



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

March 16, 2021

Commissioners Court
Harris County, Texas

RE: Job No. 190322

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description: Temporary Lodging to House Participants of the Buyout Program for the Harris County Community Services Department
Vendor(s): Sonder USA, Inc.
Amount: \$0 additional funds for the term 04/28/2020 - 04/27/2021
Reviewed By: • Harris County Purchasing • Community Services Department

The First Amendment removes all references to the Homeowners Assistance Program to the Agreement(s) with no increase in the total contract amount.

Sincerely,

DeWight Dopslauf
Purchasing Agent

NG
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 30, 2021

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS
COUNTY AND SONDER USA, INC.**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the "County") through its Community Services Department (the "Department") and Sonder USA, Inc. (the "Contractor"). The County and the Contractor are known individually as "Party" and collectively as "Parties".

Recitals

On May 6, 2020, the Parties executed an agreement (the "Master Agreement") with the County authorizing the application of CDBG-DR grant funds for the provision of temporary housing for those being temporarily removed from their homes pursuant to certain County programs, an eligible activity under the rules and regulations regarding CDBG Program Grant Funds (the "Services").

The Parties now desire to amend the Master Agreement to remove all references to the Homeowners Assistance Program.

Terms

I.

Section I(A) of the Master Agreement is hereby modified to read as follows:

"A) Contractor agrees to provide temporary lodging on behalf of the Department, as detailed herein and in the Request for Proposal ("RFP") Purchasing Job No. 19/0322, (the "Services"), attached hereto as Exhibit A and incorporated herein by reference. The Parties acknowledge that the Services requested herein are on an as-needed basis and there is no guaranty or minimum threshold of Services to be provided during the term. The Services are being provided to the County as a part of, and integrated with the Disaster Recovery Buyout Program."

II.

Any other references within the Master Agreement to the "Homeowners Assistance Program" or "HAP" are hereby similarly deleted and of no further force or effect.

III.

In the event of any conflict between the term and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

IV.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

V.

EXECUTION

Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

SONDER USA, INC.

DocuSigned by:
By: Clay Jackson
Name: Clay Jackson
Title: General Manager
Date: 3/12/2021

HARRIS COUNTY

By: _____
Name: Lina Hidalgo
Title: County Judge
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Randy Keenan
Randy Keenan
Assistant County Attorney
CA File No.: 21GEN0116

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Amendment

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 the following members present, to wit:

Lina 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, to-wit _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND SONDER USA, INC.**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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. R. Jack 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 amended order thus adopted follows:

IT IS ORDERED that the Executive Director of Harris County Community Services Department is hereby authorized to execute an Amendment to the Agreement between Harris County and Sonder USA, Inc. to remove all references to the Homeowners Assistance Program. The Amendment is incorporated herein as though fully set forth word for word.

The Executive Director of Harris County Community Services Department or his designee is authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purpose of this Order.