

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,

with the following members present:

| | |
|---------------------|------------------------------|
| Judge Hidalgo | County Judge |
| Rodney Ellis | Commissioner, Precinct No. 1 |
| Adrian Garcia | Commissioner, Precinct No. 2 |
| Tom S. Ramsey, P.E. | Commissioner, Precinct No. 3 |
| R. Jack Cagle | Commissioner, Precinct No. 4 |

and the following members absent: _____,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to accept the attached Agreement between Harris County Public Health (HCPH) and United Way Community Resource 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 Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ramsey | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Cagle | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The meeting chair 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 the County Judge is authorized to approve the attached Agreement between Harris County Public Health (HCPH) and United Way Community Resource Center. This Agreement will be effective December 13, 2022 through December 13, 2022. Please see attached document(s) for additional information.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

DOS 12/13/22

**CONTROLLING ADDENDUM TO THE EVENT BOOKING CONTRACT BETWEEN
UNITED WAY OF GREATER HOUSTON AND HARRIS COUNTY**

STATE OF TEXAS §

COUNTY OF HARRIS §

This Controlling Addendum is entered into between **Harris County** ("County"), a body corporate and politic under the laws of the State of Texas, acting on behalf of Harris County Public Health ("Department") and **United Way of Greater Houston** ("United Way" or "Contractor"). County and United Way are collectively referred to as "Parties" and individually as a "Party".

I. CONTROLLING ADDENDUM

It is expressly understood and agreed that the Event Booking Contract and any attachments, collectively the "Agreement", are attached hereto and incorporated herein by reference. In the event of any conflict between the terms and provisions of the Agreement and this Controlling Addendum, this Addendum shall control.

II. TERMS OF PAYMENT

Contractor shall submit an invoice upon the Department's acceptance of the equipment, product or Services. Each invoice shall include a description of the equipment, product or Service and the price for each. All invoices **MUST** be submitted by email to: VENDORINVOICES@HCTX.NET and by mail to: Harris County Auditor, Attn: Accounts Payable, 1001 Preston 8th floor, Houston, Texas 77002. The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.

The invoices shall, at a minimum, include a description of the Deliverable(s), the cost, and the total amount billed for the Deliverable(s). After receipt of an invoice, the Auditor will forward it to the Department, which shall review and approve it with such modifications as may be deemed appropriate, and then return, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

III. LIMIT OF APPROPRIATIONS

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the

County 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 Five Dollars and No/100 (\$105.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.

IV. PUBLIC INFORMATION

- (a) The parties expressly acknowledge that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement or otherwise available to third parties in accordance with the Texas Public Information Act. Furthermore, it is understood and agreed that County may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to any items or data furnished County and/or whether or not the same are available to the public. It is further understood and agreed that County, its officers, directors, agents, and employees have no liability or obligations to United Way for the disclosure to the public, or to any person or persons, of any items or data disclosed by County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
- (b) County responds to all written requests for documents in accordance with the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended. County shall not be obligated to give notice of any action or copies of any documents, including contracts, litigation, or administrative actions, except in response to a written request or as otherwise required by applicable law.

V. INDEMNIFICATION

To the extent allowed by law, each Party shall be responsible for all claims, liability, and property damage due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

VI. LIABILITY INSURANCE

County is self-insured in accordance with its limited liabilities under the Texas Torts Claims Act as set forth in the Texas Civil Practice and Remedies Code, Chapters 101, 104, 108. At United Way's request, County can provide supporting documentation of its self-insurance.

[Signature Page Follows]

UNITED WAY OF GREATER HOUSTON

By: _____

Print Name: ANTONETTE B. FERNANDEZ

Title: MANAGER, CRC

Date Signed: 08/23/22

HARRIS COUNTY

By: _____

Lina Hidalgo

County Judge

Date Signed: _____

Approved:

Barbie L. Robinson, MPP, JD, CHC

Executive Director

Harris County Public Health

Date Signed: _____

APPROVED AS TO LEGAL FORM:

CHRISTIAN D. MENEFE

Harris County Attorney

By: Sam Kirchhoff _____
Sam Kirchhoff

Assistant County Attorney

CAO File No. 22GEN3264

United Way Community Resource Center Event Booking Contract Terms and Conditions

Harris County Public Health and Environmental Services - DEPOSIT ON FILE agrees to the following Terms and Conditions that comprise and complete the Event Booking Contract. By signing the Event Booking Contract, you acknowledge that you have read and agree to Terms and Conditions and the date(s) and details for your meeting/event are correct.

Eligibility and Usage

Use of the CRC is for nonprofit and community organizations that are classified as 501(c)3 charitable organizations by the Internal Revenue Service, and government agencies serving the State of Texas. Proof of nonprofit status is required.

Meetings/Events Permitted

- Staff meetings
- Board meetings
- Committee or task force meetings
- Volunteer or staff training events
- Professional conferences
- Collaborative meetings with other nonprofit partners
- Activities that support and align with the mission and work of United Way of Greater Houston

Meetings/Events Not Permitted

- Fundraisers
- Public forums
- Political activities
- Promotion of political candidates or political issues
- Public job fairs
- Press conferences/media events (See attached Media Guidelines)

Security Deposits, Charges and Payments

Eligible groups reserving meeting space in the CRC will be required to pay a refundable security deposit prior to executing the Event Booking Contract:

- \$100 refundable security deposit is required for Tuesday through Friday events
- \$250 minimum refundable deposit or 50 percent of the estimated event cost is required for Saturday meetings/events

Eligible groups will be charged for the use of ancillary services such as audio visual equipment, meeting supplies, copy/fax services, and beverage services provided by CRC staff. The CRC also charges a fee for after-hours usage of the facility. See attached documents for charges related to ancillary services, beverage services and after-hours usage of the CRC.

Payment of Security Deposits and Other Charges

Eligible organizations reserving meeting space in the CRC will be invoiced for all related charges. The CRC accepts cash, checks, credit cards and money orders. Checks are to be made payable to: United Way of Greater Houston.

Rentals and Catering Arrangements

Arrangements for catering and any rentals for meetings/events and their associated costs are not available through the CRC. These arrangements should be made directly with the catering or rental company.

**United Way Community Resource Center
Event Booking Contract
Terms and Conditions**

Check-in and Check-out Procedures

The eligible organization's representative must check in with CRC staff upon arrival and must be present during the entire meeting/event. The representative also must check out with CRC staff before leaving. The check-in process includes a review of CRC policies, procedures and logistics such as audio visual, meeting room set-up, emergency procedures, restrooms and beverage services.

As part of the check-out process, the eligible organization's representative is responsible for cleaning the meeting room after the event and leaving it ready for the next group. CRC staff will check the meeting room(s) before the group leaves and will confirm actual attendance and the time of check out. If your meeting ends earlier than planned and you do not check out with CRC staff, your group will be charged for the time stated on the Event Booking Contract.

A \$25 fee will be charged for the meeting room and \$100 for the auditorium if not cleaned and returned to its original condition. Beverage carts should be cleaned and returned to their original location outside the warming pantry. Food and spills must be properly cleaned. Groups are subject to a \$100 fee for un-removed spills and stains.

Cancellation Policy and No Shows

Meeting cancellations and no shows will be handled as follows:

- Auditorium - \$100 cancellation fee will be charged for any meeting/event cancelled less than 60 days before the scheduled event date
- Small Meeting Rooms - \$25 cancellation fee will be charged for any meeting cancelled less than seven (7) business days before the scheduled event date
- Saturday events - \$250 minimum deposit will be forfeited for any cancellations occurring as described above for either the auditorium or small meeting rooms.
- No Shows -- \$100 will be assessed to the organizer's account for weekday meetings/events, and \$250 will be assessed for Saturday meetings/events. Future meetings will not be scheduled until all charges are paid in full.

Catering and Beverages

- Professional caterers are allowed to deliver already prepared food and beverages.
- All caterers must submit a Certificate of Liability before the event date and keep a current certificate on file with CRC staff in order to deliver food and services. This information may be faxed to 281-582-7765.
- Alcohol can only be served by a licensed caterer approved by the TABC (Texas Alcoholic Beverage Commission).
- The CRC warming pantry may be used for catering set-up only.
- No cooking is allowed in the CRC warming pantry or on the United Way Center campus.
- Coffee and tea are available for a small fee and will be served on the portable beverage carts.
- An additional fee will be charged if beverage carts are not cleaned and returned to their original location after the meeting/event.

**United Way Community Resource Center
Event Booking Contract
Terms and Conditions**

Audio Visual and Other Ancillary Services

The CRC provides certain ancillary fee-based services upon request. Requests should be made at least three (3) business days prior to the meeting/event date. Services and equipment include the following:

- LCD and overhead projectors
- Laptops
- DVD/VCR/TV
- Lectern or podium
- Microphones
- Conference phone
- Easels
- Flipchart paper and stand
- Projector stand
- Audio sound chord
- Stage assembly
- Fax and copy services

Parking

Free visitor parking is available in United Way's garage. Special parking arrangements for large groups, busses or vans should be made with CRC staff when making the meeting/event reservation.

Guests with Special Needs

CRC facilities, including the parking garage, are accessible for individuals with special needs. To ensure that room set-up and other logistical arrangements will accommodate all attendees, the group representative should advise CRC staff of anyone with special needs when scheduling a reservation.

Music

Music is permitted inside meeting rooms and auditorium only, and sound levels must be kept to a minimum in consideration of other meetings in progress. The CRC staff reserve the right to relinquish music privileges if sound levels are not contained. Professional musicians and DJs are permitted only when the entire CRC has been reserved for an event.

Decorations

All decorations must be approved by CRC staff prior to the meeting/event. Table top and free standing decorations (i.e. table tents, easels and posters, vertical pull-up banners) are permitted. Any decoration that require push pins, tacks, metallic confetti and tape are not permitted due to damage they cause to walls and vacuuming equipment. Any damages will result in additional fees charged to the event organizer.

**United Way Community Resource Center
Event Booking Contract
Terms and Conditions**

Prohibitions and Restrictions

- Concealed firearms and other weapons, including those that are licensed (except for weapons carried by security personnel and law enforcement officers) are prohibited in the CRC or on the United Way Center campus.
- Alcohol must be served by a licensed caterer approved by the TABC (Texas Alcoholic Beverage Commission).
- Tampering of any fire alarm or fire equipment is prohibited and will result in a \$200 fine and/or filing of criminal charges.
- The United Way Center is a smoke-free property. Smoking is prohibited in the CRC, parking garage, or anywhere on the United Way Center campus.
- Groups are not allowed to charge fees to attend their meetings/events in the CRC for the purpose of fundraising and generating funds for profit-making ventures. Sponsorships are permitted to cover the cost of the meeting/event only.
- No signs, push pins, tape or other adhesive materials are allowed on the CRC's painted walls.
- United Way of Greater Houston does not allow anyone to take professional photographs of any part of the United Way Center for external use.
- Animals/pets are prohibited on site during meetings, with the exception of animals assisting individuals with disabilities.
- Children under the age of 16 must be accompanied by an adult or guardian at all times.

Media/Press

Groups must request permission from CRC staff for media access or press conferences to be held on CRC property. See the attached Media Guidelines.

Building Closures

United Way of Greater Houston reserves the right to cancel meetings or revise hours of operations due to inclement weather conditions (torrential rain, flooding, hurricane, tornado, ice, snow, and freezing rain), bomb threat or other emergency. The safety of staff and guests is of paramount importance at all times.

Closures: In case of inclement weather, the decision to close the CRC will be determined as follows: If HISD closes schools across the district, the United Way of Greater Houston Administrative Offices and CRC also will be closed.

Changing Weather Conditions: Should weather conditions become severe during the day, on-site visitors in the CRC will be notified of a decision to bring meetings to a close and vacate the premises for the safety of all guests and staff.

Night and Saturday Closures: CRC management reserves the right to decide when the meeting facility will be open in the evenings and on Saturdays. In making decisions, CRC management will consider weather and driving conditions before and after meetings for both guests and CRC staff.

Notification of Closures: CRC management will communicate decisions about closing the facility or adjusting hours of operation to the primary meeting contact as soon as possible.

**United Way Community Resource Center
Event Booking Contract
Terms and Conditions**

Occupancy

- Occupancy limits for the CRC auditorium and meeting rooms will be enforced in order to comply with regulations established by the Fire Marshall.
- Groups will ensure that emergency exits in the CRC remain clear of any obstructive items at all times.
- Groups are expected to cooperate with CRC staff in order to maintain security of the facility and grounds and to provide for the safety of all individuals who visit the CRC.

Liability Insurance

United Way of Greater Houston requires that events be covered by Commercial General Liability Insurance (comparable to comprehensive General Liability Insurance). This insurance may be purchased through the requestor's insurance carrier, or a TULIP policy may be purchased through the United Way of Greater Houston (purchase price is on-refundable; see cost chart below). The standard minimum coverage is \$1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate, and the insurance policy must name "United Way of Greater Houston" as an additional insured. The organization will maintain Worker's Compensation coverage at statutory limits and Employers' Liability coverage with a minimum limit of \$500,000 per occurrence and aggregate. If the policy is changed or canceled, written notice is to be immediately given to the CRC staff. An event held over a period of consecutive days will be covered under one (1) policy. A separate policy must be purchased for each individual, subsequent event. A Certificate of Insurance from the requestor's carrier must be provided to CRC staff in advance of the meeting/event.

| TULIP Policy (Non-refundable) | |
|--|-------------|
| Attendance | Cost |
| 1 - 25 | \$25.00 |
| 26 - 50 | \$50.00 |
| 51 - 100 | \$100.00 |
| 101 - 150 | \$150.00 |
| 151 - 200 | \$200.00 |
| 201 - 300 | \$300.00 |
| 301 - 400 | \$400.00 |

**United Way Community Resource Center
Event Booking Contract
Terms and Conditions**

Indemnification

Groups holding meetings/events in the CRC assume all responsibility, risk and liability for all activities of the group, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with the CRC Booking Contract, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of the Contract. Facilities, including the auditorium, meeting rooms and garage, will be used at the group's risk, and any damages will be the group's responsibility. The group shall defend, indemnify, and hold harmless the United Way of Greater Houston, its employees, and agents from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by the group, its employees, agents, invitees, contractors, subcontractors, or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the United Way of Greater Houston or anyone acting on the United Way of Greater Houston's behalf. Within 15 days, the group shall accept any such cause or action or proceeding upon tender by the United Way of Greater Houston. This indemnification shall survive the termination of the CRC Event Booking Contract.

Severability

If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this agreement shall remain in full force and effect.

**United Way Community Resource Center
Event Booking Contract
Terms and Conditions
Media Guidelines**

Eligible organizations holding meetings/events in the Community Resource Center (CRC) must obtain permission from CRC staff for media access or press conferences to be held in the facility. Requests for media/press coverage must be made to CRC staff a minimum of three (3) business days prior to the date of the meeting/event. A copy of the press release or media advisory must be provided to CRC staff for review and approval prior to the meeting/event.

CRC staff reserve the right to review meeting details and any communications materials when a group requests permission to allow media coverage. CRC staff reserve the right to approve or decline media access to CRC facilities based on the subject matter, compatibility with the mission of the United Way of Greater Houston, and/or risk to the CRC property, staff or guests.

Any breach of these terms may result in cancellation of the meeting/event and any future use of the facility.

1. If there is the possibility that media may cover your organization while at the United Way CRC - even if it is for reasons not associated with the scheduled event - you must notify CRC staff at 713-685-2306.
2. United Way of Greater Houston does not permit any organization to hold press conferences or events (whose sole focus is to garner media attention for the visiting organization) - whether planned or unplanned in the CRC or anywhere on United Way of Greater Houston property.
3. United Way of Greater Houston does not allow outside organizations to invite media to events such as seminars, forums, conventions, etc. and offer media interview opportunities with the spokesperson or any party associated with the event.
4. United Way of Greater Houston does not permit any organizations to reference United Way of Greater Houston, 2-1-1 Texas/United Way HELPLINE or refer to any programs or use logos trademarked by the United Way of Greater Houston in any media, publications or marketing materials (which includes, but is not limited to, print or electronic versions of press releases, media advisories, media fact sheets, opinion-editorials, calendar announcements, invitations, cut lines for photos, brochures, flyers, newsletters, etc.) without prior review and approval by United Way of Greater Houston management. Please submit materials at least three (3) business days prior to the meeting/event date.
5. If United Way of Greater Houston gives permission for an organization to invite media to its meeting or event, United Way will allow the organization to reference the United Way Community Resource Center in the address section only of a media advisory. The name and address will be shown as follows:

United Way Community Resource Center
50 Waugh Drive
Houston, Texas 77007

6. Organizations that promote their events through community calendar listings, advertising, email or direct mail marketing may only reference the United Way Community Resource Center as the event location.



United Way Community Resource Center Event Booking Contract Terms and Conditions

Harris County Public Health and Environmental Services - no information
received (19607)

In/Out:
Start-End:

Tue 12/13/2022 07:00 AM / 02:30 PM
Tue 12/13/2022 08:00 AM - 02:00 PM

Harris County Public Health and Environmental Services -
DEPOSIT ON FILE
Cristina Etchells

| | <u>Units</u> | <u>Rate</u> | <u>Charges</u> |
|-----------------------------------|--------------|--------------|---|
| Facilities | | | |
| Auditorium IJK (2) | | | Tue 12/13/2022 07:00 AM - 02:30 PM |
| Auditorium IJK | | | |
| Dual Hanging LCD Projector | 1.00 EA | \$75.00 / EA | \$75.00 |
| Podium w/microphone | 1.00 EA | 30.00 / EA | 30.00 |
| Drop down screen | 2.00 EA | 0.00 / EA | 0.00 |
| Banquet 5 Per Table | 100.00 EA | 0.00 / EA | 0.00 |
| Registration Table | 2.00 EA | 0.00 / EA | 0.00 |
| Food Table | 4.00 EA | 0.00 / EA | 0.00 |
| Classroom Table Upfront | 1.00 EA | 0.00 / EA | 0.00 |
| Total For Facilities: | | | \$105.00 |
| Total Outstanding Charges: | | | \$105.00 |

United Way Community Resource Center
Event Booking Contract
Terms and Conditions

Harris County Public Health and Environmental Services - no
information received (19607)

In/Out:

Tue 12/13/2022 07:00 AM / 02:30 PM

Start-End:

Tue 12/13/2022 08:00 AM - 02:00 PM

No shows - \$100 fee will be applied for weekdays and \$250 for Saturdays.

Late Cancellation Fee - Meeting Rooms less than 7 days notice \$25; Auditorium less than 60 days notice \$100 for weekdays and \$250 for Saturdays.

CRC reserves the right to assign a different meeting room without notification.

Group must check in with CRC staff prior to meeting.

Please review, sign and return Event Booking Contract by fax 281-582-7765 or email.

By signing this contract, I acknowledge that I have read and understand the United Way of Greater Houston Community Resource Center policies and procedures and media guidelines.

Harris County Public Health and Environme

Organization/Agency Name

United Way of Greater Houston

Signature

CRC Staff Signature

Printed Name

Date

Title

Date