

Gwen J. Sims, MEd, RD, LD
Interim Executive Director
2223 West Loop South
Houston, Texas 77027
Tel: (713) 439-6000
Fax: (713) 439-6327



William Hudson, MPH, MSMOB, CPHQ, CSSBB
Director, Office of Financial & Support Services
2223 West Loop South
Houston, Texas 77027
Tel: (713) 439-6000
Fax: (713) 439-6327

COVID-19 ITEM

April 16, 2021

The Honorable Judge Lina Hidalgo
and Commissioners Court
Harris County Administration Building
1001 Preston, Room 938
Houston, Texas 77002

Dear Court Members:

We respectfully request approval of the attached Agreement between Harris County Public Health (HCPH) and Rice University. This Agreement will be effective March 30, 2021 through May 31, 2021. The purpose is to allow HCPH access to various areas on Rice University's campus to store a portion of HCPH's COVID-19 vaccine supply. Please see attached document(s) for additional information.

If you have any questions or concerns regarding this matter, please contact William Hudson, HCPH Director of Office of Financial & Support Services at (713) 439-6000 or William.Hudson@phs.hctx.net.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gwen J. Sims", is written over a light blue horizontal line.

Gwen J. Sims, MEd, RD, LD
Interim Executive Director

HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.

Follow HCPH on Twitter [@hctxph](#) and like us on [Facebook](#)

www.hcphtx.org

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,

with the following members present:

Judge Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: _____,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to accept the attached Agreement between Harris County Public Health (HCPH) and Rice University.

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to approve the attached Agreement between Harris County Public Health (HCPH) and Rice University. This Agreement will be effective March 30, 2021 through May 31, 2021. Please see attached document(s) for additional information.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Agreement

This letter agreement effective as of the date executed by both parties (the "Effective Date") sets forth the conditions pursuant to which Rice University will permit Harris County, acting on behalf of Harris County Public Health ("HCPC") to use Room 103 in the Space Science and Technology Building and such other areas as the parties may mutually agree upon on the Rice University campus (the "Space") in order to store a portion of HCPH's COVID 19 vaccine supply (the "Purpose").

This letter agreement will be effective until May 31, 2021, unless earlier terminated as set forth herein. Either party may terminate this letter agreement (a) upon five (5) business days' prior written notice to the other party at any time without cause and without liability or (b) immediately if such party deems it necessary in the interest of safety and health. Upon termination, HCPH will coordinate with Rice University for the removal of its property. For the avoidance of doubt, the parties agree that HCPH will be responsible for the removal and transport of its property from the Space.

HCPH will be responsible for the following:

- 1. Providing the refrigeration units/storage containers for the COVID-19 vaccine;**
- 2. Providing pharmaceutical technicians to monitor the COVID-19 vaccine on a 24-hour basis. HCPH will ensure that pharmaceutical technicians will abide by applicable rules and policies of Rice and will be responsible and liable for the acts and omissions of such pharmaceutical technicians.**

HCPH has, and shall maintain during the term of this agreement, self-insurance or insurance policies, including, but not limited to, workers' compensation and employers' liability, general liability and automobile liability insurance. Prior to the execution of this letter agreement HCPH shall provide Rice University with evidence of self-insurance or certificates of insurance evidencing such policies. Where permitted such self-insurance or policies shall provide that (i) all policies of insurance or self-insurance be on a primary basis, noncontributory with any other insurance coverages and/or self-insurance carried or maintained by Rice University (ii) all rights of subrogation are waived in favor of Rice University and its insurers (iii) any commercial general liability insurance names Rice University as an additional insured and (iv) shall provide Rice University with at least 30 days' prior written notice if such coverage shall be canceled, terminated, reduced, restricted, limited or materially changed. Notwithstanding anything herein to the contrary, Rice University understands and agrees that Harris County is a self-insured government under the laws of the State of Texas. County's tort liability for the wrongful acts, omissions, or negligence of its employees is limited by the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE ANN. §§ 101.001 *et seq.*, as amended.

Rice University will be responsible for the following:

- 1. Providing the Space; and**
- 2. Providing its customary security services for the Space, Science and Technology Building, including limiting access to the building during other than normal business hours through**

the use of master entry cards and/or keys (provided, however, that Rice University shall not have any liability to HCPH or HCPH's employees, agents or contractors for losses due to theft or burglary or for damages or losses caused by unauthorized persons in or about the Space or the Space, Science and Technology Building).

Rice will not be responsible or liable for any loss or damage relating to this letter agreement, the use of the Space by HCPH or the Purpose and, to the fullest extent permitted by law, HCPH fully and forever releases, waives and discharges Rice University from any and all claims, suits, damages, losses, and other liabilities, in any way arising out of or in connection with this letter agreement, HCPH's use of the Space or the Purpose.

The parties acknowledge and agree to the terms and conditions as set forth above.

Rice University

By: KEJ
Name: Kevin E. Kirby
Title: VP, Administration
Date Signed: March 22, 2021

Harris County, Texas

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

Harris County Public Health

By: Gwen J. Sims
Gwen J. Sims
Interim Executive Director
Date Signed: 3/30/2021

Approved as to legal form:

Christian D. Menefee

County Attorney

By: Marva Gay (by nca) 3.30.2021

Marva Gay

Assistant County Attorney

CAO file no. 21GEN0566