

**INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 148**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into upon signature by all parties ("Effective Date") by and between **Harris County, Texas** ("County"), a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health and **Harris County Municipal Utility District No. 148** ("District"), pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq. County and District are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, County has developed a wastewater based epidemiology ("WBE") program;

WHEREAS, District desires to use County's WBE program to gain valuable insight into epidemiological trends in its jurisdiction;

WHEREAS, Parties desire to exchange wastewater surveillance data to enhance their understanding of epidemiological trends in the area and to use the data as an indicator to monitor disease outbreaks; and

WHEREAS, Parties find that collaborating will primarily serve a public purpose.

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

TERMS:

ARTICLE I. PURPOSE

The purpose of this Agreement is to describe each Party's role for the coordination of wastewater testing, analysis, and subsequent exchange of information between the Parties through the WBE program, a program developed by Harris County Public Health designed to test and analyze wastewater data. This data will be shared between the Parties, and the Parties will use the information to efficiently allocate resources and coordinate outreach to improve the health of residents and to mitigate future disease surges. The specific Scope of Work for this project is found in Attachment A, attached hereto and incorporated herein by reference.

ARTICLE II. DISTRICT DUTIES

During the term of this Agreement, the District agrees to:

- A. Allow the County to access its wastewater facilities and collect influent wastewater samples (the "Samples").
- B. Appoint a point of contact for County to coordinate site visits in order to collect Samples at regular intervals, but not less than once per week.
- C. Secure, store, and use the data elements listed in Attachment A (the "Data") in a manner that complies with federal, state, and local law.

ARTICLE III. COUNTY DUTIES

During the term of this Agreement, the County agrees to:

- A. Collect Samples from District wastewater facilities at regular intervals.
- B. Test Samples using its wastewater testing program.
- C. Provide the Data to District at regular intervals.
- D. Promptly inform District if there is an expected or ongoing outage to the data receiving process.

ARTICLE IV. TERM AND TERMINATION

The term of this Agreement commences on the Effective Date and lasts until a year minus a day from the Effective Date ("Initial Term"). This Agreement will automatically renew on the same terms and conditions for four additional one-year terms (each a "Renewal Term") unless it is terminated by either Party by giving the other Party prior written notice of its intention to terminate not less than ninety (90) days prior to the expiration of the term of this Agreement.

ARTICLE V. LIMIT OF APPROPRIATION

- A. It is agreed that the Parties will not charge a fee for any information disclosed pursuant to this Agreement.
- B. Each Party is responsible for its costs for performance under this Agreement.
- C. Nothing in this Agreement will be construed as obligating a Party to expend funds or to provide resources or be involved in any obligation for future payment of money or provision of resources.
- D. Any funds appropriated under this Agreement will be from current revenue.

ARTICLE VI. NOTICE

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR HARRIS COUNTY: All notices and communications must be mailed as follows:

FOR THE COUNTY: 1111 Fannin Street
Houston, TX 77002
Attention: Executive Director

FOR THE DISTRICT: Harris County Municipal Utility District No. 148
c/o Andrew P. Johnson, III
Johnson Petrov LLP
2929 Allen Parkway, Ste 3150
Houston, TX 77019

These addresses may be changed upon giving prior written notice to the other Party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

ARTICLE VII. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended only by an instrument in writing that is signed by the Parties. Amendments will be effective on the date stipulated therein.
- B. Change in Law. If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that a Party cannot reasonably fulfill this Agreement, and if the Parties cannot agree to an amendment that would enable substantial continuation of this Agreement, the Parties will be discharged from any further obligations under this Agreement upon ten (10) business days' written notice.
- C. Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same agreement.
- D. Integration. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous, oral or written, understandings between the Parties with respect to the subject matter hereof.
- E. News Releases or Pronouncements. News releases and publications pertaining to this Agreement that are made by a Party must be approved in writing by all Parties prior to public dissemination.

- F. No Implied Authority. Any authority delegated to one Party by another Party is limited to the terms of this Agreement. No Party shall rely upon implied authority, and specifically, there is no delegated authority under this Agreement to:
- a. Make public policy;
 - b. Promulgate, amend, or disregard any Party's programs or policies; or
 - c. Unilaterally communicate or negotiate, on behalf of the other Party, with any member of the U.S. Congress or any member of its staff, any member of the Texas Legislature or any member of its staff, or any federal or state agency.
- G. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS AN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE PARTIES OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THEY MAY HAVE BY OPERATION OF LAW.
- H. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable:
- a. such provision will be severed from this Agreement;
 - b. the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way; and
 - c. the Parties shall negotiate in good faith in an attempt to agree to a substitute provision that is valid, legal, and enforceable and which carries out the Parties' intentions to the greatest lawful extent under this Agreement.
- I. Survivability. The termination of this Agreement for any reason will not release any Party from its obligations to comply with federal and state laws regarding the use and disclosure of the information exchanged under this Agreement.
- J. No Intended Third-Party Beneficiaries. Nothing contained in this Agreement is intended nor will it be construed to create rights running to the benefit of third parties, unless otherwise expressly provided in this Agreement.

[EXECUTION PAGE FOLLOWS]

**HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 148**

By: Bobby J. Roberson
Bobby J. Roberson
President
Date: 1/09/24

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge
Date: _____

Approved:

By: Barbie L. Robinson
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By: An Le
An Le
Assistant County Attorney
C.A. File No.: 23GEN3576

ATTACHMENT A Scope of Work

Wastewater surveillance provides early detection of emerging diseases to improve public health interventions. When combined with other surveillance data including clinical cases, hospital bed utilization, and laboratory testing, wastewater surveillance data can give a broader scope of disease surveillance to public health departments. Considering the geographical size, population density, and diversity of Harris County, consistent sampling of wastewater for SARS-CoV-2 and potentially other types of pathogens or markers would provide invaluable insights into the health of the community. Led by local public health departments, wastewater surveillance operations must be conducted in collaboration with area wastewater treatment plants.

Wastewater surveillance has proven to be a reliable method of passive monitoring for the presence of viral or bacterial caseloads of pathogens in the wastewater influent, shed by infected individuals. Wastewater monitoring serves to estimate disease burden at a community level, providing data that signifies areas that are most at risk and need increased testing/vaccinations. Wastewater surveillance provides a more equitable approach to obtaining positivity rates in underserved communities, including the hispanic and black communities, disproportionately affected by COVID-19 and other emerging diseases. Each Party will foster a collaborative research relationship with the other that is focus on development of wastewater epidemiology and testing initiative.

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 148 TO EXCHANGE WASTEWATER SURVEILLANCE DATA AND ALL RELATED APPURTENANCES

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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input 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:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Agreement between Harris County and Harris County Municipal Utility District No. 148 to exchange wastewater surveillance data and all related appurtenances.
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.