

To: Harris County Commissioners Court

Through: Gwen J. Sims, Interim Executive Director, Public Health Services
..prepared

Prepared By: William Hudson, Director, Office of Financial & Support Services

Subject: Partnership with Simon Group-Houston Premium Outlet
..end

Project ID (If applicable):

Purpose and Request:

..title

HCPH respectfully requests approval of the attached Memorandum of Understanding (MOU) with Harris County Public Health (HCPH) and SPG Houston Holdings, L.P.

..end

Background and Discussion:

Through a partnership with the Houston Premium Outlet, HCPH will provide critical information to Houstonians that will be essential to mitigate the spread of COVID-19 while increasing knowledge and awareness of vaccines. The COVID-19 outreach team will be able to meet with the community where they are, provide resources, and answer questions and concerns the community may have.

Fiscal Impact:

No funds are requested. N/A

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: <i>[Please provide service or division where expenditure will be used]*</i>			
Existing Budget			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
Existing Department Budget			
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)			
[INSERT FUNDING SOURCE HERE]*			
Total Sources			

Alternatives:

N/A

Alignment with Strategic Objective:

The COVID-19 Outreach Teams aims to:

- Increase general knowledge about COVID-19, preventive behaviors, the benefits of vaccination and testing inside Harris County
- Research events, activities, businesses, and other locations within emerging hot spots, health inequities, and priority zip codes to share Care Kits and masks

Attachments:

Court Letter

Court Order

Agreement

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
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COVID-19 ITEM

March 15, 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 Memorandum of Understanding (MOU) with Harris County Public Health (HCPH) and SPG Houston Holdings, L.P. The MOU term will begin March 31, 2021 through March 30, 2022. Please see attached document(s) for additional information.

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

Sincerely,

A handwritten signature in blue ink that reads "Gwen J. Sims".

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.

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www.hcphctx.org

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

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 ____ day of _____, 2021 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
HARRIS COUNTY AND SPG HOUSTON HOLDINGS, L.P.**

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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
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 County Judge thereupon 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 County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and SPG Houston Holdings, L.P.; for access to common areas at Houston Premium Outlets as part of the Public Health Services COVID-19 Community Outreach Program; for a date agreed by the Parties; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

APPLICATION FOR PERMIT TO USE COMMON AREA

Form 136 (Rev. 3-08)

Shopping Center

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization Harris County Public Health	Describe the nature of the activity Harris County Public Health COVID-19 Outreach team will distribute information and masks to the public
Street Address 2223 W. Loop S. Houston, TX 77027	
City, State, Zip	
Telephone No. 713-439-6080	

DATE REQUESTED	TIME REQUESTED	NAME OF PERSON WHO WOULD BE IN CHARGE
4/10/21 or	From: 11:00 <input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M. To: 5:00 <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	Heidi MacMillan
4/17/21 or	From: 11:00 <input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M. To: 5:00 <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	Heidi MacMillan
4/24/21	From: 11:00 <input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M. To: 5:00 <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	Heidi MacMillan

If use of special decorations, signs, displays, or devices is requested, explain

(Please read carefully)

Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims, and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of any employee or agent of the shopping center owners, managers and tenants.

ACKNOWLEDGEMENT

(Please read carefully)

The undersigned represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and agrees that permission to use the Common Area is expressly conditioned upon Applicant's acceptance and continuing observation of the Rules and Regulations.

Name of person completing application	Street Address (if different than above)	
Title (if any)	City, State, Zip	
Signature	Date	Phone No.

The Individual/Organization named above has permission to use the designated portion of the Common Area during the hours and date(s), stated above subject to the Shopping Center's policies and to the Rules and Regulations stated on the reverse side.

☐ Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.

Authorized Signature

Date

For:

RULES AND REGULATIONS GOVERNING THE USE OF SHOPPING CENTER COMMON AREA

- A. Users cannot conduct any activity within the Shopping Center without having first obtained a permit. A permit will be granted only for use of that area designated as Common Area.
- B. A User may apply for a permit to use the Common Area within the Shopping Center at the management office during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Application shall be in the form required by the shopping center management and subject to these rules and regulations and should be made no later than 30 days prior to the day requested by the User for use of the Common Area.
- C. In making a determination as to whether a permit to use the Common Area within the Shopping Center shall be issued, the following points will be considered: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or property the risk of unreasonable interference with the primary commercial activities of Shopping Center. Applications will be considered on a first-come, first-served basis.
- D. Each User shall agree to comply with the following conditions and rules:
 1. The activity shall be confined to a specific use of the Common Area as described on the Application and will be limited to dates and times specified on the Application and confined to the Common Area.
 2. Users shall at all times during its use of the Common Area provide sufficient supervision and maintain adequate control of its members, guests or invitees. Shopping center management, in its sole discretion, shall determine if any User is not appropriately dressed. Any User violating this paragraph may be asked to immediately leave the Shopping Center.
 3. In the event that there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on, Users shall be responsible for obtaining any necessary licenses, authorizations or permits. No unlawful activities shall be permitted in the use of the Common Area including but not limited to the use of alcoholic beverages or gambling.
 4. All Users using the Common Area assume liability for and shall indemnify and hold harmless the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees), against and from any and all liabilities, obligations, losses, penalties, claims, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the Users (including without limitation the activities of the User's members, officers, directors, employees, agents, contractors, servants within the Shopping Center). The shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees) shall not be liable to any User using the Common Area or any other person on or about the shopping center, the adjoining grounds and parking lot, by the User's consent, invitation or license, express or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees).
 5. If the application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of the Shopping Center to the condition existing immediately prior to the commencement of the activity, the shopping center management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the shopping center management and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having limit of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate, naming the shopping center owner, manager and Simon Property Group, Inc. as additional insured.
 6. Unless otherwise permitted by shopping center management the User shall not vend or peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever. User shall not exhibit any sign, plaque or banner, notice or any other written material in or around the Shopping Center without prior written approval of shopping center management.
 7. The User shall not use any vehicle, motor, camera, lighting device or projector on the Common Area without prior approval of shopping center management. User shall not engage in any fighting or direct the use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterances, gestures or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. In addition, the User shall not permit the emission of noise or odors or use any device or paraphernalia, which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or phonographs without prior written approval by shopping center management. If use of vehicles is approved, evidence of auto liability in the amount of \$1,000,000.00 combined single limit must be provided.
 8. Any person or organization using the Common Area shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Shopping Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments of the Shopping Center. Management, in its sole discretion, shall determine whether such objectionable conduct has occurred.
 9. The Common Area shall be surrendered in the same condition as it was upon commencement of its use. All expenses incurred to maintain order and to keep the Common Area free from rubbish will be borne by the User.
 10. If the Management shall deem the use of the Common Area objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of the User to use the Common Area.
 11. At least 30 minutes before commencing their use, all users of the Common Area shall check in and notify the shopping center management that they are ready to proceed with the scheduled activity.
 12. The User shall not obstruct the free flow of pedestrian or vehicular traffic.
 13. Shopping center management may in its sole discretion permit or not permit any person or organization to use the common area or require a User to leave the common area and the shopping center without any liability whatsoever for any damages, claims, losses, actions, suits arising from such removal.

Addendum Z
Harris County Public Health, as Applicant,
and SPG Houston Holdings, L.P., as Owner

This Addendum Z to the Application for Permit to Use Common Area by and between Harris County Public Health, as Applicant, and SPG Houston Holdings, L.P., as Owner, is attached to and made a part of the Application for Permit to Use Common Area (hereinafter referred to collectively as the "Application"). In the event of any conflict between the provisions of this Addendum Z and the Application, the terms and provisions of this Addendum Z shall govern.

1. Page 1, "General Release and Indemnity", is hereby deleted in its entirety and replaced with the following:

To the extent allowed by the Constitution and laws of the State of Texas, Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of an employee or agent of the shopping center owners, managers and tenants.

2. Page 2, "Rules and Regulations Governing the Use of the Shopping Center Common Area" Section D(5) is hereby deleted in its entirety and replaced with the following:

5. If the application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of the Shopping Center to the condition existing immediately prior to the commencement of the activity, the shopping center management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the shopping center management and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having limit of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate, naming the shopping center owner, manager and Simon Property Group, Inc. as additional insured. Applicant may self-insure any of the insurance requirements; however, Owner's acceptance does not release Applicant of any limits or coverages required herein.

OWNER

Houston Premium Outlets

SPG HOUSTON HOLDINGS, L.P., a

Texas limited partnership

By: SPG HOUSTON GENERAL,

LLC, a Delaware limited liability

company, its general partner

By: 

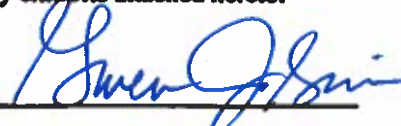
Title: General Manager
3.1.21 ✓

APPLICANT

Harris County Public Health

Applicant acknowledges and accepts the foregoing Application for Permit to Use

Common Area, subject to all of the Terms, Conditions, and Covenants set forth above and which may be contained on any exhibits attached hereto.

By: 

Title: Interim Executive Director

Harris County Judge

By: _____

Title: County Judge