

Controller's Office

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

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 -

[Handwritten Signature]
Genie Bell

Date: 10-6, 2020

City Controller of the City of Houston

me

SCC FUND REF: N/A AMOUNT: 0 ENCUMB. NO.: RF 50079-21

City of Houston, Texas, Ordinance No. 2020- 860

A

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS AND HARRIS COUNTY, TEXAS RELATING TO COST SHARING FOR OPERATING COVID-19 EMERGENCY SHELTER FACILITIES; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, pursuant to Ordinance No. 2020-277, passed and adopted on April 1, 2020, as amended by Ordinance No. 2020-291, passed and adopted on April 8, 2020, and Ordinance No. 2020-278, passed and adopted on April 1, 2020, the City Council of the City of Houston, Texas ("City") has, entered into certain leases (the "Leases") for hotel rooms to be used as public quarantine and/or isolation sites in response to the COVID-19 pandemic (the "Facilities") and the City has incurred the rental costs therefor ("Rent"); and

WHEREAS, the City Harris County, Texas ("County") have incurred costs for the operation of the Facilities (the Operating Costs"); and

WHEREAS, the City and the County anticipate that a portion of the Operating Costs will be reimbursed to the City and the County from funds provided by various Federal programs or sources, including CARES Act and FEMA funds, which are available to cover costs related to the COVID-19 pandemic ("COVID Funds") and to the extent the expenditures qualify for said programs; and

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the City and the County may contract with each other to provide governmental function and services, including public health, safety and welfare and other governmental functions in in which the contracting parties are mutually interested; and

WHEREAS, the City and the County have agreed to equally share the costs of the Rent and the Operating Costs of the Facilities to the extent such costs are not reimbursed from COVID Funds in accordance with the terms of the interlocal agreement; **NOW, THEREFORE,**

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

Section 1. That 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 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. The City Secretary is hereby authorized to attest to all such signatures and to affix the City seal to all such documents.

Section 2. That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under such contract, agreement, or other undertaking without further authorization from the City Council.

Section 3. That, any financial obligations of the City pursuant to the contract will be subject to the approval of the City Council.

Section 4. That 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 7th day of October, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 13 2020.

Art J. Hamiel
Interim City Secretary

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: **OCT 13 2020**

(Prepared by Legal Department
(KTK:gnd 09.24.2020)
(Requested by Andrew F. Icken, Chief Development Officer)
(L.D. File No. 042-2000150-001)

Andrew F. Icken
Senior Assistant City Attorney

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	

Exhibit "A"

**Interlocal Agreement Between Harris County, Texas and the City of Houston for
Cost Sharing for Operating COVID-19 Emergency Shelter Facilities**



HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

Joshua Stuckey
Interim Director

8410 Lantern Point Drive
Houston, Texas 77054
Tel (832) 927-4700
Fax (713) 578-2090

COVID-19

July 17, 2020

County Judge Hidalgo and
Commissioners Ellis, Garcia, Radack and Cagle

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for July 28, 2020:

Approval of an Interlocal Agreement, prepared by the County Attorney, between Harris County and the City of Houston for cost sharing for operating COVID-19 emergency shelter facilities.

Thank you for your assistance with this request.

DocuSigned by:
Joshua Stuckey
D7C5C554AEFA4F7...
Joshua Stuckey
Interim Director

JS/DL/MN/jb
Enclosures

Presented to Commissioners Court

July 28, 2020

Approve: E/G

Harris County Community Services Department

EXECUTIVE SUMMARY

Interlocal Agreement – Harris County and City of Houston for Cost Sharing for Operating COVID-19 Emergency Shelter Facilities

July 28, 2020

Background

/ The COVID-19 Pandemic and resulting public health crisis in Houston and Harris County required action by the City and County to provide public isolation/quarantine facilities for persons who cannot self-quarantine or isolate themselves from the general public. Such facilities are necessary to reduce the spread of COVID-19, especially amongst some of the county's most vulnerable homeless and low-income individuals.

The City of Houston has leased two facilities (hotels) to serve as isolation shelters. Harris County and the City of Houston are providing management, operational staff, medical personnel, supplies, food, reporting and oversight services. The City and County propose to equally share the costs of the rent and operating costs in accordance with the terms of the Interlocal Agreement for the operation of the facilities.

Recommendation

It is recommended that Commissioners Court approve the Interlocal Agreement between Harris County and the City of Houston for the cost sharing for operating COVID-19 emergency shelter facilities.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 28th day of July, 2020, with the following members present, to-wit:

Lina Hidalgo County Judge
Rodney Ellis Commissioner, Precinct 1
Adrian Garcia Commissioner, Precinct 2
Steve Radack Commissioner, Precinct 3
R. Jack Cagle Commissioner, Precinct 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF HOUSTON FOR COST SHARING FOR OPERATING COVID-19 EMERGENCY SHELTER FACILITIES

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" 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:

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement between Harris County and the City of Houston for cost sharing for operations of COVID-19 emergency shelter facilities. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

Presented to Commissioners Court

July 28, 2020

Approve: E/G

Section 2: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

INTERLOCAL AGREEMENT

BETWEEN

HARRIS COUNTY, TEXAS

AND

THE CITY OF HOUSTON

FOR

COST SHARING FOR OPERATING COVID-19 EMERGENCY SHELTER FACILITIES

THE STATE OF TEXAS

COUNTY OF HARRIS

This Interlocal Agreement (“Agreement”) is made and entered into and effective as of the ___ day of May, 2020 (“Effective Date”) pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (“Act”), by and between the **CITY OF HOUSTON, TEXAS**, a Texas home-rule municipal corporation situated in Harris, Fort Bend and Montgomery Counties (the “CITY”) and **HARRIS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas (the “COUNTY”).

RECITALS

WHEREAS, the CITY has entered into leases (the “Leases”) for hotel rooms to be used as public quarantine and/or isolation sites located at 9902 Gulf Freeway, Houston, Texas 77034 and 11611 Northwest Freeway, Houston, Texas 77092 (the “Facilities”) in response to the COVID-19 pandemic for persons who cannot self-quarantine or isolate elsewhere; and

WHEREAS, the CITY will incur costs to lease the Facilities during the term of the leases (the “Rent”); and

WHEREAS, the CITY and the COUNTY have each agreed to provide, or cause to be provided, certain services related to operating the Facilities, including but not limited to management of the Facilities, staffing, medical personnel, supplies, provision of food, reporting, and monitoring of the operations (the “Services”) and will each incur costs to provide the Services to operate the Facilities (the “Operating Costs”); and

WHEREAS, the CITY and the COUNTY have agreed to equally share the costs of the Rent and the Operating Costs in accordance with this agreement in order to provide for the operation of the Facilities; and

WHEREAS, pursuant to the Act, the CITY and the COUNTY may contract with each other to provide governmental functions and services, including public health, safety and welfare and other governmental functions in which the contracting parties are mutually interested.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the COUNTY agree to the following terms, covenants, and conditions:

ARTICLE 1 – SCOPE OF AGREEMENT

Subject to the terms and conditions set forth herein, the CITY and the COUNTY have incurred and will continue to incur costs to provide quarantine and isolation sites for individuals in response to the COVID-19 pandemic. The CITY and the COUNTY have agreed to share the costs of renting and operating the Facilities, including the Rent for the Facilities, and the Operating Costs on a 50/50 basis between the parties, beginning on April 1, 2020 and continuing during the time that the Facilities remain open and the Services related thereto are required. This Agreement shall set forth the procedures by which the CITY and the COUNTY will track and reconcile the costs and achieve the agreed 50/50 split.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.1 The CITY shall comply with all laws, rules, ordinances, and regulations of any municipal, state, county or federal governmental authority or agency, whenever enacted, applicable to the CITY and its contractors and agents, including but not limited to all environmental, health and safety laws and regulations.

2.2 Throughout the term of this Agreement, the CITY shall cause the leases for the Facilities to remain in full force and effect in accordance with their terms and pay all costs that become due and payable thereunder. The CITY will keep accurate records of all payments made under the leases.

2.3 To the extent the CITY uses law enforcement officers from the Houston Police Department to provide security at any of the Facilities (“HPD Security”), the CITY will maintain records of the hours worked and pay rates of all such law enforcement officers in a manner sufficient to substantiate reimbursement from FEMA or other federal programs.

2.4 In the event that, after the date of this Agreement, the CITY desires to enter into any new agreement or amendment to an existing agreement, including amendments to or extensions of the Leases, the CITY Agrees that it will obtain written approval from the COUNTY if the cost of the new agreement or amendment exceeds Twenty-Five Thousand

Dollars (\$25,000.00). If the COUNTY does not approve the additional expenditure, the CITY's additional expenditure shall not be included in the cost splitting and true-up provisions of this Agreement. In the event that the COUNTY does not respond to the request for written approval of the additional expenditure within ten (10) days from the date it is submitted, the additional expenditure shall be deemed approved.

ARTICLE 3 – COUNTY'S RESPONSIBILITIES

3.1 The COUNTY shall comply with all laws, rules, ordinances, and regulations of any municipal, state, county or federal governmental authority or agency, whenever enacted, applicable to the COUNTY and its contractors and agents, including but not limited to all environmental, health and safety laws and regulations.

3.2 Throughout the term of this Agreement, the COUNTY shall keep all agreements for the Services in full force and effect in accordance with their terms and pay all costs that become due and payable thereunder. The COUNTY will keep accurate records of all payments made under the Services agreements.

3.3 In the event that, after the date of this Agreement, the COUNTY desires to enter into any new agreement or amendment to an existing agreement, including amendments to or extensions of the Services, the COUNTY Agrees that it will obtain written approval from the CITY if the cost of the new agreement or amendment exceeds Twenty-Five Thousand Dollars (\$25,000.00). If the CITY does not approve of the additional expenditure, the COUNTY's additional expenditure shall not be included in the cost splitting and true-up provisions of this Agreement. In the event that the CITY does not respond to the request for written approval of the additional expenditure within ten (10) days from the date it is submitted, the additional expenditure shall be deemed approved.

ARTICLE 4 - TERM

This Agreement shall remain in effect until the last of the Facilities Leases or agreements for Services have expired or been terminated, all costs have been reconciled and any true-up payment has been made as provided in Article 5 below.

ARTICLE 5- RECONCILIATION OF COSTS-PAYMENT

5.1 Once all Rent and Operating Costs have been paid by the parties, each party shall seek federal reimbursement for all Rent and Operating Costs incurred for the operation of the Facilities. Following each party's receipt of federal reimbursement, each party shall submit to the other party a detailed statement of all costs incurred by that party which were not reimbursed with federal funds, along with all invoices and backup documentation (the "Supporting Documentation") reasonably necessary for the reviewing party to confirm the accuracy and payment of the submitted costs. Each party shall have thirty (30) days after receipt of the Supporting Documentation (the "Review Period") to examine the Supporting Documentation and request any further clarification or additional information from the

submitting party. Each party shall promptly supply any additional information reasonably requested.

5.2 If either party has not received any requested additional information prior to the end of the Review Period, the Review Period shall automatically be extended by the number of days required to obtain the additional information and to allow the party at least seven days from receipt of all documentation to review and approve same.

5.3 Once both parties have approved the Supporting Documentation, the party that has incurred the greater amount of costs shall be entitled to payment from the other party in an amount necessary to create an even (50/50) division of costs. The required payment shall be made to the entitled party within thirty (30) days of the end of the Review Period (as the same may have been extended pursuant to Section 5.2 above.)

5.3 It is acknowledged by the parties that the CITY and the COUNTY each intend to seek reimbursement of the Rent and Operating Costs from FEMA or such other program as may be available. Each party agrees to provide such information or documentation in the party's possession as may be required by the other party to support that party's reimbursement request. The obligation of this section 5.3 shall survive the termination of this Agreement.

5.4 In the event the CITY provides HPD Security, the cost of law enforcement officers' labor shall be subject to the reconciliation and cost-sharing provisions of this article.

5.5. In the event that either party uses its own employees to provide Services for the operation of the Facilities, other than HPD Security, the cost of the employees' labor shall not be subject to the reconciliation and cost sharing provisions of this article.

ARTICLE 6 – NOTICES

All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to the CITY:

Director
City of Houston
2999 South Wayside Drive
Houston, Texas 77023

If to the COUNTY:

Harris County Judge
Harris County Administration Building
1001 Preston, 9th Floor
Houston, Texas 77002

ARTICLE 7 - MISCELLANEOUS

7.01 Governing Law. This Agreement is subject to all applicable laws, regulations, codes, ordinances, rules and rulings of the Federal Government, the State of Texas, City of Houston, and any other governmental entity that has jurisdiction over the parties or

activities set out herein. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in Harris County, Texas.

7.02 Insurance. The CITY and the COUNTY will require all third party contractors, subcontractors, and vendors (collectively, the "Contractor") who perform work or provide Services at the Facilities to maintain such levels of insurance as are customary for the size and kind of work or services to be provided. All insurance policies, except workers' compensation, must name the CITY or COUNTY, as appropriate, as an additional insured. Each party will obtain copies of insurance policies from the Contractor and deliver to the other party copies of such policies. All such policies must contain an agreement that the insurer will notify the CITY or COUNTY, as applicable, in writing, not less than thirty (30) days before any reduction in coverage or cancellation of any policy.

7.03 Purpose of Agreement; Responsibilities and Relationship of the Parties. 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 each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the COUNTY and the CITY, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the COUNTY or the CITY, shall be deemed to create any relationship between the COUNTY and the CITY other than the contractual relationship established under this Agreement.

7.04 Captions. The captions used herein are for convenience only and do not limit or control the meaning or interpretation of any of the provisions in this Agreement.

7.05 Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

7.06 Venue. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Harris County, Texas.

7.07 Assignment. This Agreement shall not be assignable by a Party, in whole or in part, without first obtaining written consent of the other Party.

7.08 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any

reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

7.09 Merger. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all previous agreements, warranties, or other representations between the Parties with respect to the obligations contained in this Agreement.

7.10 Amendment/Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed and executed in the same manner as this Agreement.

7.11 No Waiver of Immunity. 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.

7.12 No Appropriation. The COUNTY acknowledges and agrees that the CITY has neither appropriated or allocated funds for this Agreement. The COUNTY agrees that , under its Charter, the CITY may not obligate itself by contract to pay more money than the amount the City Council appropriates. The COUNTY agrees that unless funds for this Agreement are allocated by the City Council, CITY shall have no obligation to pay any funds hereunder to COUNTY. Additionally, The CITY understands and agrees, said understanding and agreement also being the absolute essence of this Agreement, that the COUNTY is not appropriating any funds under this Agreement.

(signatures begin on following page)

IN WITNESS WHEREOF, this Agreement may be or has been executed in multiple counterparts to be effective upon the date of countersignature by the Controller of the City of Houston.

ATTEST:

CITY OF HOUSTON

PAT JEFFERSON-DANIEL
Interim City Secretary

By _____
SYLVESTER TURNER
Mayor

APPROVED AND RECOMMENDED:

COUNTERSIGNED:

ANDY ICKEN, Chief Development Officer
Office of the Mayor

CHRIS BROWN
City Controller

APPROVED AS TO FORM:

Countersignature Date: _____

KENT T. KELSEY
Senior Assistant City Attorney


L.D. No. _____

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By _____
Christy Gilbert
Assistant County Attorney
CAO File No. 20GEN1110

By  _____
LINA HIDALGO
County Judge