

ORDER OF COMMISSIONERS COURT  
Authorizing Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 2023 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 THE UNIVERSITY OF HOUSTON- CLEAR LAKE**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. 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	<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 County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that the Harris County Judge is hereby authorized to execute on behalf of Harris County, an Agreement between Harris County by and through Harris County Public Health and The University of Houston Clear Lake, for Digital Storytelling workshop for the employees of Public Health to improve both internal and external communication skills. 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 purpose of this Order.

**ADDENDUM TO THE INTERLOCAL AGREEMENT  
BETWEEN HARRIS COUNTY AND  
UNIVERSITY OF HOUSTON-CLEAR LAKE**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Public Health (“Department”), and the University of Houston- Clear Lake through its division, Human Sciences and Humanities (“Contractor”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§791.001 – 791.030 The County and University are referred to herein collectively as the “Parties” and individually as a “Party.”

***Recitals***

The County desires participate in the workshop on digital storytelling for Harris County Public Health Employees to help improve internal and external communication skills (the “Services”).

Contractor warrants and represents it is capable and willing to provide the Services.

***Terms***

I.

It is expressly understood and agreed that the Services Agreement (collectively the “Agreement”) are attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between the terms and provisions of this Addendum, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, or any other terms and conditions, this Addendum shall control. For having rendered such services, the County agrees to pay the University compensation as stated in the Agreement.

Contractor shall follow all federal, state, and local laws, rules, orders, codes, and regulations applicable to the Services.

Contractor shall verify that any Subcontractors it retains to perform Services pursuant to this Agreement are registered with the Texas Secretary of State to transact business in Texas, and are current on all state and local fees and taxes.

Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.

## II.

## EFFECTIVE DATE AND TERM

The term shall begin upon execution of all parties and shall end on July 31, 2023. The Agreement will not automatically renew.

## III.

## LIMIT OF APPROPRIATION

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 Twenty-Five Thousand and No/100 Dollars (\$25,000.00). 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.

Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and the Auditor's certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.

Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. 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. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately. All other references in the Agreement of any kind to additional charges are hereby deleted.

## IV.

## PAYMENT TERMS

Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered to: Harris County Auditor, 1001 Preston 8<sup>th</sup> floor, Houston, Texas 77002. The invoice shall be in a

form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

The invoice shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, 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.

## V.

### PUBLIC INFORMATION ACT

Notwithstanding any language found in the Agreement, 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"). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor 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 Contractor.

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas 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 Contractor 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 of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses. Contractor 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 Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

## VI.

### INDEPENDENT PARTIES

The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.

**IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**

Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.

Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

**THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**

Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. **The County will not be responsible for overtime wages.**

Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

## VII.

### TERMINATION

The County may terminate this Agreement at any time by providing written notice.

Upon the expiration of thirty (30) days from receipt of written notice, Contractor shall discontinue all Services in connection with the performance of this Agreement.

Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice, showing in detail the Services received and accepted by the County under this Agreement, for which the County has not been invoiced or has not paid.

The County agrees to pay Contractor that portion of the prescribed charges for the Services received under this Agreement, less such payments on account of charges as have previously been made.

## VIII.

### COMPLIANCE AND STANDARDS

- A) Contractor 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. Contractor 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 Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of the Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes the Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.

- D) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- E) Contractor 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.
- F) Contractor 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.
- G) Conflict of Interest: Contractor 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, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor 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.
- H) Lobbying: Contractor 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 Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- I) No Federal Exclusion: Contractor 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. Contractor must immediately notify the County of any such exclusion or suspension. Contractor 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. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- J) 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. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor 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.
- K) Contractor warrants that it will provide the Services in a professional and businesslike manner.

#### IX.

#### **INDEMNIFICATION**

**TO THE EXTENT ALLOWED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR 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 CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.**

**TO THE EXTENT ALLOWED BY LAW, CONTRACTOR 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 CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.**

**TO THE EXTENT ALLOWED BY LAW, CONTRACTOR 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 CONTRACTOR OR ANOTHER ENTITY OVER WHICH**



**CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.**

**IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.**

**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.**

**EXCLUDING INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL CONTRACTOR OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR PRODUCTS, EVEN IF CONTRACTOR OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.**

Any language in the Agreement that states the County will indemnify Contractor for any reason is hereby deleted in its entirety.

X.

SUCCESSORS AND ASSIGNS

The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Neither the County nor Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

XI.

PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County.

Under no circumstances, except in consultation with its attorneys, shall Contractor release any material or information developed in the performance of this Agreement without the express

written permission of the County.

## XII.

### APPLICABLE LAW AND VENUE

The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds.

This Agreement is governed by the laws of the State of Texas.

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.

If any provision of the Agreement or this Addendum are held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intent of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

The failure of either Party to enforce any right or provision herein shall not constitute a waiver of that right or provision. Headings are for convenience only and shall not limit or alter interpretation or application.

## XIII.

### NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either Party to this Agreement.

XIV.

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or 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 Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor:                      University of Houston – Clear Lake  
2700 Bay Area Blvd  
Houston, TX 77058  
Attn: Michael Brims

To the County:                      Harris County Public Health  
2223 West Loop South  
Houston, TX 77027  
Attn:

Either Party may designate a different address by giving the other Party ten (10) days written notice.

XV.

TAXES AND CHARGES

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.

The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered. Any language in the Agreement in conflict with this section is hereby deleted.

XVI.

ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

XVII.

EXECUTION

Multiple Counterparts: This Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

UNIVERSITY OF HOUSTON  
CLEAR LAKE

HARRIS COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Approved:

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Barbie L. Robinson  
Barbie L. Robinson, MPP, JD, CHC  
Executive Director  
Harris County Public Health  
Date Signed: 5/2/2023

By: Tiffany Bangs  
Tiffany Bangs  
Assistant County Attorney  
C.A. File 23GEN1026

EXHIBIT A  
Services Agreement  
(follow behind)

## Services Agreement

This Agreement is entered into between the University of Houston - Clear Lake  on behalf of the Department/ College/Division of Human Sciences and Humanities  
 (“University”) and Harris County Public Health  
 (“Customer”) for the purpose of defining the services being offered by the University to the Customer. The University and Customer shall be known collectively as “Parties” and singularly as “Party.”

1. **STATEMENT OF SERVICES TO BE PERFORMED** (attach detailed description if necessary):  
 Workshop on Digital Storytelling for Harris County Public Health employees  
 (for details see attachment)
  
2. **TERM:** The term of this agreement is 06/01/2023 through 12/1/2023  
 and shall automatically terminate by operation of law at the close of business on the last day of the stated term, unless otherwise agreed in writing and signed by the authorized representative of the Parties.
  
3. **COMPENSATION:** Customer shall compensate University in the amount of \$25,000, plus reasonable travel and other business-related expenses (when applicable; upon submission of receipts) not to exceed \$25,000, for a total payment not to exceed \$25,000. University will submit an invoice to Customer for Services, setting forth in detail the work performed and the charges therefore. Payment shall be due to University within 30 days of the invoice date. If University refers collection of a past due balance to an attorney for collection, Customer agrees to pay all costs of collection, including reasonable attorney fees. The Parties acknowledge that the services provided by University are related to and a part of its educational mission.
  
4. **MISCELLANEOUS:**
  - a. This document constitutes the sole agreement of the Parties and supersedes any other oral or written understanding or agreements.
  - b. This Agreement may not be amended, or otherwise altered, except by written agreement signed by the authorized representative of each Party.
  - c. This Agreement is not assignable without the express, written consent of both Parties.
  - d. The provisions of this Agreement are severable.
  - e. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.
  - f. Customer may terminate this Agreement after 30 calendar days’ written notice to University. Customer understands and agrees that any and all payment obligations shall accrue and become due in full, as of the effective date of termination, if not sooner.

- g. University may terminate this Agreement with 30 calendar days' written notice to Customer. This notice shall be deemed delivered and received (i) when actually received by Customer if personally delivered or delivered by facsimile, or (ii) if delivered by mail, whether actually received or not, at the close of business on the third business day following the day when placed in the federal mail, postage prepaid, certified or registered mail, return receipt requested, addressed to Customer at the address set forth below.
- h. For the purposes under the terms of this Agreement, University shall be an independent contractor and not an employee of Customer.
- i. Customer hereby waives all claims in both contract and in tort against the University of Houston and its regents, employees and agents arising out of the performance of this Agreement. Customer agrees that its sole recourse for unsatisfactory performances of the Services shall be, in the sole discretion of University, for University to re-perform the Services or to refund the compensation paid pursuant to paragraph 3 above. Customer agrees that University will under no circumstance be liable for consequential or indirect damages, even if made aware of the potential for harm to Customer.
- j. Execution of this Agreement constitutes Customer's acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Customer agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

To the maximum extent allowed by law,



University of Houston - Clear Lake



**CUSTOMER**

*Christopher Maynard*  
 Signature \_\_\_\_\_ Date 4-19-23  
 Name: Christopher Maynard  
 Title: Provost

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Dept. Address: \_\_\_\_\_

Attn: \_\_\_\_\_

(Contracts in which the University receives revenue are required to be submitted to the Office of Contract Administration for review if such submission is required under the UH System Contract Administration Guide, and may require an additional level of signature and review as detailed in the UH System Contract Administration Guide.)

**Note: Modification of this Form requires approval of OGC**

APPROVED AS TO FORM BY:  
(AS MODIFIED) BY:

*RS de la Riva*  
 \_\_\_\_\_  
 OFFICE OF THE GENERAL COUNSEL  
 UNIVERSITY OF HOUSTON SYSTEM

# Proposal

## Digital Storytelling Workshop for Harris County Public Health

### Summary

This is to propose a month-long workshop in Digital Storytelling for the employees of Harris Public Health to improve both internal and external communication skills. The workshop is conceived for up to 85 participants and will include weekly 5-part hands-on training sections tailored to the needs of each participating subsection of employees, interspersed with in-person group sessions, as laid out below. The online training modules will be completed through the LMS Blackboard (BB), access will be facilitated to the participating students by the university at no additional cost. The month-long workshop will be followed by a 6-month monitored implementation period and will be conducted by Associate Professor Michael Brims, MFA, from the University of Houston Clear Lake in association with the university. Harris County Health will pay the university \$ 25,000 for the services rendered.

### Learning Outcomes:

**Employees will be able to communicate to colleagues within the agency or disseminate content externally using digital storytelling, creating relatable, authentic, and engaging storylines over a variety of platforms and media production methods.**

### Structure:

**Workshop: June 1 – December 1, 2023, Monitored Implementation: July – Dec. 2023**

- **June 3<sup>rd</sup>:** 1-Day in-person workshop for the WHOLE group at the premises of Harris County Health, with some breakout meetings for smaller subsections
- **June 4<sup>th</sup> – June 10<sup>th</sup>:** Group members complete module section 1 through BB on own time, approximately 1 hr. per day, either individually or in small groups. Instructor will be available online to answer questions for 1-2 hrs. per day.
- **June 9<sup>th</sup>:** In-person meetings at Harris Public Health with each of the two larger participating groups to trace progress with the hands-on training
- **June 11<sup>th</sup> – 16<sup>th</sup>:** Completion of module section 2 through BB on own time, approximately 1 hr. per day, individually or in small groups, instructor available online for questions
- **June 17<sup>th</sup>** 1-Day Workshop at Harris Public Health with WHOLE group to share results of individual & small group work, creation of interdisciplinary groups, introduction of module sections 3 & 4
- **June 18<sup>th</sup> – 23<sup>rd</sup>:** Completion of module section 3 through BB on own time, approximately 1 hr. per day, individually or in small groups, instructor available online for questions
- **June 24<sup>th</sup>:** in-person meetings at Harris Public Health to share progress on work with modules
- **June 25<sup>th</sup> – 30<sup>th</sup>:** Completion of module section 4 through BB on own time, approximately 1 hr. per day, individually or in small groups, instructor available online for questions
- **June 31<sup>st</sup>:** Final 1-Day workshop meeting at Harris Health to share results of individual / small group work and explore how to implement the gained experience going forward on an everyday basis
- **August - December:** Monthly 2-3hr. follow-up meetings to trace progress of implementation.



## Deliverables

- **In-Presence workshops** on location at Harris County Public Health to facilitate workshops as stated above
- **Online availability** between workshops, as stated above
- **Twenty individual training modules** specifically tailored to the communication needs of Harris Public Health and designed to be completed individually or in small groups to practice introduced concepts of storytelling. These hands-on modules consist of real-work case scenarios, role-play exercises, etc. They will be made available to Harris Public Health in a customizable form to be used by the department for future training sessions.
- **Managed access to UHCL LMS Blackboard** for all participating workshop participants
- **Monitoring of Implementation** for 6 months
- **Final report of project outcomes** for internal use
- **Online story repository** created during the workshop, to be hosted on Harris County Public Health Web page & YouTube Channel
- **Short documentary film** or scientific journal entry about workshop project and implementation, to be used to increase public visibility