sponsor or Co-Sponsor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil

Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

- g. Co-Sponsor shall not have the authority to enter into contracts or agreements on behalf of the County.

**6. TEXAS PUBLIC INFORMATION ACT.**

- a. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Co-Sponsor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Co-Sponsor.
- b. It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Co-Sponsor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- c. In the event the County receives a written request for information pursuant to the Act that affects Co-Sponsor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Co-Sponsor under this Agreement, then the County will promptly notify Co-Sponsor of such request. Co-Sponsor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Co-Sponsor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Co-Sponsor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- d. Electronic Mail Addresses. Co-Sponsor acknowledges any e-mail addresses it provides to the County, including any agency or department of the County, are subject to disclosure under the Texas Public Information Act without prior notification of, or permission from, Co-Sponsor. This acknowledgement shall apply to e-mail addresses provided by Co-Sponsor and agents acting on behalf of Co-Sponsor and shall apply to any e-mail address provided in any form for any reason whether related to this

Agreement or otherwise. This provision shall survive termination of this Agreement.

7. **TERMINATION.** This Agreement may be terminated by written agreement executed by all Parties.
8. **INDEMNIFICATION.**

**THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR COMPLETION OF SERVICES IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.**

**CO-SPONSOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CO-SPONSOR, OR ANOTHER ENTITY OVER WHICH CO-SPONSOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CO-SPONSOR OR ANOTHER ENTITY OVER WHICH CO-SPONSOR EXERCISES CONTROL.**

**CO-SPONSOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPERT WITNESS FEES, WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CO-SPONSOR OR ANOTHER ENTITY OVER WHICH CO-SPONSOR EXERCISES CONTROL.**

**COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.**

9. **NOTICE.**
  - a. 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 delivered in person 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 the County or Co-Sponsor 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 **HHC**:                    Hispanic Health Coalition  
                                 2626 S Loop W  
                                 Houston, Texas 77054  
                                 Attn: Louise Villejo, MPH, RCHES

To the **HCPH**:                Harris County Public Health  
                                 1111 Fannin Street  
                                 Houston, Texas 77002  
                                 Attn.: Courtney Anderson

Copy To:                    Harris County Purchasing Agent  
                                 1111 Fannin St, 12th Floor  
                                 Houston, Texas 77002

- b.     Either Party may designate a different address by giving the other Party ten (10) days written notice.

**10.    APPLICABLE LAW AND VENUE.**

- a.     The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- b.     This Agreement is governed by the laws of the State of Texas.
- c.     The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- d.     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.

**11.    NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY.**

- a.     Nothing in the 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.

- b. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- c. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- d. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

12. **AUDIT RIGHTS.**

- a. Audit Rights. The Co-Sponsor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Co-Sponsor's cooperation shall include, but not be limited to access to the Records, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- b. Record Retention. The Co-Sponsor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Records. The Co-Sponsor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Records.

13. **WAIVER OF BREACH.** Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

14. **SEVERABILITY.** If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

15. **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 including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties and may be modified only by written amendment executed by the Parties.

17. **EXECUTION, MULTIPLE COUNTERPARTS.** This 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 this agreement.

**HISPANIC HEALTH COALITION**

By: /s/ Louise Villejo  
Name: Louise Villejo  
Title: Vice President, Hispanic Health Coalition  
Date signed: November 3, 2023

**HARRIS COUNTY**

By: \_\_\_\_\_  
LINA HIDALGO  
HARRIS COUNTY JUDGE  
Date signed: \_\_\_\_\_

**HARRIS COUNTY PUBLIC HEALTH**

By: Barbie L. Robinson  
Barbie L. Robinson, MPP, JD, CHC  
Executive Director  
Harris County Public Health  
Date signed: 11/3/2023

**APPROVED AS TO FORM:**

Christian D. Menefee  
Harris County Attorney

By: Hailey New  
Hailey New  
Assistant County Attorney  
C. A. File No.: 23GEN3051



**ORDER OF COMMISSIONERS COURT**  
Authorizing Execution of a Co-Sponsor 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 \_\_\_\_\_, 2023, with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
HARRIS COUNTY AND THE HISPANIC HEALTH COALITION**

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	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
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. Lesley Briones	<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. County Judge is hereby authorized to execute on behalf of Harris County, an Agreement between Harris County Public Health and the Hispanic Health Coalition for the contribution of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00) in Health and Wellness Division funds to HHC for the purpose of co-sponsoring the 7th Latino Health Summit Conference. The Agreement is incorporated herein as though fully set forth 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.