

facilities to HCHA, with HCHA reimbursing the County for certain services, goods and additional expenses. The March 4, 2003 Interlocal Agreement was modified and extended on August 12, 2003 by the Commissioners Court for an additional twelve (12) month period ending August 31, 2004;

WHEREAS, On July 16, 2004, the County Commissioners Court approved an Interlocal Agreement between the County and HCHA that allowed the County to provide services and facilities to HCHA, with HCHA reimbursing the County for certain services, goods and additional expenses. The July 16, 2004 Interlocal Agreement was modified and extended for an additional twelve (12) month period, ending on August 31, 2005;

WHEREAS, the July 16, 2004 Interlocal Agreement further provided that the parties had an opportunity to extend their Agreement for an additional twelve (12) months. The County and HCHA desired to extend the Agreement for twelve (12) months. It was the intent of the Parties in the extension that the County suffer no loss or detriment as a result of the County offering personnel and other accommodations for HCHA's activities, and that HCHA reimburse the County for the County's full costs for supplying certain services, goods and additional expenses;

WHEREAS, on July 27, 2004, the County Commissioners Court authorized the continuation of a separate Interlocal Agreement, dated August 12, 2003, which directed "the County Auditor and the Department of Financial Services, to provide HCHA an accurate final accounting of any funds that the County holds that are the property of HCHA" and authorized the remittance of those funds to HCHA. The July 27, 2004 Interlocal Agreement was modified and extended by the Commissioners Court on August 23, 2005 for an additional twelve (12) month period, ending on August 31, 2006.

WHEREAS, on August 8, 2006, the August 23, 2005 Interlocal Agreement was modified and extended for an additional eighteen (18) month period, ending February 28, 2008.

WHEREAS, on February 19, 2008, the August 23, 2005 Interlocal Agreement was modified and extended for an additional twelve (12) month period, ending February 28, 2009.

WHEREAS, Harris County Commissioners Court finds that the rental of space to HCHA as provided herein supports a public purpose of Harris County and of HCHA.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Interlocal Agreement is approved and the County Judge of Harris County or the Director of the Harris County Community Services Department is authorized to execute an Interlocal Agreement between Harris County and the Housing Authority of Harris County. The Interlocal Agreement is attached hereto and made a part hereof for all purposes.

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This Interlocal Agreement, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (Vernon 2005), is by and between the Housing Authority of Harris County, sometimes known as the Harris County Housing Authority (hereinafter "HCHA"), a governmental entity under the Texas Local Government Code, Chapter 392 (Vernon 2005) (hereinafter "Chapter 392") and Harris County, Texas (hereinafter "County").

RECITALS:

1. On March 20, 1975, HCHA was created by Order of the County Commissioners Court. On March 29, 1994, HCHA was merged with the County's Community Development Agency. HCHA funding contracts were subsequently assumed by the County. On July 2, 2002, the Commissioners Court authorized the staffing of a reorganized, independent HCHA by County employees.
2. On March 4, 2003, the County Commissioners Court approved an Interlocal Agreement between the County and HCHA that allowed the County to provide services and facilities to HCHA, with HCHA reimbursing the County for certain services, goods and additional expenses. The March 4, 2003 Interlocal Agreement was modified and extended on August 12, 2003 by the Commissioners Court for an additional twelve (12) month period ending August 31, 2004.
3. On July 16, 2004, the County Commissioners Court approved an Interlocal Agreement between the County and HCHA that allowed the County to provide services and facilities to HCHA, with HCHA reimbursing the County for certain services, goods and additional expenses. The July 16, 2004 Interlocal Agreement was modified and extended for an additional twelve (12) month period, ending on August 31, 2005.
4. The July 16, 2004 Interlocal Agreement further provided that the Parties had an opportunity to extend their Agreement for an additional twelve (12) months. The County and HCHA desired to extend the Agreement for twelve (12) months. It was the intent of the Parties in the extension that the County suffer no loss or detriment as a result of the County offering personnel and other accommodations for HCHA's activities, and that HCHA reimburse the County for the County's full costs for supplying certain services, goods and additional expenses.
5. On July 27, 2004, the County Commissioners Court authorized the continuation of a separate Interlocal Agreement, dated August 12, 2003, which directed "the County Auditor and the Department of Financial Services, to provide HCHA an accurate final accounting of any funds that the County holds that are the property of HCHA" and

authorized the remittance of those funds to HCHA. The July 27, 2004 Interlocal Agreement was modified and extended by the Commissioners Court on August 23, 2005 for an additional twelve (12) month period, ending August 31, 2006.

6. The August 23, 2005 Interlocal Agreement was further modified and extended on August 8, 2006 for an additional eighteen (18) month period, ending on February 28, 2008.
7. The August 23, 2005 Interlocal Agreement was further modified and extended on February 19, 2008 for an additional twelve (12) month period, ending on February 28, 2009.
8. The County Commissioners Court finds that the rental of space to HCHA as provided herein supports a public purpose of the County and of HCHA.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

**I.
EXTENSION OF EXISTING CONTRACT, WITH CERTAIN CHANGES**

This Agreement extends a certain existing contract for a period of twelve (12) months, with certain modifications set forth in the terms and conditions set out below:

**II.
HCHA BOARD**

Pursuant to Section 392.051 of the Texas Local Government Code, the powers of HCHA are vested in its Board of Commissioners (hereinafter "Board"), and HCHA may delegate a power or duty to an agent or employee as it considers proper. (Vernon 2005). Pursuant to Section 392.038 of the Texas Local Government Code, the Board may employ a secretary, who shall serve as executive director, and may employ technical experts and other officers, agents, and employees, permanent or temporary, that HCHA considers necessary. HCHA shall determine the qualifications, duties and compensation of the persons employed. (Vernon 2005).

**III.
PERSONNEL**

- A. The parties agree on an initial Staffing Table Schedule, which is attached as Exhibit "A." Any addition or modification to the Staffing Table Schedule requires the prior approval of both governing bodies.
- B. Personnel identified in the Staffing Table Schedule (hereinafter may also be referred to as "Staff") will administer all aspects of the daily operations of HCHA. It is expressly understood and agreed that the individuals who fill such positions are HCHA employees but shall be subject to all policies, rules and regulations of the

County. HCHA shall reimburse the County for the time that the Staff spends on HCHA business, and shall not reimburse the County for such time spent on non-HCHA business. The parties agree that the County's "DTE Payroll Distribution System" shall be the system and method to determine reimbursement.

- C. The County will seek reimbursement from HCHA for all Staff personnel salaries and benefits. Within the first ten (10) days of each month, the Harris County Auditor shall prepare a statement and proper backup showing the actual Staff salary and benefits expenses incurred by the County for the staffing operation of HCHA during the previous calendar month. HCHA, acting through its Board, shall promptly pay the total due upon receipt of a correct and verified statement.
- D. The County will seek reimbursement from HCHA of other incurred staffing charges of other County personnel as may be applicable for the conduct of operations of HCHA. These incurred overhead charges include, by way of example, but not limited to, information systems and payroll services. Within the first ten (10) days of each month, the Harris County Auditor shall prepare a statement showing the incurred staffing overhead charges for the operation of HCHA during the previous calendar month. The County will report incurred overhead staffing charges using an accounting and/or auditing basis that is reasonably acceptable and reliable in government grant accounting practices and applications. HCHA, acting through its Board, shall promptly pay the total upon receipt of a correct and verified statement.
- E. Housing Authority Staff that supervise and conduct the daily operations of HCHA will follow County personnel rules and regulations.
- F. The County is not obligated to provide personnel and other incurred overhead charges in excess of the amount that HCHA agrees to reimburse and does reimburse. The County may terminate this Agreement by providing thirty (30) days notice if, in the County's judgment, reimbursement has been rejected, reduced, suspended or otherwise delayed by HCHA and/or the U.S. Department of Housing and Urban Development (HUD) in any manner; however, HCHA's obligation to reimburse the County shall survive termination.

IV. LEGAL SERVICES

In accordance with Section 392.040 of the Texas Local Government Code, HCHA shall retain its own counsel. It is understood that the Harris County Attorney's Office (hereinafter "HCAO") represents Harris County, Texas. (Vernon 2005). HCHA hereby states that any representation of HCHA by HCAO in the past shall not disqualify HCAO from the representation of HCHA or of the County. Furthermore, HCHA consents and agrees that HCAO is not disqualified from and is authorized to represent the County against HCHA in any matter, present or future. Future representation of the HCHA Board by HCAO does not constitute a waiver of any matters privileged prior to HCAO's representation of HCHA.

V.
INSURANCE

The County self-insures in worker's compensation matters. HCHA shall reimburse the County for expenses related to handling of a HCHA Staff worker's compensation claim.

Nothing herein shall prohibit, and HCHA is encouraged to obtain, worker's compensation insurance to cover the claims of HCHA Staff performing work for HCHA. In addition to overhead charges, in the event HCHA does not obtain worker's compensation insurance that sufficiently covers all worker's compensation-related losses and payouts for HCHA Staff, HCHA shall reimburse the County for worker's compensation-related losses and payouts the County incurs for HCHA Staff performing work for HCHA.

HCHA shall obtain and maintain, in effect, insurance on its vehicles as required by the motor vehicle insurance laws of the State of Texas.

VI.
SUBLEASE AGREEMENT

The County leases the location at 8410 Lantern Point Drive, Houston, Texas 77054, part of which is currently occupied by HCHA. Section 11.2 of the County's lease with Murworth II, LLC, allows the County the right to sublease without the written consent of Murworth II, LLC to any "Occupying Agency or any other political subdivision of the State." The County hereby subleases and sublets to HCHA, and HCHA rents and accepts from the County pursuant to the terms of this Agreement, the space shown in cross-hatch marks in the attached Exhibit "B" (hereinafter the "Premises") located at 8410 Lantern Point Drive (hereinafter the "Building"), Houston, Harris County, Texas. This lease covers no other part of the Building or grounds upon which the same is located, except the nonexclusive rights hereby granted by the County to HCHA, its agents, employees, invitees, guests, and customers to use its public corridors and similar common areas within the Building, and the original parking facilities of the Building not designated for the use of the County or other specified tenants of the Building.

HCHA shall pay ONE (\$1) DOLLAR per month as rent for the Premises, including utilities that have been provided by the County and telecommunications services. HCHA shall pay for any special modifications or alterations that it desires. HCHA shall obtain and maintain, in effect, insurance coverage as may be required by the County's landlord at 8410 Lantern Point Drive, Houston, Texas, 77054.

THE COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OCCASIONED BY THEFT, FIRE, ACT OF GOD, OR OTHER CAUSE OR FOR ANY DAMAGE OR INCONVENIENCE WHICH MAY ARISE THROUGH REPAIR OR ALTERATION OF ANY PART OF THE BUILDING, OR FAILURE TO MAKE ANY SUCH REPAIRS, OR FROM ANY CAUSE WHATEVER, EVEN IF CAUSED BY NEGLIGENCE OF OR ATTRIBUTABLE TO

THE COUNTY, AND HCHA SHALL ASSUME ANY SUCH LIABILITY AND HOLD HARMLESS THE COUNTY FROM SUCH.

**VII.
NOTICE**

Each party shall have the right from time to time and at any time to change its address by giving at least fifteen (15) days written notice of such change to the other party. All notices and communications for HCHA shall be mailed certified mail, return receipt requested, or delivered to the following address, until changed as herein provided:

Board of Commissioners
Housing Authority of Harris County
Attention: Executive Director
8410 Lantern Point Drive
Houston, Texas 77054

With copy to:

Winstead P.C.
Attention: Greg Erwin, Attorney at Law
1100 JPMorgan Chase Tower
600 Travis Street
Houston, Texas 77002

All notices and communications for the County shall be mailed certified mail, return receipt requested, or delivered to, the following address, until changed as herein provided:

County Judge of Harris County, Texas
1001 Preston Avenue, 9th Floor
Houston, Texas 77002

With copy to:

Harris County Attorney's Office
Attention: General Counsel Division
1019 Congress, 15th Floor
Houston, Texas 77002

**VIII.
TERM**

This Agreement commences on February 28, 2009 and will terminate on February 28, 2010. Unless terminated as herein provided, this Agreement may be extended in writing by the parties for an additional twelve (12) month period. Either the County or HCHA may terminate this Agreement upon thirty (30) days prior written notice to the other party hereto. In the event of

such termination, any reimbursements due pursuant to the terms of this Agreement shall be calculated based on activities performed prior to the date of termination. Obligations to reimburse a party under this Agreement shall survive termination.

**IX.
COMPLIANCE WITH LAW**

This Agreement and the obligations of the parties hereto are subject to all other applicable rules, regulations and laws of the United States and the State of Texas. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be found to be invalid or unenforceable, and the extent of the invalidity or unenforceability does not destroy or render ineffective the basis of the bargain between the parties hereto, the remainder of this Agreement and the application of the provision to the other person or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**X.
APPLICABLE LAW AND VENUE**

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any action shall be in Harris County, Texas. In the event of any suit or action arising out of or relating to this Agreement, the prevailing party in such proceedings shall be entitled to recover reasonable attorney fees and court costs.

**XI.
RULE OF CONSTRUCTION FOR THIS AGREEMENT**

Ordinary words have their ordinary meaning. If a term in this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it. Where a particular word has a recognized trade meaning, it shall, where possible, be given such meaning and effect, unless such construction increases the costs to the County of this Agreement.

**XII.
CAPTIONS**

The captions used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part thereof.

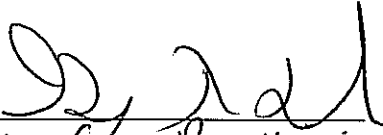
**XIII.
ENTIRE AGREEMENT**

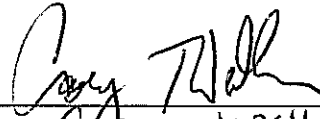
This instrument contains the entire Agreement between the parties relating to the rights granted and obligations assumed. Any modifications concerning this instrument shall be of no force and effect, excepting any subsequent modifications in writing signed by all parties hereto.

This Agreement has been executed, in duplicate counterparts with each having equal force and effect of an original, on behalf of the parties hereto.

ATTEST:

**HOUSING AUTHORITY OF
HARRIS COUNTY**


By: 
Name: Guy Rankin
Secretary of the Board, Housing Authority
of Harris County

By: 
Name: Casey Wallace
Chairman, Housing Authority of
Harris County

Date Signed: 3-18-09

APPROVED AS TO FORM:

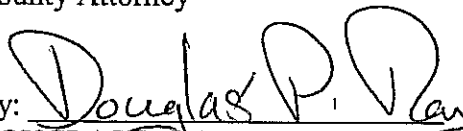
~~WINSTEAD P.C.~~

By: 
MICHAEL FLEMING
Legal Counsel to the Board

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By: 
DOUGLAS P. RAY
Assistant County Attorney


By: 
DAVID B. TURKEL
Director, Harris County
Community Services Department

Exhibit "A", Staffing Table Schedule

	<u>IFAS</u>	<u>County Title</u>	<u>Incumbent</u>	GL Key	JL Key	JL Obj
1	2892148001	CEO/Executive Director	Rankin IV, Guy Robert	10028944	A210000000	921B0000
2	2892099001	Chief Administrative Officer	Gunter, David W	10028944	A210000000	921B0000
3	2896118001	Executive Secretary	Alleman, Chantel	10028944	A210000000	921B0000
4	2896182001	Receptionist Community Service Officer	Salazar, Guadalupe	10028944	A210000000	921B0000
5	2896258002	VI	OPEN	10028944	A210000000	921B0000
6	2892344001	Chief Financial Officer	Guidry, Graylin P.	10028944	A210000000	921B0000
7	2892001004	Senior Accountant	Curry, Paul J.	10028944	A210000000	921B0000
8	2892001006	Accountant	Do, Chi Kim	10028944	A210000000	921B0000
9	2892001007	Accountant	OPEN	10028944	A210000000	921B0000
10	2892113001	Director of Development Tax Credit Compliance	Burns, Paula Burke	10028944	A210000000	921B0000
11	2892128001	Officer	OPEN Quijano, Melissa	10028944	A210000000	921B0000
12	2892148002	Director of HCV	Michelle Hinojosa, Anna	10028944	A210000000	921B0000
13	2892382001	HCV Supervisor	Mercedes	10028944	A210000000	921B0000
14	2892088025	Case Manager	Carrizales, Ana Delia	10028944	A210000000	921B0000
15	2892088026	Case Manager	OPEN	10028944	A210000000	921B0000
16	2892088027	Case Manager	Gardner, Lillian Faye	10028944	A210000000	921B0000
17	2892088028	Case Manager	Torres, Veronica	10028944	A210000000	921B0000
18	2892088029	Case Manager	Bobb itt, Joyce Marie DeGuerra, Bettina	10028944	A210000000	921B0000
19	2892088030	Case Manager	Suzanna Polanco, Carline	10028944	A210000000	921B0000
20	2892088031	Case Manager	Lamercie	10028944	A210000000	921B0000
21	2892088032	Case Manager	Shahid, Stacy Marie	10028944	A210000000	921B0000
22	2892088033	Case Manager	Escamilla, Katherine	10028944	A210000000	921B0000
23	2892594002	Quality Control Supervisor	Burroughs, Beverly	10028944	A210000000	921B0000
24	2893054001	Inspections Manager	Vega, Nereyda	10028944	A210000000	921B0000
25	2893055001	Inspector	Ebow, Darrell Wayne	10028944	A210000000	921B0000
26	2893055002	Inspector	Dave, Rohitkumar R	10028944	A210000000	921B0000
27	2893055003	Inspector	Luna, Manuel	10028944	A210000000	921B0000
28	2896304001	Relocation/Rent Specialist	Solis, Marilyn	10028944	A210000000	921B0000