

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY HEALTH & HUMAN SERVICES AND FIT HOUSTON, INC.

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, on behalf of Fort Bend County Health & Human Services, and Fit Houston, Inc., (hereinafter “Fit Houston”), a tax-exempt 501(c)(3) nonprofit organization, authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

RECITALS

WHEREAS, the parties have accepted the Memorandum of Understanding between Fort Bend County Health & Human Services and Fit Houston, (hereinafter the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective as of January 1, 2026, and shall expire no later than January 1, 2031, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Public Information Act.** Fit Houston expressly acknowledges 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. Any proprietary or confidential information marked as such provided to County by Fit Houston shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
4. **Indemnity.** The Parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Fit Houston for any reason are hereby deleted.

5. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Fit Houston in any way associated with the Agreement.
6. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
7. **Assignment.** Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
9. **Compliance with Laws.** Fit Houston shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Fit Houston shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Fit Houston hereby verifies that Fit Houston and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Fit Houston does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Fit Houston does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Fit Houston does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, FIT HOUSTON ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
13. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibit, this Addendum controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term, and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of §205.009 of the Texas Local Government Code.

{Execution Page Follows}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibit(s) hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

Fort Bend County

KP George,
County Judge

Date

Attest:

Laura Richard, County Clerk

Fit Houston, Inc.

DocuSigned by:

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Authorized Agent- Signature

Lharissa Jacobs

Authorized Agent- Printed Name


Executive Director

Title

1/15/2026

Date

Reviewed By:



Letosha Gale-Lowe, MD
Director, Health and Human Services

Exhibit A: Memorandum of Understanding between Fort Bend County Health & Human Services and Fit Houston

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EXHIBIT A



December 16, 2025

Dr. Letosha Gale-Lowe
Fort Bend County Health and Human Services Director & Local Health Authority
Fort Bend County Health and Human Services
4520 Reading Rd., Suite A-100
Rosenberg, TX 77471
Letosha.Gale-Lowe@fortbendcountytx.gov

Dear Dr. Gale-Lowe,

Fit Houston, Inc. ("Fit Houston"), a tax-exempt 501(c)(3) nonprofit organization, is pleased to partner with you to increase physical activity and health programs in Fort Bend County. This Memorandum of Understanding (MOU) will serve to define the terms and conditions of our partnership. The objective of this Memorandum of Understanding is to provide a general agreement between "the Parties" regarding the implementation of free physical activity programs and events in partnership with Fort Bend County Health and Human Services (FBCHHS).

I) Roles and Responsibilities of Fit Houston:

- Co-create and print Fit Houston/Fit Fort Bend-branded protocols and promotional materials for the Fit Fort Bend Collaborative and community fitness events and programs
- Provide guidance on best practices related to physical activity projects and evidence-based public health approaches for healthy eating, healthy lifestyle, and physical activity
- Be available and responsive to questions/concerns
- Maintain a professional demeanor that will support the reputation and trust that FBCHHS has developed with the community at large
- Facilitate shared project tracking and fiscal management of future shared grants to support the Fit Fort Bend Collaborative
- Collect Fit Fort Bend performance and impact data through surveys, interviews, testimonials, and other quantitative and qualitative methods
- Recommend evidence-based community health strategies to increase healthy behaviors

II) Points of Contact for each Partner Organization:

Fit Houston Lharissa Jacobs, Fit Houston Executive Director, 281-222-4860

Fort Bend County Health and Human Services

Primary: Gwen Sims, 281-238-3233, Gwendolyn.Sims@fortbendcountytx.gov

Events: hhsoutreach@fbctx.gov

Branding: comms@fbctx.gov

III) Roles and Responsibilities of Fort Bend County Health and Human Services (FBCHHS)

- Be a strategic partner to identify opportunities to serve the health of the community
- Distribute and co-brand Fit Houston/Fit Fort Bend event and program materials when appropriate
- Maintain a direct line of communication between parties
- Be available and responsive to questions and concerns from Fit Houston leadership and staff

IV) Compensation:

Fit Houston/Fit Fort Bend and FBCHHS will not provide funding for the shared programs unless both parties pursue and are awarded a future grant.

V) Term of Agreement

The term of this Agreement shall extend from January 1, 2026, through January 1, 2031. Notwithstanding any provision of the preceding sentence, this agreement shall be terminated by either party by giving at least 30 days’ notice provided in the termination section of this agreement.

VI) Termination

This Agreement may be terminated prior to the expiration of the term hereof as follows:

By mutual agreement of parties; or

By any party, with or without cause, upon one-month notice to the other party.

If you accept the above-stated conditions, please have a duly authorized representative of FBCHHS sign below and make a copy for your file. Electronic signatures are acceptable.

Signed agreements may be scanned and emailed directly:

To: Lharissa Jacobs | lharissa@fithouston.org

On behalf of Fit Houston, I want to extend our best wishes for a successful partnership.

Sincerely,

Lharissa Jacobs
Fit Houston
Executive Director
281-222-4860

Dr. Letosha Gale-Lowe
Fort Bend County Health and Human Services Director & Local Health Authority
Fort Bend County Health and Human Services

Authorized Representative of Fiduciary or Organization

[partner]

Name, Title

_____ Signature Name

_____ and Title (Please Print or Type)

_____ Date

Fit Houston, Inc.
Lharissa Jacobs, Executive Director

| | | |
|----------------|----------------------------------|-------|
| _____ | Executive Director _____ | _____ |
| Signature Name | and Title (Please Print or Type) | Date |

Attachments

This agreement becomes binding when both parties have signed.