



BILL WHITE
MAYOR

OFFICE OF THE MAYOR
CITY OF HOUSTON
TEXAS

February 22, 2006

All via facsimile and email

Honorable Michael Jackson, Deputy Secretary
U.S. Department of Homeland Security
Washington, D.C. 20472

Honorable David Paulison, Acting Director
U.S. Department of Homeland Security
Federal Emergency Management Agency
Washington, D.C. 20472

Re: Agreement-in-Principle Between the City of Houston and FEMA

Gentlemen:

Attached please find the Agreement-in-Principle between the City of Houston and FEMA which I have signed today. The City looks forward to working with FEMA as we negotiate a more detailed contract.

Sincerely,

Bill White
Mayor

BW:lvv
Enclosure

cc: Dennis Lee *{dennis.lee1@dhs.gov; FAX: 832.778.7584}*
Federal Emergency Management Agency
2575 West Bellfort, Ste. 300
Houston, Texas 77054

Ann Travis, Mayor's Director for Governmental Affairs

Agreement-In-Principle Between the City of Houston and FEMA

The terms of agreement between the City of Houston and FEMA concerning the transitional shelter and provision of apartments and incremental security for qualified Katrina/Rita evacuees:

1. The City of Houston, through the Joint Houston Housing Task Force, from September 8, 2005 through December 30, 2005, undertook to identify apartments and entered into agreements with landlords for a period not to exceed twelve (12) months for the housing of evacuees from the Katrina/Rita disasters.
2. The City of Houston shall be paid by FEMA funds in an amount up to the amount of the HUD prevailing market leasing rates for low income housing for qualified units, as specified in the contracts with the landlords, for the term of the leases. The units are qualified or eligible based on criteria used by the Task Force, using the quality standards memorialized in the agreements with the landlords. This includes payment for cancellation fees for premature termination of rental agreements. Utilities included in the lease shall be paid. Utilities separately metered shall be reimbursed by FEMA through March 31, 2006 under the Public Assistance program. In completing the definitive agreement referenced in paragraph 10, FEMA agrees to work in good faith with the City of Houston to implement the utility payment flexibility provisions of the Administration's Emergency Supplemental request of February 16, 2006, if approved by the U.S. Congress.
3. FEMA shall honor existing tenant leases and landlord contracts, unless or as qualified elsewhere in this agreement-in-principle.
4. FEMA shall identify those tenants/evacuees currently in the Joint Houston Housing Task Force Program ("Program") who are not eligible for assistance based on 42 U.S.C. §5174. That procedure shall be streamlined and based on information provided by the tenant. FEMA will notify the City of any Program tenant who is ineligible for continued FEMA housing assistance. The City will notify and provide thirty days notice of lease termination to ineligible tenants and landlords. FEMA will refer all ineligible tenants to HUD and, as appropriate, other governmental or voluntary agencies.
5. Prior to April 1, 2006, FEMA shall pay the City of Houston for all reasonable and necessary expenses for the administration of the program, under the terms and provisions of the Public Assistance program, as qualified by Disaster Specific Guidance Number 2, dated September 9, 2005. Beginning on April 1, 2006, FEMA shall pay the City of Houston only for reasonable and necessary expenses related to the administration of lease coordination, and specified and defined by any subsequent contract executed by the City of Houston and FEMA for that purpose.
6. FEMA shall pay, under the terms and provisions of the Public Assistance Program, as qualified by Disaster Specific Guidance No. 2, dated September 9, 2005, for eligible furnishings purchased by the City prior March 15, 2006, for evacuees leased into apartments by or prior to February 7, 2006.

7. The City of Houston must obtain advance approval from FEMA for an activity or expenditure not eligible for payment under this agreement.

8. FEMA shall reimburse the City for Katrina/Rita-related eligible public safety expenditures through March 31, 2006, in accordance with Disaster Specific Guidance #2. FEMA will make a good faith effort to work with the City of Houston to identify additional federal assistance that may be available after March 31, 2006.

9. FEMA shall administer and process project worksheets in conformity with existing and published policy, with a goal of ensuring that funds are received by the City on a timely basis so that the City can make payments to its Program contractors according to its normal payment practices.

10. These principles shall be the basis of a more definitive agreement between the parties to be effective April 1, 2006.

AGREED:



R. David Paulison, Acting Director
Federal Emergency Management Agency
U.S. Department of Homeland Security

FEB 16 2006

Date: _____



Bill White, Mayor
City of Houston, Texas

Date: 2/22/06