

**AGREEMENT BY AND BETWEEN HARRIS COUNTY, TEXAS AND
THE CENTER FOR URBAN TRANSFORMATION**

This Agreement ("Agreement") is entered into by and between **Harris County** ("County") and the **Center for Urban Transformation** ("CUT") pursuant to the Tex. Fam. Code Ch. 264.006; Tex. Loc. Gov't Code 332.002, *et seq.* County and CUT may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

The County recognizes that out-of-school services provide valuable opportunities for young people to excel and expand their horizons outside of the classroom; and

The County strives to partner with community organizations to provide recreational programming; and

Houston's Fifth Ward neighborhood has a great need for safe and engaging programs for young people; and

Youth programs offered by Harris County Precinct One ("Precinct") currently focus on children ages six through thirteen, creating an opportunity to enhance programming for teenagers and other young people; and

CUT is a community organization dedicated to creating "opportunities for Fifth Ward families" whose programs primarily serve young people over the age of twelve and focus on civic engagement, arts, social-emotional skill development, academic success, basic needs service navigation, and resiliency-building; and

CUT has seen promising results across their past programs in reducing in-school and out-of-school suspensions and increasing pro-social cognition and attendance; and

The Precinct and CUT hope to further their shared goals by hosting at the Finnigan Park Community Center ("Center"): (1) an after-school program for young people during the academic year ("CUT Club"), (2) supplemental programming for young people during the summer months ("CUT Camp"), and (3) monthly community meetings ("CUT Meetings").

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 CUT's Responsibilities:

- i. CUT shall facilitate after-school and summer programs at the Center each weekday for approximately 20-30 young people ages 12-24, aside from occasional holiday closures.
- ii. During the academic year, CUT Club shall take place from Monday through Friday of each week from 4:00 PM until 6:00 PM.
- iii. During the summer months, CUT Camp shall take place each week from Monday through Friday from 2:30 PM until 6:00 PM.
- iv. CUT shall have the right to hold special activities (such as CUT Meetings) until the Center's closing time as set by the Precinct, with advance notice to the Precinct and subject to the Precinct's approval.
- v. CUT shall provide all staff, supplies, curriculum, food, snacks, and vendors necessary to run impactful and safe programs for young people.
- vi. CUT shall handle promotion and recruitment for all programming.
- vii. CUT shall develop parental consent forms for participants that are subject to the Precinct's approval.
- viii. CUT shall maintain Precinct-approved parental consent forms for all CUT Club and CUT Camp participants, including a waiver that releases the County of any liability due to CUT's policy of allowing older participants "in and out privileges" where participants can come and go.
- ix. CUT may only afford "in and out privileges" to program participants who are 14 years of age or older.
 - x. CUT will keep the Center in a neat, clean, and respectable condition.
 - xi. CUT will not charge a fee of any kind, except upon the prior written approval of the Harris County Commissioners Court.
 - xii. CUT will ensure all trash is placed in Precinct trash cans at the end of each program day.
 - xiii. CUT shall maintain supervision of youth program participants at all times.
 - xiv. CUT shall not permit participants to access the kitchen or staff area (including CUT pantry) without staff supervision.
 - xv. CUT shall share unduplicated attendance counts with the Precinct on a monthly basis in a form that has been approved by the Precinct.
 - xvi. CUT shall share any special set up needs (tables/chairs) with Precinct contact at least two business days in advance of a special event or activity.
 - xvii. CUT shall communicate facilities problems to Precinct contacts as soon as possible.
 - xviii. CUT will be responsible for damage to the Center caused by CUT program participants, staff, or contractors who are on the premises on account of involvement in any CUT programming.
 - xix. CUT shall handle all aspects of CUT Club, CUT Camp, CUT Meetings, and other CUT programming beyond those duties expressly assigned to the Precinct.
 - xx. CUT shall comply with Precinct rules and guidance as it relates to CUT programming taking place at the Center.

B. The County's Responsibilities:

- i. Precinct shall be responsible for general facilities oversight and maintenance of the Center, including opening and closing of all facilities, providing Wi-Fi, managing work orders, and daily trash pickup.
- ii. Precinct shall provide CUT with space to store items necessary for CUT programming, including food, basic safety and hygiene products, and program supplies.
- iii. Precinct shall provide staff support to set-up for CUT programming and special events in accordance with the availability of Precinct staff.
- iv. Precinct shall ensure appropriate separation of Precinct out-of-school time youth program participants (ages 6-13 years) from the CUT participants (ages 12-24 years).
- v. Precinct shall share CUT program opportunities with Precinct youth out of school time program participants who overlap in target age (ages 12-18 years) and facilitate cross-program engagement when appropriate.
- vi. Precinct shall allow CUT to host special events (such as CUT Meetings) at the Center when possible.
- vii. Precinct shall require parental consent before students enrolled in Precinct programs can participate in CUT activities.

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 through the end of FY2024 (September 2024).

This Agreement may be terminated by any Party with 30 days written notice to the other Party, or as otherwise provided under this Agreement.

Section 3. Limitation of Appropriation

CUT understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds through this Agreement.

Section 4. 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”). CUT 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 CUT.
- 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 CUT 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 CUT's rights, title to, or interest in any information or data or a part thereof, furnished to the County by CUT under this Agreement, then the County will promptly notify CUT of such request. CUT 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. CUT is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. CUT 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. CUT affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by CUT and agents acting on behalf of CUT and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

Section 5. Insurance Requirements

- A. The CUT shall obtain no later than fourteen (14) business days after the execution of this Agreement, and maintain at all times during the term of this Agreement, insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the CUT. These requirements do not establish limits of the CUT's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
- B. CUT shall maintain at a minimum:
 - i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage,

Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, Two Million Dollars (\$2,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned no later than fourteen (14) business days after the execution of this Agreement and attached to the signed Agreement as Exhibit A.

Section 6. Compliance and Standards

- A. CUT represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. CUT shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and CUT’s performance to be rendered hereunder. CUT represents that CUT and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B. CUT agrees to keep confidential the contents of all its discussions with County employees and officials. CUT agrees to keep confidential the contents of all County records and all other information obtained during CUT’s performance of Services under this Agreement.

CUT shall not release any confidential information unless the County, in writing, authorizes CUT to release specific information to any third parties.

- C. CUT shall not access any information it is not authorized to receive, nor shall CUT copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D. CUT shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall CUT copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E. CUT warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect CUT's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F. CUT warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G. CUT warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H. Conflict of Interest: CUT warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, CUT warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that CUT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I. Lobbying: CUT shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to CUT exceeds \$100,000.00, CUT shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

J. NO FEDERAL EXCLUSION

- i) CUT warrants that neither CUT nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- ii) CUT agrees to report immediately to the County if CUT becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
- iii) CUT warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. CUT must immediately notify the County of any such exclusion or suspension. CUT warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. CUT warrants and represents that no person who has an ownership or controlling interest in CUT’s business or who is an agent or managing employee of CUT has been convicted of a criminal offense related to involvement in any federal program.

- K. County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. CUT shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of CUT’s backup and support data for billings,

and CUT shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

- L. Whistleblower Protection Act: CUT understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. CUT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. CUT shall insert the substance of this clause; paragraph M (“Whistleblower Protection Act”), in all subcontracts providing services under this Agreement.
- M. Prior to execution of the Agreement, CUT shall, as an update, complete Form 1295 in accordance with Tex. Gov’t Code Ann. § 2252.908 concerning “Interested Parties,” CUT warrants and represents that all the information on the form is complete and accurate.
- N. Foreign Terrorists Organizations: In accordance with Tex. Gov’t Code Ann. Chapter 2252 Subchapter F, CUT warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, CUT does not appear on the Texas State Comptroller’s list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O. Anti-Boycott: CUT warrants and represents, in accordance with Tex. Gov’t Code Ann. § 2271.002, that unless CUT meets an exemption under subsection (a), then, as required by subsection (b), CUT’s signature on this Agreement constitutes CUT’s written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.
- P. Fraud, Waste or Abuse Hotline: CUT shall immediately report to the County through the County’s Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County’s Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

Section 7. Audit Rights

- A. Audit Rights. The CUT shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The CUT’s cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, 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 CUT agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The CUT will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

Section 8. 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 CUT at the following addresses:

County: Harris County Precinct 1
1001 Preston Avenue, Suite 950
Houston, Texas 77002
Attention: Erica Lee Carter, MPP

CUT: Center for Urban Transformation
3300 Lyons Avenue, Suite 103
Houston, Texas 77020
Attention: Leah Wolfthal, Acting Executive Director

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 CUT for any purpose. The CUT, 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. Indemnification. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CUT 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 CUT, OR ANOTHER ENTITY OVER WHICH CUT 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 CUT OR ANOTHER ENTITY OVER WHICH CUT EXERCISES CONTROL.

CUT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY’S 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 CUT OR ANOTHER ENTITY OVER WHICH CUT 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.

CUT SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CUT OR ANOTHER ENTITY OVER WHICH CUT EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CUT PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CUT IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

- E. No Third-Party Beneficiaries. No Party is obligated or liable to any other party other than the other Parties 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 CUT with respect to any third party.
- F. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any 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.
- G. 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 the County, and CUT 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.
 - (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.
- H. 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.
- I. No Binding Arbitration; Right to Jury Trial. No Party agrees to binding arbitration, nor does either Party waive its right to a jury trial.
- J. 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.

- K. Recitals. The recitals set forth in this agreement are, by this reference, incorporated into and deemed part of this Agreement.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. Warranty. By execution of this Agreement, CUT warrants that the duties accorded to it in this Agreement are within its respective powers and authority.

[EXECUTION PAGES FOLLOW]

HARRIS COUNTY, TEXAS

**CENTER FOR URBAN
TRANSFORMATION**

By: _____
Lina Hidalgo
County Judge

By: Leah Wolfthal
Leah Wolfthal
Acting Executive Director

APPROVED AS TO FORM:

ATTEST

CHRISTIAN D. MENEFEE
Harris County Attorney

By: _____
Secretary

By: Nicholas Santulli
Nicholas Santulli
Assistant County Attorney
CAO File Number: 22GEN2901

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 THE CENTER FOR URBAN TRANSFORMATION TO HOST COMMUNITY PROGRAMMING

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 Center for Urban Transformation to host after-school, summer, and community programs at Finnigan Park 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.