

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

Other - ~~Grant Funds Available~~

Contingent on FR being resolved.

[Signature]
Jerald R. Brown

Date: 9-15, 2020
Texas

City Controller of the City of Houston,

mg
SC
FUND REF: 5307 5000 560010 AMOUNT: \$ 5,000,000.00 ENCUMB. NO.: SR0/FR pending
OA 46-16289

City of Houston, Texas Ordinance No. 2020-797

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD RELATING TO FUNDING OF THE COVID-19 HOMELESS MENTAL HEALTH RESPONSE CENTER, A RESPITE, REHABILITATION AND RE-ENTRY CENTER FOR ACUTELY MENTALLY ILL, HOMELESS INDIVIDUALS WHO ARE AT RISK OF CONTRACTING COVID-19; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

WHEREAS, the President of the United States, the Governor of the State of Texas, the

County Judge of Harris County, and the Mayor of the City of Houston have issued emergency declarations and executive orders in response to the Coronavirus Disease 2019 (“COVID-19”) pandemic; and

WHEREAS, on March 27, 2020, the President of the United States signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund (“Fund”) and appropriated \$150 billion out of the Fund for the Department of Treasury to make payments to, among other governmental entities, certain local governments; and

WHEREAS, pursuant to the CARES Act, the United States Department of Treasury has provided the City with a direct payment from the Fund for the City to cover costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19; were not accounted for in the City’s budget most recently approved as of March 27, 2020; and were incurred on March 1, 2020, through and including December 30, 2020; and

WHEREAS, payments from the CRF fund may be used for expenses to facilitate compliance with COVID-19-related public health measures; and

WHEREAS, The Harris Center for Mental Health and IDD (“The Harris Center”) is the designated local mental health authority for Harris County, Texas, and provides behavioral health and intellectual and developmental disability services to Harris County residents; and

WHEREAS, as a result of COVID-19, The Harris Center may incur in the future expenses related to the acquisition of certain real property consisting of approximately five acres of land, together with approximately 40,000 square feet of improvements thereon, located at 6160 South Loop East, Houston, Texas 77087 (“Property”), on which The Harris Center will operate a respite, rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-19 (“COVID-19 Homeless Mental Health Response Center”); and

WHEREAS, the expenses that may be incurred by The Harris Center related to the acquisition of the Property are expenses to facilitate compliance with COVID-19-related public health measures that are eligible for reimbursement from CARES Act funds; and

WHEREAS, the City desires to contribute \$5,000,000 in funds made available to the City from the CRF Fund pursuant to the CARES Act (“City Contribution”) to The Harris Center to fund the acquisition of the Property on which The Harris Center will operate the COVID-19 Homeless Mental Health Response Center; and

WHEREAS, by separate agreement by and between The Harris Center and Harris County (“County”), the County will contribute an equal amount of funding to The Harris Center for the acquisition of the Property, the purchase of furnishings and equipment therefor to improve COVID-19 mitigation measures, the undertaking of capital improvements thereto for the operation of the COVID-19 Homeless Mental Health Response Center as a respite, rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-

19, and the funding of one year of operation expenses for the COVID-19 Homeless Mental Health Response Center; and

WHEREAS, the City and The Harris Center desire to enter into an interlocal agreement (“Agreement”) to formalize a mechanism for the provision of the City Contribution from the City to The Harris Center to undertake the acquisition of the Property so that The Harris Center can open for operation the COVID-19 Homeless Mental Health Response Center as a respite, rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-19 on or before December 30, 2020;

WHEREAS, the activities under the Agreement serve a public purpose and are in the best interest of the City and its residents; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto as **Exhibit “A”** and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$5,000,000.00**, unless and until this sum is increased by ordinance of City Council.

Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 16th day of September, 2020.

APPROVED this 16th day of September, 2020.


 Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

 City Secretary

(Prepared by Legal Dept. Mary Burk)
 (MFB:mfb September 8, 2020) Senior Assistant City Attorney
 (Requested by Andrew F. Icken, Chief Development Officer)
 (L.D. File No. 0422000114001)

| AYE | NO | |
|---------|---------|------------------------|
| ✓ | | MAYOR TURNER |
| | | COUNCIL MEMBERS |
| ✓ | | PECK |
| ✓ | | DAVIS |
| ✓ | | KAMIN |
| ✓ | | EVANS-SHABAZZ |
| ✓ | | MARTIN |
| ✓ | | THOMAS |
| ✓ | | TRAVIS |
| ✓ | | CISNEROS |
| ✓ | | GALLEGOS |
| ✓ | | POLLARD |
| ✓ | | MARTHA CASTEX-TATUM |
| ✓ | | KNOX |
| ✓ | | ROBINSON |
| ✓ | | KUBOSH |
| ✓ | | PLUMMER |
| ✓ | | ALCORN |
| CAPTION | ADOPTED | |

CAPTION PUBLISHED IN DAILY COURT
 REVIEW
 DATE: **SEP 22 2020**

Exhibit "A"

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS,
AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD RELATING TO
FUNDING OF A COVID-19 HOMELESS MENTAL HEALTH RESPONSE CENTER**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (this “Agreement”) is made and entered into by and between the City of Houston, Texas, a home-rule municipality principally situated in Harris County, Texas (the “City”), and The Harris Center for Mental Health and IDD, a community center and agency of the State of Texas under the provisions of Chapter 534 of the Texas Health and Safety Code (“The Harris Center”), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The City and The Harris Center are referred to herein collectively as “Parties” and individually as a “Party.”

RECITALS

WHEREAS, The Harris Center is the designated local mental health authority for Harris County, Texas, and provides behavioral health and intellectual and developmental disability services to Harris County residents; and

WHEREAS, the President of the United States, the Governor of the State of Texas, the County Judge of Harris County, and the Mayor of the City of Houston have issued emergency declarations and executive orders in response to the Coronavirus Disease 2019 (“COVID-19”) pandemic; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund (“CRF Fund”) and appropriated \$150 billion out of the Fund for the United States Department of Treasury to make payments to, among other governmental entities, certain local governments; and

WHEREAS, pursuant to the CARES Act, the United States Department of Treasury has provided the City with a direct payment from the CRF Fund for the City to cover costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19; were not accounted for in the City’s budget most recently approved as of March 27, 2020, and were incurred on March 1, 2020, through and including December 30, 2020; and

WHEREAS, payments from the CRF fund may be used for expenses to facilitate compliance with COVID-19-related public health measures ; and

WHEREAS, as a result of COVID-19, The Harris Center may incur in the future expenses related to the acquisition of certain real property consisting of approximately five acres of land, together with approximately 40,000 square feet of improvements thereon, located at 6160 South Loop East, Houston, Texas 77087 (“Property”), on which The Harris Center will operate a respite,

rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-19 (“COVID-19 Homeless Mental Health Response Center”); and

WHEREAS, the expenses that may be incurred by The Harris Center related to the acquisition of the Property are expenses to facilitate compliance with COVID-19-related public health measures that are eligible for reimbursement from CARES Act funds; and

WHEREAS, the City desires to contribute \$5,000,000 in funds made available to the City from the CRF Fund pursuant to the CARES Act (“City Contribution”) to The Harris Center to fund the acquisition of the Property on which The Harris Center will operate the COVID-19 Homeless Mental Health Response Center; and

WHEREAS, by separate agreement by and between The Harris Center and Harris County (“County”), the County will contribute an equal amount of funding to The Harris Center for the acquisition of the Property, the purchase of furnishings and equipment therefor to improve COVID-19 mitigation measures, the undertaking of capital improvements thereto for the operation of the COVID-19 Homeless Mental Health Response Center as a respite, rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-19, and the funding of one year of operation expenses for the COVID-19 Homeless Mental Health Response Center (“County Contribution”); and

WHEREAS, the City and The Harris Center desire to enter into this Agreement to formalize a mechanism for the provision of the City Contribution from the City to The Harris Center to undertake the acquisition of the Property so that The Harris Center can open for operation the COVID-19 Homeless Mental Health Response Center as a respite, rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-19 on or before December 30, 2020;

WHEREAS, the recitals hereinabove are incorporated by reference and made part of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Agreement, the City and The Harris Center agree as follows:

I. CITY CONTRIBUTION; COUNTY CONTRIBUTION

It is the agreement of the Parties that the City Contribution and the County Contribution shall be allocated and expended by The Harris Center in the manner and for the purposes described in the recitals.

II. PAYMENT TERMS; ACCOUNTING; RECORDKEEPING

- A) Within seven (7) business days of the Effective Date, the City shall remit the City Contribution to The Harris Center at its address for notices.
- B) The Harris Center shall utilize the City Contribution to pay for the acquisition of the Property so that The Harris Center can open for operation the COVID-19 Homeless Mental Health Response Center as a respite, rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-19 on or before December 30, 2020.
- C) The City Contribution must be expended by The Harris Center (i) in accordance with the purposes authorized this Agreement; and (ii) no later than the deadline for expenditure specified for the City Contribution in this Agreement. The Harris Center shall immediately return to the City any portion of the City Contribution that The Harris Center has not expended on or before the Closing Date, as that term is defined in Section II.F. Provided, further, in no event may The Harris Center expend any portion of the City Contribution after December 30, 2020.
- D) If The Harris Center expends any portion of the City Contribution for purposes inconsistent with the terms of this Agreement, or does not meet the applicable deadline(s) for expenditure specified in this Agreement, The Harris Center shall be in default of this Agreement and shall immediately return to the City the applicable portion of the City Contribution.
- E) Within seven (7) business days of closing on the acquisition of the Property, The Harris Center shall provide the Director with a closing statement evidencing The Harris Center's payment of the purchase price for the Property, together with a copy of the recorded deed conveying the Property to The Harris Center, documentation showing that The Harris Center has allocated and expended the full amount of the City Contribution to acquire the Property, and, if applicable, such other information as The City may reasonably require to establish whether the expenses incurred by The Harris Center in acquiring the Property qualify as COVID-19 or other disaster-related expenses eligible for reimbursement under the rules, regulations and/or guidance applicable to the federal, state or municipal program providing or administering the CRF Funds, for the Director's review and approval . The Director shall approve the submittal of the documentation for the acquisition of the Property if, in the Director's opinion, the documentation demonstrates that the City Contribution has been expended in accordance with this Agreement.
- F) In the event that The Harris Center does not close on the acquisition of the Property on or before October 12, 2020 ("Closing Date"), which Closing Date may be extended by mutual agreement of the Parties, this Agreement shall terminate. Upon a termination pursuant to this section, The Harris Center shall immediately return the entire amount of the City

Contribution to the City. The Director (or his or her designee) is authorized to agree to the extension of the Closing Date on behalf of the City.

- G) The Harris Center agrees that it will comply with all requirements of applicable state and federal laws and regulations and guidance from the United States Department of Treasury and the City's Finance Director regarding the eligibility of The Harris Center to receive the City Contribution from funds made available to the City from the CRF Fund pursuant to the CARES Act, and shall cooperate with the City in any review or audit of the eligibility of The Harris Center's use of the City Contribution, including retaining and providing to City all necessary documentation or other information necessary to establish The Harris Center's compliance with all applicable requirements. The Harris Center shall retain all documents related to the acquisition of the Property, the purchase of furnishings and equipment therefor to improve COVID-19 mitigation measures and the undertaking of capital improvements to the Property so that the COVID-19 Homeless Mental Health Response Center can be opened for operation as a respite, rehabilitation and re-entry center for acutely mentally ill, homeless individuals who are at risk of contracting COVID-19, and all documents related to its use of the City Contribution, for at least five (5) years from the date The Harris Center incurred the expense. In addition to the foregoing, during the time period that commences on the Closing Date and expires on the date that is ten (10) years after the Closing Date, The Harris Center may not convey the Property to any third party without first obtaining the prior written approval of the Director to the conveyance. **THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
- H) If any audit or inspection performed by the City, the United States Treasury Department, or any other local, state or federal entity results in the disallowance, recapture, repayment, refund, return and/or reimbursement of funds made available to the City from the CRF Fund pursuant to the CARES Act, used by the City to provide the City Contribution, The Harris Center shall repay, refund, and/or reimburse the City for all of such fees and/or expenses required to be paid by the City or in the case of a City audit, amounts requested or disallowed by the City, as unallowed, unauthorized, or otherwise inconsistent with the Agreement. The Harris Center shall be given written notification of the findings of such audit or inspection. Each Party shall bear its own costs of any such audit. Not later than 60 days from the presentation of the written findings by the City to The Harris Center, the City and The Harris Center shall develop a mutually-agreed schedule for The Harris Center's repayment to the City of any adjustments or payments that must be made as a result of any such audit or inspection of the funds made available to the City from the CRF Fund pursuant to the CARES Act and used by the City to provide the City Contribution to The Harris Center. The Director (or his or her designee) is authorized to negotiate and agree to the repayment schedule on behalf of the City. **THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

III. LIMIT OF APPROPRIATIONS

- A) The City's duty to pay money to The Harris Center under this Agreement is limited in its entirety by the provisions of this Article.
- B) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$5,000,000.00 to pay money due under the Agreement (the "Original Allocation").
- C) The executive and legislative officers of the City, in their discretion, may further allocate supplemental funds (each a "Supplemental Allocation") in addition to the Original Allocation for the Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies set forth below.
- D) The City has not allocated supplemental funds or made any other Supplemental Allocation for the Agreement unless the City has issued to The Harris Center a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

- E) The Original Allocation, plus any Supplemental Allocations, are the "Allocated Funds." The City shall never be obligated to pay any money under the Agreement in excess of the Allocated Funds. The Harris Center must assure itself that sufficient allocations have been made to pay amounts due pursuant to the Agreement. If Allocated Funds are exhausted, then the only remedy of The Harris Center is suspension or termination of its performance under this Agreement, and The Harris Center has any other remedy in law or in equity against the City and no right to damages of any kind.

IV. TERM AND TERMINATION

The term of this Agreement shall commence upon the date of countersignature by the City Controller, and, unless sooner terminated in accordance with the terms hereof, the Agreement shall remain in full force and effect (i) until the approval by the Director of the acquisition documentation described in Section II.C hereof; and (ii) if applicable, The Harris Center's final remittance of any portion of the City Contribution that The Harris Center has not expended in accordance with Articles I. and II. hereof.

Either party may terminate its performance under this Agreement if the other party defaults and fails to cure within 60 days the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after receipt of such notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date. The Director shall act on behalf of the City to notify The Harris Center of a default and to effect termination.

V. GOVERNING LAW; VENUE

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is in a state or federal court of competent jurisdiction in Harris County, Texas.

VI. ENTIRE AGREEMENT; MODIFICATIONS

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 approved by the City Council of the City and signed by authorized representatives of all Parties.

VII. NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and deemed to be given: (a) upon delivery in person to the address below; (b) three (3) days after the date 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; or (c) upon receipt by commercial delivery service. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City: City of Houston, Texas
 900 Bagby Street, 4th Floor
 Houston, Texas 77002
 Attn.: Chief Development Officer

With a Copy To: City of Houston, Texas
 611 Walker Street, 10th Floor

Houston, Texas 77002
Attn.: Finance Director

To The Harris Center: Chief Executive Officer
Wayne Young
The Harris Center for Mental Health and IDD
PO BOX 25381
Houston, Texas 77265-5381

With a Copy To: Director of Contracts
The Harris Center for Mental Health and IDD
PO BOX 25381
Houston, Texas 77265-5381

Any Party may designate a different address by giving the other Parties written notice of the same to the address(es) set forth above.

VIII. MISCELLANEOUS PROVISIONS

- A) If any provision or part of this Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances are not affected.
- B) The parties agree that this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. The parties further agree that neither party is an agent, servant, or employee of the other party and that each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- C) Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall constitute a waiver by either party of any provisions of (i) Chapters 75, 84, 95 or 101 of the Texas Civil Practice and Remedies Code, as amended, (ii) any laws relating to limitations of liability of the type of entity of such party, or (iii) sovereign or governmental immunity, as any of the foregoing may be available to such party.
- D) If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by the Director, or by any other employee or agent of the City, of any part of The Harris Center's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

- E) The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Harris Center shall provide to the City Attorney all documents and records pertaining to this Agreement that the City Attorney requests to assist in determining The Harris Center's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.
- F) Each Party shall remain obligated to the other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- G) Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.
- H) This Agreement does not bestow any rights upon any third party, but binds and benefits the City and The Harris Center only.

IX. EXECUTION

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature. All counterparts together constitute one and the same instrument. Each Party represents that the undersigned is a duly authorized representative with the power to execute this Agreement on behalf of the respective Party.

[Execution pages follow]

**THE HARRIS CENTER FOR
MENTAL HEALTH AND IDD
(FORMERLY KNOWN AS THE
MENTAL HEALTH AND MENTAL
RETARDATION AUTHORITY OF
HARRIS COUNTY)**

By: _____
Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Kendra Thomas
General Counsel

ATTEST:

CITY OF HOUSTON

PAT JEFFERSON-DANIEL
Interim City Secretary

By _____
SYLVESTER TURNER
Mayor

APPROVED AND RECOMMENDED:

COUNTERSIGNED:

TANTRI EMO
Director, Finance Department

CHRIS BROWN
City Controller

Countersignature Date: _____

APPROVED AND RECOMMENDED:

ANDREW F. ICKEN
Chief Development Officer

APPROVED AS TO FORM:

MARY FRANCES BUZAK
Senior Assistant City Attorney
L.D. No. 0422000114001