

AGREEMENT BY AND BETWEEN HARRIS COUNTY, TEXAS AND HOPE CLINIC

This Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **HOPE Clinic** ("Clinic") pursuant to the Tex. Health & Safety Code § 122.001, *et seq.* County and Clinic may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the County and Clinic desire to promote health and wellness by providing the public with recreational opportunities and skills-based health education.

WHEREAS, the County and Clinic use outreach initiatives to foster equitable health outcomes among people from all backgrounds and ages.

WHEREAS, the Clinic has developed the "Bite of HOPE" program with grant funds from Cities Changing Diabetes to prompt public discourse about nutrition.

WHEREAS, the County and Clinic hope to further their shared goals by hosting a 5-mile bicycle ride and "Bite of HOPE" cooking demonstration on September 3, 2022 at the Tom Bass Park and Community Center in Harris County Precinct One ("Precinct").

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 County shall provide a facility and classroom space for cooking demonstration at Tom Bass Community Center.
- (ii) The County shall distribute marketing materials (as approved) and promote the initiative on its event calendar.
- (iii) County employees shall support recruitment and participant registration efforts for the event, including entering information into the ActiveNet Community Portal for attendees.
- (iv) The County shall develop the route for the bicycle ride.
- (v) The County shall provide bicycles through RideONE.
- (vi) The County shall be responsible for employees including salary, benefits, supervision, and discipline.
- (vii) The County shall have the right to unilaterally substitute or change the employees provided to the Clinic.

B. The Clinic's Responsibilities:

- (i) The Clinic shall provide food, cooking equipment, plate ware, refreshments, t-shirts, and giveaways for attendees
- (ii) The Clinic is responsible for retaining "Bite of HOPE" Chef Christopher Lott. If Chef Lott becomes unavailable, the Clinic is responsible for booking a suitable replacement, subject to the Precinct's approval.
- (iii) The Clinic shall develop marketing materials subject to the Precinct's approval.
- (iv) The Clinic shall promote and market the event internally.

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 Clinic at the following addresses:

Clinic: HOPE Clinic
7001 Corporate Drive, Suite 120
Houston, Texas 77036

County: Harris County Precinct 1
1001 Preston Avenue, Suite 950
Houston, Texas 77002
Attention: Christopher Browne

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, shall be considered to be an employee, agent, partner, or representative of the Clinic for any purpose. The Clinic, 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 Clinic 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 Clinic.
 - (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 authorize 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 by 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 Clinic warrants that the duties accorded to the Clinic in this Agreement are within the powers and authority of the Clinic.

[EXECUTION PAGES FOLLOW]

HARRIS COUNTY, TEXAS

HOPE CLINIC

By: _____
Lina Hidalgo
County Judge

By: Andrea Caravostis
CEO (Title)

APPROVED AS TO FORM:

ATTEST

CHRISTIAN D. MENEFEE
Harris County Attorney

By: _____
Secretary

By: Nicholas Santulli
Nicholas Santulli
Assistant County Attorney
CAO File Number: 22GEN2058

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 AGREEMENT BETWEEN
HARRIS COUNTY AND HOPE CLINIC
TO HOST BICYCLE RIDE AND COOKING DEMONSTRATION
AT TOM BASS PARK AND COMMUNITY CENTER**

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 Agreement between Harris County and the HOPE Clinic to host a bicycle ride and cooking demonstration on September 3rd at Tom Bass Park and Community Center.
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.