

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN FORT BEND COUNTY AND UNIVERSITY OF HOUSTON**

THIS ADDENDUM (“Addendum”) is entered into by and between **Fort Bend County**, (“County”), a body corporate and politic under the laws of the State of Texas, acting herein on behalf of the Fort Bend County Social Services Department (“FBCSS,”) and **University of Houston**, (“University”), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County has determined that the exploration of establishing a cooperative relationship between County and University will be beneficial to Fort Bend County residents and desires to enter into this Memorandum of Understanding; and

WHEREAS, County has accepted University’s Memorandum of Understanding (“MOU”), which is attached hereto as Exhibit “A,” and is incorporated by reference, subject to the changes herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the following changes are incorporated as if a part of the original Memorandum of Understanding:

1. **Current Revenues.** It is specifically understood and agreed that County has not allocated any funds for the services to be provided pursuant to this MOU and has no obligation to make payments hereunder. Each party paying for the performance of governmental functions or services under this MOU must make those payments from current revenues available to the paying Party. In the event County does not appropriate or allocate funds under this MOU, the sole remedy of the County is to terminate this MOU.
2. **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 either Harris County or 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.
3. **Conflict.** In the event there is a conflict between this Addendum and the attached Memorandum of Understanding, this Addendum controls to the extent of the conflict.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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 exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

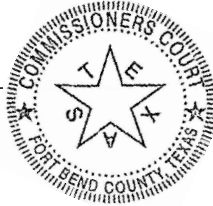
FORT BEND COUNTY

KP George
County Judge KP George

KP George, County Judge

10-6-2020

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

UNIVERSITY OF HOUSTON

Brymer

Authorized Agent - Signature

Beverly Rymer

Authorized Agent – Beverly Rymer

Executive Director, Office of Contracts and Grants

09/17/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor

Exhibit A: Memorandum of Understanding

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the ___ day of _____

BETWEEN

THE UNIVERSITY OF HOUSTON, a public institution of higher education of the State of Texas (the "University")]

AND

FORT BEND COUNTY SOCIAL SERVICES (FBCSS), 4520 Reading Rd., Suite A-900, Rosenberg, TX 77471 ("[Partner]").

RECITALS

- A. Fort Bend County Department of Social Services provides comprehensive social services to individuals and families in need.
- B. The University of Houston Center for Mexican American Studies (CMAS) it is a University- wide Center within the College of Liberal Arts and Social Sciences. Its mission is to advance knowledge through research, promote critical thinking and foster the value of service to the community.
- C. The parties are interested in exploring the possibility of establishing a cooperative relationship, including the carrying out of Projects relevant to their respective capabilities.
- D. While the University and [FBCSS] have acknowledged that this MOU is not intended to set out contractual terms governing the conduct of any Project, it is expected to result in:
 - the establishment of a working relationship between the parties which is targeted to the parties' specific needs; and
 - the establishment of Projects of interest to both parties.

For the purposes of this MOU, "**Project**" shall mean a collaboration relating to research-practice from [social services] field.

1. SCOPE OF THE PROJECT

- 1.1 The parties will co-operate to:
 - (a) identify Projects of interest to the parties;
 - (b) facilitate the development of proposals for Projects between the two organizations including exploring possibilities for grants and other forms of funding;
 - (c) determine the terms and conditions of the agreements under which each Project will be conducted and the intellectual property arising from the Project will be owned ("Collaboration Agreements");
 - (d) establish those Projects; and
 - (e) conduct an annual review of current and future Projects approximately one (1) week prior to the anniversary of the execution of this MOU.
- 1.2 The parties understand and acknowledge that this MOU will provide the foundation for more comprehensive agreements concerning the details of the Projects and this MOU does not commit the parties regarding the Projects.
- 1.3 Subject to the terms of any Collaboration Agreement agreed to, each party will have the right, in any field related to the Project or otherwise, to:
 - (a) conduct business or research independently, whether or not with third parties;

- (b) continue existing commitments, or make new ones; and
- (c) exploit or otherwise take advantage of its intellectual property.

2. COLLABORATION AGREEMENT

- 2.1 The parties confirm their intention to negotiate and settle the terms of a Collaboration Agreement in respect of which each Project will take place.
- 2.2 Each Collaboration Agreement will include provisions dealing with, among other things:
 - (a) the provision of a Project plan pursuant to which the Project will be carried out which will include information pertaining to technical objectives, statement of work, deliverables, schedule, decision gates, resource requirements and costs;
 - (b) the funding arrangements for the Project;
 - (c) the provision for the parties to hold periodic Project review meetings to assess the management and the progress of the Project and the status of any expenditure;
 - (d) provisions dealing with intellectual property, including ownership; and
 - (e) relevant commercial arrangements between the University and [FBCSS].
- 2.3 The parties acknowledge that for any agreement to be binding on them, it must be in writing and signed by a duly authorized representative of each of the UNIVERSITY and [FBCSS]

3. REPRESENTATIVE

- 3.1 For the term of this MOU, each party may appoint one of its employees to act as its representative in relation to this MOU (each such employee being a "Representative").
- 3.2 The Representative of an appointing party will be responsible for:
 - (a) managing, overseeing or coordinating that party's relationship with the other party;
 - (b) identifying any commercial issues that arise between the parties and referring those issues to the appropriate person within the Representative's organization;
 - (c) discussing issues arising out of this MOU or a Collaboration Agreement with the Representative of the other party; and
 - (d) coordinating the exchange of information between the parties.
- 3.3 The initial Representatives that have been chosen by the parties are:
 - (a) for the University:

Jeronimo Cortina
3553 Cullen Blvd Room 323
Houston, TX 77204 – 3001
E-mail: jcortina@central.uh.edu

- (b) for:

Anna M. Gonzales
4520 Reading Rd., Suite A-900
Rosenberg, TX 77471
E-mail: Anna.Gonzales@fortbendcountytexas.gov

4. CONFIDENTIALITY

- 4.1 The parties agree that they shall enter into a separate confidentiality agreement with respect to any confidential or proprietary information.

5. TERMINATION

- 5.1 The term of this MOU is a period of five (5) years from the date of execution. The MOU will be automatically renewed for a further period of one (1) year unless one party notifies the other

party in writing that they do not wish to renew the MOU at the completion of the annual review of current and future Projects.

- 5.2 This MOU may be terminated by mutual consent of the parties. Either party may terminate this MOU upon one (1) month written notice to the other.
- 5.3 A Collaboration Agreement made pursuant to clause 2 of this MOU may survive termination or expiration of this MOU, subject to its terms.

6. GENERAL

- 6.1 The UNIVERSITY and [FBCSS] acknowledge that each of them is free to undertake social service projects on their own or in conjunction with third persons, and that the parties will cooperate only in circumstances where each of them agrees cooperation is for their benefit and each is satisfied that the specific provisions covering that cooperation are appropriate.
- 6.2 This MOU is not binding and the parties do not intend that it or any part of it be binding. It serves only as a record of the parties' separate intentions pending possible execution of a Collaboration Agreement as contemplated by clause 2.
- 6.3 Nothing in this MOU will oblige a party to or will constitute a representation by either party that it will enter into a Collaboration Agreement with the other party or will conduct any Project.
- 6.4 Nothing contained in this MOU will be deemed or construed as creating the relationship of principal and agent, employer and employee, or of partnership or of joint venture between the parties. Neither party will represent itself to be an agent or representative of the other party hereto.
- 6.5 Failure of a party to enforce a right under this MOU will not act as a waiver of right or the ability to later assert that right relative to the particular situation involved. If any part of this MOU is for any reason found to be unenforceable, all other parts nevertheless will remain enforceable.
- 6.6 This MOU may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
- 6.7 This MOU is governed by and will be interpreted in accordance with the laws of the State of Texas (exclusive of its choice of law provisions). Any legal proceedings arising out of this MOU must be brought in a state or federal court in Harris County, Texas.
- 6.8 The parties understand that any Projects must support the mission of the University of Houston System and the mission of the University; that [FBCSS] may not use the name and official seal of the University or any of its components without the written consent of the president or his/her designee; that the Projects are subject to all policies and procedures of the Board of Regents and system administration, and must submit to reporting and auditing requirements as established by the system administration, including consultation with an attorney from the Office of General Counsel.
- 6.9 This MOU contains the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations or representations, whether oral or written, between the parties. No amendment or assignment of this MOU will be effective unless it is in writing that is signed by all the parties hereto.

[Signatures on following page]

IN WITNESS THEREOF, each of the parties hereto has caused this MOU to be executed by its duly authorized representatives as of the date and year above written.

UNIVERSITY OF HOUSTON

By: *Brymer*
Name: Beverly Rymer
Title: Executive Director, Office of Contracts and Grants

FORT BEND COUNTY SOCIAL SERVICES

By: *Anna Gonzales*
Name: Anna Gonzales
Title: Director