

GENESYS WORKS MASTER SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into effective as of the date of final signature, between **Genesys Works – Houston**, a Texas nonprofit corporation with its principal place of business located at 3100 Main St., Suite 702, Houston, Texas, 77002 ("Genesys"), and **Harris County**, a body corporate and politic under the laws of the state of Texas, acting by and through its Commissioner Precinct 2, with its principal place of business located at 1001 Preston, Suite 924, Houston, Texas 77002 ("Client"). Either Genesys or Client may be referred to herein as "Party" or collectively referred to herein as the "Parties."

1. DESCRIPTION OF SERVICES

Genesys agrees to provide services (herein the "Services") to Client as may be agreed to from time to time by the Parties in a Statement of Work. Each such Statement of Work shall specify the Services to be provided to Client and the applicable fees. A Statement of Work shall be completed for each Client location or business to which Genesys is providing services, while this Services Agreement shall govern all Statements of Work across the Client's locations. Each Statement of Work must be signed by Client to be enforceable. Each Statement of Work shall be governed by this Agreement. In the event of any conflict between this Agreement and the Statement of Work, this Agreement shall prevail. The initial Statement of Work between the Parties is attached hereto as Exhibit A.

2. GENESYS INTERNS

(a) Genesys represents that it will assign only qualified employees of Genesys (herein "Intern(s)") to perform the Services. Interns shall remain employees of Genesys. Genesys will (i) maintain all necessary personnel and payroll records for its Interns; (ii) calculate the Interns' wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the Interns; (v) provide for liability and fidelity insurance as specified in Section 8 below; and (vi) provide workers' compensation insurance coverage in amounts as required by law. Interns shall not be entitled to participate in any of Client's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs, and agreements, whether reduced to writing or not.

(b) At Client's request, Genesys will immediately remove any of its Interns assigned to perform services for Client; provided, that this Agreement will in no way affect the right of Genesys, in its sole discretion as employer, to hire, assign, reassign, and/or terminate its own employees. To minimize turnover and associated training costs, Genesys agrees not to reassign or terminate any Technician assigned to Client unless absolutely necessary.

3. COMPLIANCE WITH LAWS

(a) In connection with the performance of this Agreement and the Services, Genesys shall comply with all laws, regulations, and orders, to the extent applicable to

Genesys including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act, and the Immigration Reform and Control Act. Genesys represents that its policy is to provide employment, promotion, training and other conditions of employment without regards to race, color, religion, national origin, sex, marital or veteran status, age or handicap.

- (b) Genesys shall advise employees that Client prohibits smoking on the premises and the use of illegal drugs and controlled substances. Client shall require Genesys to immediately remove any of its employees that fail to strictly adhere to Client's policies.

4. INTELLECTUAL PROPERTY AND WORKS FOR HIRE

Upon payment for services by Genesys and approved by Client, all reports, information, materials, software or other work product created or acquired by Genesys in performing such Services under this Agreement ("Engagement Work Product"), and all Intellectual Property therein, shall be the property of Client. Genesys hereby assigns, and agrees to assign, to Client, without further compensation, all right, title and interest in and to any Intellectual Property in the Engagement Work Product. Genesys further acknowledges that any and all works of authorship, developed, conceived, or created as part of the Engagement Work Product shall, to the extent allowed by law, be considered "works for hire" as that term is defined under United States copyright law. For purposes of this agreement, "Intellectual Property" means anything that is, has been, or is capable of being patented, protected as a trade secret, protected by copyright law (including copyrights in computer programs, software, computer code, documentation, manuals, specifications and data), or protected by or under any other United States or foreign laws or statutes relating to intellectual or industrial property rights. With respect to the Engagement Work Product, Genesys agrees that it shall, without additional compensation unless agreed to otherwise, execute and deliver any and all applications, instruments of conveyance, transfer and assignment, or other documents relating to the Intellectual Property, as requested by Client, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings or other documents relating to the Intellectual Property; reasonably cooperate and assist in providing information for or participating in any action, threatened action, or considered action relating to the Intellectual Property; and take any and all other actions as Client, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce, and exploit the Intellectual Property and all rights therein to Client, its successors, or assigns.

5. WARRANTIES

Genesys represents and warrants to Client that:

- (a) Genesys has the experience and ability as may be necessary to perform all Services with a high standard of quality;
- (b) Genesys shall perform the Services in a workmanlike and professional manner and in accordance with applicable industry standards;
- (c) the Engagement Work Product shall be free from material defects, will perform as intended, and will be suitable for Client's business purposes;

- (d) Genesys is fully authorized and has the right to enter into and fully perform this Agreement; and
- (e) the Engagement Work Product shall not in any way infringe upon or violate any applicable law, rule or regulation, any contract with a third party or any rights of any third person, including, without limitation, rights of patent, trade secret, trademark or copyright.

6. PAYMENT FOR SERVICES

Client will pay Genesys in accordance with the pricing agreed upon by the Parties in the applicable Statement(s) of Work. In the event of termination of this Agreement, Client will pay Genesys for authorized services satisfactorily performed up to the time of termination, within thirty (30) days of the submission of a final invoice. Likewise, in the event of termination of this Agreement, Genesys shall pay to Client a refund for any services that may have been prepaid by Client which have not been performed prior to the termination date.

In the event that Client wishes Genesys to bill it through a third party service provider or workforce management company, Genesys will apply a 5% service charge on all invoices to cover the incremental cost of working with the third party.

To the extent that payments are contemplated under Section 6 of this Agreement or any associated Statement of Work, the Parties agree that no such payments shall be initiated or processed without prior written approval from the Purchasing Department. For the Class of 2026 season, it is understood by both parties that all services outlined within the agreement will be of no cost to Client. Costs associated with services rendered to Client can be revisited and agreed upon by both parties at the end of the Class of 2026 term as payment agreements resulting in no cost to Client is for a one-year term only.

7. TERM; TERMINATION

The term of this Agreement begins as of the date first shown above and will continue in effect for two (2) years or sooner as hereafter provided. Thereafter, this Agreement will automatically renew for successive one (1) year periods. Either Party may terminate this Agreement during the initial or any subsequent term, with or without cause, by providing the other Party with fourteen (14) days written notice. Genesys shall immediately discontinue work on any outstanding Statement of Work upon its receipt of a termination notice from Client.

8. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Genesys will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) Workers' Compensation. Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed with current coverage at \$1,000,000 per accident;
- (b) Employer's Liability. Employer's liability insurance with a limit of not less than \$1,000,000 per incident;

- (c) General Liability. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$2,000,000 combined limit per occurrence; and

Genesys will furnish Client with certificates evidencing such insurance coverage, upon request.

9. MUTUAL INDEMNITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING GENESYS' OBLIGATION TO PROVIDE GENERAL LIABILITY INSURANCE, EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER PARTY HARMLESS FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND ASSERTED AGAINST THE OTHER BY ANY OTHER PERSON (INCLUDING WITHOUT LIMITATION EMPLOYEES OF EITHER PARTY) FOR PERSONAL INJURY, FOR LOSS OF OR DAMAGE TO PROPERTY, OR FOR ALLEGED VIOLATIONS OF LAW RESULTING FROM THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY. WHERE PERSONAL INJURY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY IS THE RESULT OF THE JOINT NEGLIGENCE OR MISCONDUCT OF THE PARTIES HERETO, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES EXPRESSLY AGREE TO INDEMNIFY EACH OTHER IN PROPORTION TO THEIR RESPECTIVE SHARE OF SUCH JOINT NEGLIGENCE OR MISCONDUCT. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE OBLIGATED TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER THIS AGREEMENT.

10. CONFIDENTIALITY AGREEMENT

The Parties agree that the terms of this Agreement are and shall remain confidential. During the course of performing this Agreement, Genesys ("Recipient") may obtain certain confidential information ("Confidential Information") from Client ("Discloser"). Confidential Information is any information provided by Discloser or its Representatives to Recipient that relates to the business, productions, processes and services of the Discloser or any affiliate of the Discloser, including, but not limited to, information related to research, development, inventions, products under development, purchasing, accounting, information technology, engineering, marketing, merchandising, pricing, selling, and lists of names and/or addresses and phone numbers of employees, Clients, and customers that Discloser considers confidential to it or its affiliates, and shall be deemed to include, in addition to the foregoing information, all notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the Recipient or its Representatives pursuant hereto. Genesys agrees to keep Confidential Information disclosed hereunder confidential by exercising the same high degree of care and discretion as it uses with its own confidential information. This clause shall survive the cancellation, expiration or termination of this Agreement. Genesys shall not use or disclose such Confidential Information to a third Party other than as expressly permitted under this Agreement, or as required by judicial tribunal or government order. However, at least ten (10) business days prior to any such disclosure of Confidential Information, Genesys shall notify Client in writing of its intent to disclose Confidential Information in order to permit Client an opportunity to seek an appropriate protective order.

11. PRESS RELEASES

Except where disclosure is required by law or to comply with requirements of regulatory agencies, neither Party shall disclose the terms of this Agreement to any third party except outside auditors or legal counsel; issue any press release; or use this Agreement for advertising or promotional purposes without the prior written consent of both Parties.

12. NOTICES

Any notices, consents or other communications required or permitted under this Agreement must be in writing and delivered via overnight air courier (postage prepaid), or registered or certified mail (postage prepaid with return receipt requested), addressed as follows:

Genesys Works

3100 Main Street

Suite 702

Houston, Tx 77002

Attn: Colleen Ashworth

Telephone: (903)780-5895

Client

1001 Preston Street, Suite 9240

Houston, Texas 77002

Attention: Tiko Hausman

Telephone No.: (713) 274-2222

Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the next business day after mailing or deposit with an overnight air courier; or (b) three business days after being sent, if sent by registered or certified mail.

13. GOVERNING LAW AND ATTORNEYS' FEES

This Agreement will be governed by and construed in accordance with internal laws of the state of Minnesota, without reference to choice of laws, rules or principles. Venue for any action related to this Agreement shall be brought exclusively in Ramsey County, Minnesota. The prevailing Party in any litigation shall be entitled to recover from the non-prevailing Party all of the prevailing Party's costs of litigation, including but not limited to reasonable attorneys' fees and court costs.

14. SECTION HEADINGS

The Section headings of this Agreement are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.

15. SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a Party to declare

a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

16. ASSIGNMENT

Genesys shall not assign this Agreement without the prior written consent of Client. Client may assign this Agreement to any wholly owned subsidiary of Client without obtaining the consent of Genesys or without prior notice. This Agreement will be binding upon the Parties hereto, and their successors and assigns, as permitted.

17. INDEPENDENT CONTRACTOR

In its performance of this Agreement, Genesys will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Genesys an agent, partner, or joint venturer of Client. Neither Genesys nor its Interns will have any claim to Client's revenues from their work.

18. ENTIRETY

This Agreement and its Exhibit(s) are the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

Genesys Works

Signed by:

By: 
 Daphane Carter
 Executive Director

Date: 10/2/2025 | 8:08 AM PDT

Client: Harris County

APPROVED AS TO FORM:

Christian D. Menefee
 County Attorney

By: _____
 Lina Hidalgo
 County Judge
 Date: _____

By: _____
 Alexa Moores
 Assistant County Attorney
 CAO File No.: 25GEN2397

STATEMENT OF WORK

HIGH SCHOOL TECHNICIAN

Harris County	GENESYS WORKS-HOUSTON
Address: <u>Click here to enter text.</u> <u>Click here to enter text.</u>	Address: <u>3100 Main St, Suite 702</u> <u>Houston, TX 77002</u>
Authorizing Individual's Signature	Accepting Individual's Signature
	Signed by: 
Name <u>Lina Hidalgo</u>	Name <u>Daphane Carter</u>
Title <u>County Judge</u>	Title <u>Executive Director</u>
Date <u>Click here to enter a date.</u>	Date <u>10/3/2025 8:08 AM PDT</u>

The Parties agree that this Statement of Work between Harris County, acting by and through its Commissioner Precinct 2 (“Client”) and GENESYS WORKS-HOUSTON (“GENESYS”) documents the authorization for GENESYS to support Client by supplying Technician(s) as described below. Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Services Agreement entered into by and between GENESYS WORKS-HOUSTON and Harris County, acting by and through its Commissioner Precinct 2 on 8/26/2013 (the “Services Agreement”), the terms of which are incorporated hereto.

Client may request GENESYS to provide Technicians to perform business technology related functions.

For the Service Period noted below, GENESYS shall provide the following Technicians in a timely manner to meet Client’s needs.

Number of Technicians	Service Period	Position(s)
2	September 2025 – August 2026	Genesys Works Intern

The specific start date of the Service Period and the address of Client’s location will be mutually agreed upon by the Parties prior to the first day of the Service Period.

Fee Schedule:

For all of the Technicians listed above, Client shall pay GENESYS the fees described below for all hours worked by the Technicians:

Position	Wages 0 to 40 hours per work week (Monday – Friday)	In excess of 40 hours per work week (“overtime”)
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Genesys Works Intern	\$00.00 per hour	Intern cannot exceed 40 hours per week.
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Technicians provided under this Statement of Work are high school seniors who are attending school 4 hours per day and are available for work 4 hours per day. In order to ensure that Technicians successfully complete their high school education, graduate from high school and enter college at the end of the Service Period consistent with the mission of GENESYS, Client and GENESYS agree that Technicians will not work more than 20 hours per work week during school months, and no more than 40 hours per work week during school holidays and summer breaks. During the course of the Service Period, the Technicians will not work more 1,240 total work hours.

Payment Terms:

The payment terms will be governed as set forth in the Agreement.

Contract Terms:

Client and GENESYS agree to the provision of Technician(s) in accordance with the terms contained in the Services Agreement. In the event of any conflict between this Statement of Work and the Services Agreement, the terms of this Statement of Work shall control.

The terms of this Statement of Work shall remain in place throughout the Service Period, but may be amended by mutual agreement.

Termination or Withdrawal of Technician:

In the event that a Technician withdraws or is terminated, GENESYS will replace the Technician with another qualified High School Technician or College Technician. If the withdrawn or terminated Technician is replaced with another High School Technician, the Client will continue to pay the corresponding fees in accordance with the fee schedule for a High School Technician as provided for in this Statement of Work for the remainder of the Service Period. If the terminated or withdrawn Technician is replaced by a College Technician, the Client will continue to pay the fees for a High School Technician as provided for in the fee schedule of the respective Statement of Work for the remainder of the Service Period. In the event a College Technician is used to temporarily replace a terminated or withdrawn Technician due to an inability of GENESYS to promptly provide a High School Technician, and such College Technician is requested to continue work by the Client beyond the Service Period, Client agrees to pay a new bill rate for the College Technician, which reflects the bill rates typical for a GENESYS College Technician and will enter into a new Statement of Work for College Technicians.

ORDER OF COMMISSIONERS COURT
Authorizing execution of 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 _____, 2025, 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 GENESYS WORKS**

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 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 is hereby authorized to execute for and on behalf of Harris County an Agreement with Genesys Works for two (2) interns to serve Commissioner Precinct 2. The Agreement 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.