

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 the following members present:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent:

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

**ORDER AUTHORIZING AN AGREEMENT BETWEEN  
HARRIS COUNTY AND SHARE OUR STRENGTH**

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, P.E	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<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 execute an Agreement between Harris County, acting on behalf of Harris County Public Health, and Share Our Strength related to the Cooking Matters Campaign. The Agreement is attached hereto and incorporated herein 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.

**ADDENDUM TO COOKING MATTERS CAMPAIGN PARTNERSHIP AGREEMENT  
BETWEEN HARRIS COUNTY AND SHARE OUR STRENGTH**

STATE OF TEXAS           §

COUNTY OF HARRIS       §

This Addendum is entered into between the **Harris County, Texas** (“County”), a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health and **Share Our Strength** (“Share our Strength”). County and Share our Strength are collectively known as the “Parties” and individually each as a “Party.”

**I. ADDENDUM**

It is expressly understood and agreed that the Cooking Matters Programming Agreement 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 Addendum, this Addendum shall control.

**II. LIMIT OF APPROPRIATIONS**

Prior to execution of the Agreement, County has advised Share our Strength, and Share our Strength clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that County has certified no funds under this Agreement, and Share our Strength shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement.

The funds and exclusive remedy provisions of the Agreement are contained in this Addendum; therefore, any and all references in the Agreement to any additional services, additional charges, or amounts owed in the future under any circumstances, are hereby deleted. Fees, expenses, charges, taxes, wages and payments of any nature herein may not be increased except by amendment to this agreement executed by both Parties. Any provision in the Agreement to the contrary of the terms in the Limitation of Appropriations is hereby deleted.

**III. TERM**

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months. Either Party may terminate this agreement by providing 30 days’ written notice to the other Party.

**IV. PUBLIC INFORMATION**

- 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”). Share our Strength 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 Share our Strength.

- 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 Share our Strength 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 Share our Strength’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Share our Strength under this Agreement, then the County will promptly notify Share our Strength of such request. Share our Strength 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. Share our Strength is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Share our Strength 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. Share our Strength 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 Share our Strength and agents acting on behalf of Share our Strength and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

## **V. NO INDEMNIFICATION BY COUNTY / SELF INSURED**

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.

Harris County is a self-insured government under the laws of the State of Texas. County’s tort Harris 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 Share our Strength's request, Harris County can provide supporting documentation of its self-insurance.

## **VI. NOTICE**

Unless otherwise provided in the Agreement, any notice, communication, report, request, reply, or advice required or permitted to be given, made, or accepted by either party to the other may be given by United States Mail, postage prepaid, addressed to the party to be notified. Any notice deposited in the United States Mail is deemed delivered three days after such deposit. If agreed by the parties in advance and in writing, any notice, communication, report, request, reply, or advice required or permitted to be given, made, or accepted by either party to the other may be given by confirmed facsimile transmission (FAX) or by confirmed electronic mail). For the purpose of notice, the addresses of the parties, until changed, are as follows:

County: Harris County Public Health  
2223 West Loop South  
Houston, Texas 77027  
Attention: Executive Director

Share Our Strength: Share Our Strength  
1030 15<sup>th</sup> Street NW, Ste. 1100W  
Washington, D.C. 20005

## **VII. JURISDICTION AND VENUE**

- A) This Agreement is governed by the laws of the State of Texas.
- B) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- C) 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.

**[Signature Page Follows]**

**SHARE OUR STRENGTH**



By:  
Name: Chuck Scofield  
Title: Executive Vice President  
Date Signed: October 18, 2022

**HARRIS COUNTY**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge  
Date Signed: \_\_\_\_\_

Approved:

By: Barbie L. Robinson  
Barbie L. Robinson, MPP, JD, CHC  
Executive Director  
Harris County Public Health  
Date Signed: 10/25/2022

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By: Sam Kirchhoff  
Sam Kirchhoff  
Assistant County Attorney  
CA File: 22GEN3846

Attachment:  
Share Our Strength Cooking Matters Campaign Partnership Agreement (The Agreement)

This **AGREEMENT** (the "Agreement") is by and between **Share Our Strength** ("Share Our Strength"), a nonprofit 501(c)(3) organization with its principal place of business at 1030 15th Street NW, Suite 1100W, Washington, DC 20005, and the undersigned party ("**Partner**").

WHEREAS, Share Our Strength is a 501(c)(3) non-profit organization whose mission is to end hunger and poverty in the United States and abroad;

WHEREAS, Share Our Strength runs the Cooking Matters program ("Cooking Matters") to end childhood hunger by helping parents and caregivers shop for and cook healthy, affordable meals;

WHEREAS, Partner wishes to work with Share Our Strength to run Cooking Matters in its community and to have access to Share Our Strength's high-quality resources developed for Cooking Matters ("Cooking Matters Programming");

NOW, THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1: Term**

Share Our Strength authorizes Partner to run Cooking Matters Programming from the later of July 1, 2022 or the date of Agreement execution below through June 30, 2023 (the "Term") under the terms and conditions set forth herein.

**Section 2: Partner Responsibilities**

Partner agrees to run Cooking Matters Programming in accordance with the standards outlined in the *Cooking Matters Programming Standards* (the "Standards"), incorporated herein by reference and as may be amended by Share Our Strength from time to time. In addition, Partner agrees that it will conduct its activities consistent with Share Our Strength's Anti-Discrimination and Harassment Statement and Code of Ethics.

Partner will ensure that all persons participating in Cooking Matters Programming who are not employees of Partner or its Collaborating Partners (as defined in the Standards), including, if applicable, participants, guests, instructors, facilitators and volunteers, complete a Share Our Strength-provided Participation Waiver and Release form. Share Our Strength will provide the Participation Waiver and Release form to Partner in English and Spanish. Partners shall retain all Participation Waiver and Release forms in hard or electronic copy for a minimum period of three years.

**Section 3: Share Our Strength Responsibilities**

Share Our Strength will provide support to Partner to run Cooking Matters Programming, including but not limited to curricula and materials, training and technical assistance, access to online tools and resources, and other non-public material, as outlined in the Standards (referred to hereafter as "curricula and other non-public material").

In addition to the curricula and other non-public material, Share Our Strength maintains promotional and factual material, including mobile, online and educational tools on *CookingMatters.org* (collectively, "Educational Tools"). Educational Tools are available to Partner, participants, and the public generally.

#### **Section 4: Program Promotion**

Cooking Matters is a national program wholly owned by Share Our Strength. Partner agrees to describe the program as "by Share Our Strength" on all program-related promotional materials, including but not limited to media interviews, newsletters, fact sheets, annual reports, brochures, press kits, advertisements, publicity material and press releases and on the Partner's website(s). Share Our Strength provides a Cooking Matters trademark and style guide to the Partner, and the guidelines must be abided by in any program-related materials.

Partner's website(s) shall include a link to *CookingMatters.org*. Share Our Strength will provide a link to Partner's website from *CookingMatters.org*.

When any component of the curricula other non-public material or Educational Tools (e.g., recipes, tips, etc.) are used outside of any Cooking Matters Programming or event, Partner shall, subject to length or space considerations, provide Program attribution – e.g., "Courtesy of Cooking Matters® by Share Our Strength®" and a link to the *CookingMatters.org* website from the attribution.

#### **Section 5: Sponsorship**

Share Our Strength's Cooking Matters may be supported nationally by one or more corporate sponsors ("National Sponsor") as designated exclusively by Share Our Strength. Materials produced by Share Our Strength may recognize such National Sponsors in the Cooking Matters logo and in other resources produced by Share Our Strength. No other sponsor may be integrated into the Cooking Matters logo.

Partner may seek local corporate sponsorship for the Cooking Matters Programming conducted by Partner. Any such local sponsor shall be subject to Share Our Strength's prior written consent, which will not be unreasonably withheld. Local sponsors must be clearly defined as such in all program and promotional materials created and distributed at the local level. Local sponsorship recognition plans must be submitted to Share Our Strength for approval at least ten (10) business days in advance of implementation.

#### **Section 6: License of Intellectual Property**

Share Our Strength owns the copyright for all Cooking Matters curricula and other non-public material and Educational Tools. Share Our Strength hereby grants to Partner a non-exclusive, revocable license to use Cooking Matters curricula and other non-public material solely in connection with Cooking Matters Programming. Such license is non-transferable and non-sub licensable, except that Partner may share curricula and other non-public material with Partner's Collaborating Partners and volunteers for use solely to the extent necessary to implement Cooking Matters Programming at the local level and upon their execution of the Participation Waiver and Release form. All rights in and to such Cooking

Matters curricula, other non-public material and Educational Tools shall be held solely by Share Our Strength.

Share Our Strength hereby grants to Partner a non-exclusive, non-transferable, non-sub licensable, revocable license to use Share Our Strength's name, logo, and other trademarks, trade names, and service marks listed in Exhibit A attached hereto (collectively, the "Share Our Strength Marks"), solely in connection with Cooking Matters Programming and in accordance with this Agreement. Partner hereby authorizes Share Our Strength to use Partner name, logo, and trademark in connection with Cooking Matters and in accordance with this Agreement.

Partner shall cause the Share Our Strength Marks to be displayed only in such form and manner as may be specifically approved by Share Our Strength. In the case that Partner uses the Share Our Strength Marks contrary to the terms of this Agreement, Share Our Strength shall have the right, in addition to any other rights it may have under this Agreement, to require Partner to cease immediately such use of the Share Our Strength Marks.

Upon termination of this Agreement, Partner shall discontinue its use of all curricula and other non-public material and Share Our Strength Marks. Partner shall not accrue any rights in the curricula and other non-public material or Share Our Strength Marks as a result of this Agreement.

#### **Section 7: Right to Withhold Access to Curricula, Other Non-Public Material and Educational Tools**

In addition to any other remedy available, Share Our Strength specifically reserves the right to withhold all access to Cooking Matters curricula and online systems for the breach of any terms of this Agreement. Share Our Strength will provide Partner written notice of such breach and, in Share Our Strength's sole discretion, an opportunity to rectify such breach within a timeframe defined by Share Our Strength.

#### **Section 8: Termination**

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. In the event of termination by either party, Partner will cease all use of Share Our Strength Marks and curricula and other non-public material and shall return all copies of curricula to Share Our Strength within fifteen (15) days of termination of this Agreement.

#### **Section 9: Non-exclusivity**

Partner acknowledges and agrees that the relationship with Share Our Strength's Cooking Matters is non-exclusive and Share Our Strength may enter into other agreements with Cooking Matters Partners as Share Our Strength elects in its sole discretion. Share Our Strength, when possible, and in its sole discretion, will direct newly interested organizations to established Partners in a given locale.



### **Section 10: Confidentiality**

Both parties acknowledge that during the course of this Agreement, one party may disclose confidential or proprietary information whether or not marked confidential, including the Cooking Matters curricula and other non-public material (“Confidential Material”) to the other party. Both parties agree not to disclose Confidential Material to other parties nor to use Confidential Information of the other party except or as necessary to perform its obligations under this Agreement.

The parties’ obligations under the preceding paragraph do not apply to any Confidential Material which: a) is or becomes publicly known under circumstances involving no breach of this Agreement; b) was generally known by a party prior to receipt of the Confidential Material as can be demonstrated by written records; or c) was or is approved for release by written authorization of an authorized representative of the other party.

Upon expiration or termination of this Agreement, upon request, each party shall return or destroy all Confidential Materials that are the property of the other party or its licensees, licensors, or affiliates.

### **Section 11: Indemnity, Insurance, Representations and Warranties**

Share Our Strength and Partner shall defend, indemnify and hold each other, and their respective representatives, servants, agents, directors, officers, shareholders, employees, volunteers, attorneys, successors, and assigns harmless against all liabilities, claims, causes of action, suits, proceedings, judgments, costs, damages, and expenses (including reasonable attorneys' fees and expenses) incurred as a result of any third party claim which arises from (i) the performance or nonperformance by the indemnifying party of its rights and obligations under the Agreement and (ii) any grossly negligent acts or willful misconduct of the indemnifying party, its employees, volunteers or agents with respect to this Agreement.

Share Our Strength and Partner shall each obtain and maintain, during the term of this Agreement, commercial general liability insurance in the amount of no less than one million dollars (\$1,000,000.00) per occurrence which covers liability for bodily injury, property damage or death arising out of the party’s rights, obligations, and activities in connection with the Agreement.

Each party represents and warrants to the other (A) that it has the authority to enter into this Agreement and perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations, (B) that this Agreement constitutes a valid, binding and enforceable obligation, and (C) that it is under no disability, restriction or prohibition affecting its ability to execute this Agreement and to perform its obligations hereunder.

### **Section 12: General Provisions**

This Agreement shall be construed and governed in accordance with the laws of the District of Columbia without regard to its conflict of laws principles. All disputes, controversies or claims between the parties arising out of or relating to this Agreement, including any breach or default, will be submitted to arbitration before the American Arbitration Association in Washington, D.C.

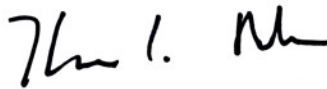
A failure or delay in enforcing an obligation, or exercising a right or remedy, does not amount to a waiver of that obligation, right or remedy. No waiver of any provision of the Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving party.

If either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout or labor dispute, war (declared or undeclared), terrorist threat or activity, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control (each a "Force Majeure" event or occurrence), such party shall be excused from performance and may terminate this Agreement upon reasonably prompt written notice to the other party.

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

This Agreement constitutes the final and complete understanding between the parties with respect to the subject matter contained herein, and supersedes and cancels all prior written or oral negotiations, understandings and agreements between the parties hereto. No modification, renewal, or waiver of this Agreement or any of its provisions shall be binding unless made in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.



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**Share Our Strength**

Thomas Nelson  
President and CEO  
Date: June 13, 2022



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**Harris County Public Health**

Barbie L. Robinson  
Executive Director  
Date: October 25, 2022

## **EXHIBIT A**

### **LOGO**



### **CURRICULA (listed alphabetically)**

*Cooking Matters at Home*  
*Cooking Matters at the Store for Adults*  
*Cooking Matters at the Store for WIC Parents*  
*Cooking Matters at the Store para Adultos*  
*Cooking Matters at the Store para WIC*  
*Cooking Matters en su Casa*  
*Cooking Matters for Adults*  
*Cooking Matters for Child Care Professionals*  
*Cooking Matters for Families*  
*Cooking Matters for Parents*  
*Cooking Matters para Adultos*  
*Cooking Matters para Familias*  
*Cooking Matters para Padres*  
*Cooking Matters para Profesionales del Cuidado Infantil*

### **COOKING MATTERS BOILERPLATE LANGUAGE**

Boilerplate language is the standard block of text Share Our Strength uses to describe our organization, campaign and programs. Below is the official boilerplate language for Cooking Matters. Please do not alter text in any way.

#### **Cooking Matters**

Cooking Matters is helping end childhood hunger by inspiring families to make healthy, affordable food choices. Our programs teach parents and caregivers with limited food budgets to shop for and cook healthy meals. Cooking Matters is a program of Share Our Strength, an organization working to end hunger and poverty.