

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO VENDOR AGREEMENT

Katy Pride Celebration - 2024

This Addendum (“Addendum”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas on behalf of the Fort Bend County Health and Human Services Department, and Katy Pride LGBTQ, Inc. (“Katy Pride”), a company authorized to conduct business in the state of Texas. County and Katy Pride may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, County has entered into a contract with the Texas Department of Health and Human Services for County to receive funding to provide certain HIV Prevention Services; and

WHEREAS, County desires to set up an HIV Prevention Testing Site at the Katy Pride 2024 Celebration to provide Fort Bend County residents free HIV testing to aid in the prevention of spreading HIV and other STDs; and

WHEREAS, the Parties agree that entering into this Agreement will aid in improving and protecting the health of county residents and substantially further promote the public’s safety, health, and welfare; and

WHEREAS, the Addendum and the attached Vendor Agreement are hereinafter collectively referred to as the “Agreement.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Scope of Services.** Subject to the terms of this Addendum, Katy Pride shall provide a space (at no cost to Fort Bend County) for the Fort Bend County Clinical Health Department to provide HIV testing services at the 2024 Katy Pride Celebration, as outlined in more detail in the Vendor Agreement, attached hereto as Exhibit A, and incorporated fully by reference.

3. **Indemnity.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN IN THE SERVICE AGREEMENT TO COUNTY DEFENDING, INDEMNIFYING, HOLDING, OR SAVING HARMLESS CONTRACTOR OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY REMOVED AND DELETED.

4. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of or related to the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted from the Service Agreement. Additionally, County does not agree to pay any and/or all attorney fees incurred by Katy Pride in any way associated with the Agreement.
5. **Assignment.** Neither party may assign this Agreement or delegate performance under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment of rights or delegation of performance in violation of this Section is void.
6. **Conflict.** In the event there is a conflict between this Agreement and the Vendor Agreement attached hereto as Exhibit "A," this Agreement shall prevail to the extent of the conflict.
7. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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.
8. **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 shall have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Agreement 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 hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS

KATY PRIDE LGBTQ, INC.



KP George, County Judge

Authorized Agent – Signature

ATTEST:



Laura Richard, County Clerk



Authorized Agent- Printed Name

Title

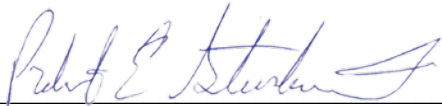
June 25, 2024

Date

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, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\hhs-clinical health\katy pride lgbtq, inc. (24-clncHlth-100754)\addendum to vendor agreement (1st 6.17.24).docx

Exhibit A

Vendor Agreement

Katy Pride Celebration - 2024

This Vendor Agreement is made effective as of 5/13/2024, by and between Katy Pride LGBTQ, Inc. ("Katy Pride") of 22101 Morton Ranch Rd, Katy, TX 77449, and Fort Bend County Health & Human Services of 4520 Reading Rd. Suite A-200 Rosenberg Texas 77471.

WHEREAS, Katy Pride is the Organizer and renter of First Christian Church, Katy located at 22101 Morton Ranch Rd, Katy, TX 77449 (herein after referred as the 'Facility'), where the 2024 Katy Pride Celebration will be conducted: and

WHEREAS, Fort Bend County Health & Human Services is engaged in the business of .

NOW, THEREFORE, it is agreed that:

PURPOSE. Katy Pride agrees to provide Fort Bend County Health & Human Services space to conduct Fort Bend County Health & Human Services's business at the 2024 Katy Pride Celebration. Fort Bend County Health & Human Services's use of Katy Pride's Facility is limited to the space selected by Katy Pride as identified prior to the event. In general, Fort Bend County Health & Human Services is guaranteed a minimum of 100 square feet of space, Fort Bend County Health & Human Services hereby accepts the following listed conditions and limitations.

HOURS OF OPERATION. Katy Pride area shall remain open from 11:00 AM to 4:00 PM on Saturday, October 19, 2024, unless Katy Pride notifies Fort Bend County Health & Human Services of other hours of operation.

INSTALLATION AND TEAR DOWN. Fort Bend County Health & Human Services shall set up the facilities for sale/display on October 19, 2024, at their assigned load-in time. Fort Bend County Health & Human Services shall remove his/her/their facilities for sale from the Facility no later than 7:00 PM on October 19, 2024.

PAYMENT. Fort Bend County Health & Human Services is provided with the Space at the Facility in exchange for to be paid upon signing this Agreement. Space locations will be assigned by Katy Pride and provided to Fort Bend County Health & Human Services in advance of the Event.

APPEARANCE. Fort Bend County Health & Human Services is responsible for cleaning and maintaining the Space provided in an organized and neat manner. Should Fort Bend County Health & Human Services fail to keep the Space in an orderly manner will result in additional removal fees.

EXTRA SERVICES. Katy Pride is not obligated to provide telephone, water, electrical and drain services to Fort Bend County Health & Human Services.

DISPLAYS, TENTS, AND SIGNS. All displays must be free standing. Signs should not block other vendor's shops. Tents are permitted with the use of tent weights. Fort Bend County Health & Human Services's failure to provide appropriate tent weights will result in additional tent weight rental fees of \$100.

QUALITY PRODUCTS. Fort Bend County Health & Human Services shall ensure proper quality of the products sold. Fort Bend County Health & Human Services shall comply with all applicable laws as to vendor's sales.

EMPLOYMENT OF STAFF. Fort Bend County Health & Human Services will employ adequate staff at Fort Bend County Health & Human Services's own cost in order to operate the Space provided by Katy Pride.

FOOD AND BEVERAGES. No food or beverage may be brought into the Facility by Fort Bend County Health & Human Services from outside. Fort Bend County Health & Human Services shall purchase all foods and beverages from facilities provided for the event.

INSURANCE. Fort Bend County Health & Human Services is solely responsible to obtain insurance coverage on property brought into the Facility. Fort Bend County Health & Human Services assumes full responsibility for items left in the Facility. Katy Pride accepts no liability for lost, stolen or damaged property and is not required to carry additional insurance to cover Fort Bend County Health & Human Services's property.

INDEMNIFICATION. Fort Bend County Health & Human Services agrees to indemnify and hold Katy Pride harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Katy Pride that result from the acts or omissions of Fort Bend County Health & Human Services and/or Fort Bend County Health & Human Services's employees, agents, or representatives. Katy Pride shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting Katy Pride's products and services at the Event.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

The failure to make a required payment when due.

- The insolvency or bankruptcy of either party.
- The subjection of any or either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provided for in this agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting part. This notice shall describe with sufficient detail the nature of the default. The part receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State

of Texas.

NOTICE. Any notice or communication required or permitted under this agreement shall be sufficiently given in delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed on behalf of Katy Pride by Amanda Rose, President and on the behalf of Fort Bend County Health & Human Services by Lilian Mbise and shall be effective as of the date first written above.

Lilian Mbise

Vendor:

Fort Bend County Health & Human Services

Signature

Enter here

By. _____
Lilian Mbise

Date: _____