

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A CONTRACT WITH THE HOUSING AUTHORITY OF ABILENE TO PROVIDE MANAGEMENT SERVICES FOR THE HOUSING PROGRAMS OF THE AUTHORITY.

WHEREAS, the Housing Authority of the City of Abilene wishes to retain the services of the City of Abilene to manage and administer the programs of said Authority;

WHEREAS, the City of Abilene has qualified personnel and sufficient support resources to administer the affairs of the Authority and is willing to accept such responsibility;

WHEREAS, it is in the best interests of the mutual clientele of the City of Abilene and the Housing Authority for the parties to establish and maintain an harmonious contractual relationship in order to advance the housing and neighborhood objectives of the other; and

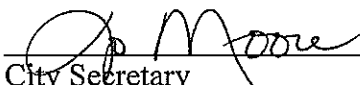
WHEREAS, the Housing Authority, working closely with staff from the City of Abilene, has approved an amended contract to better accomplish the above purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, that:

1. The City Council of the City of Abilene hereby approves the amended contract with the Housing Authority, attached hereto as Exhibit "A."
2. The City Council expresses its appreciation to the Commissioners of the Housing Authority for their service to the community and reaffirms its commitment to work together with the Authority to ensure an adequate supply of safe, decent and affordable housing in the City of Abilene.

ADOPTED this 12 day of November, 2001.

ATTEST:




City Secretary



Mayor

APPROVED:



City Attorney

EXHIBIT "A"

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TAYLOR X

THIS AGREEMENT, effective the 1st day of October, 2001, by and between the **City of Abilene**, a municipal corporation, situated in Taylor and Jones Counties, Texas, acting by and through its City Manager, (hereinafter referred to as "City"), and the **Housing Authority of Abilene**, (hereinafter referred to as "Authority" or "Board"), acting by and through its Chairman and in accordance with the laws of the State of Texas:

Whereas, pursuant to the Texas Local Government Code, Chapter 392, Housing Authorities Law, the legislature determined that there is a shortage of safe or sanitary housing at rents that persons of low income can afford, that these housing conditions are responsible for an increase in and spread of disease and crime, are a menace to the health, safety, morals, and welfare of the residents of the state and that the solution can not be relieved by private enterprises but by local, not for profit housing authorities.

Whereas, under Texas Local Government Code §392.011(a), a housing authority was created in each municipality in the state

Whereas, under Texas Local Government Code §392.011(c), a municipal housing authority may not transact business or exercise its powers until the governing body of the municipality declares by resolution that there is a need for the authority.

Whereas, the City of Abilene declared by resolution that there exists a need for a local housing authority in the City of Abilene and on January 11, 1968, the Housing Authority of the City of Abilene was created.

WITNESSETH:

I. PURPOSE

It is the express purpose of this contract to have the City implement, administer, and carry out the duties that an executive director would have in administering housing programs and to manage and administer such programs of the Authority. It is expressly understood by the City and Authority that the Authority reserves and retains the right to hear all appeals of any issues which may arise under this contract.

The City Manager or designee is hereby expressly given the right and power by the Authority to sign all applications and documents as necessary that a Director would sign in administering housing programs.

It is expressly understood that the Authority retains the right to pursue other avenues for managing its housing programs when it is determined to be in the best interests of the Authority to do so, and this Agreement shall not limit the Authority's right to pursue such interests.

II. DUTIES AND RESPONSIBILITIES OF THE CITY

The City agrees to:

1. Administer the Authority's housing and housing related programs as directed by the Authority and/or the City Manager and provide such administrative and program support and legal services to the Authority as necessary to accomplish the purposes set forth herein. For purposes of this contract, the City Manager shall appoint a qualified individual to serve as the Executive Director of the Authority.
2. Negotiate all contracts on behalf of the Board with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, as directed by the Authority and as authorized by the Board.
3. Administer and monitor, on the Authority's behalf, all contracts as authorized by the Board.
4. Prepare a budget for the forthcoming year based upon the goals and objectives of the Authority. Said budget shall be subject to review and approval by the Authority. The budget shall be prepared in accordance with HUD guidelines and such other budgetary policies that the Authority may establish in consultation with the City's Finance Department.
5. Provide all personnel necessary for the operation of the Authority's programs. The City shall be responsible for the hiring, evaluation, and/or termination of personnel, who shall be City of Abilene employees and subject to all personnel policies thereof. Prior to taking final action on the appointment, termination, or annual performance evaluation of the Executive Director, the City shall advise and consult with the Board on such matters, provided that any decision to appoint, retain or terminate the Executive Director shall rest exclusively with the City Manager.
6. Coordinate its Community Development programs with the Authority's housing programs to maximize the service and benefits to mutual clientele of both the City and the Authority.
7. Maintain and make available for inspection, audit or reproduction by any authorized representative of HUD or the U.S. Comptroller General, books, documents and other evidence pertaining to the cost and expenses of this contract (hereinafter called the "Records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, material, equipment, supplies and services and other costs and expenses

of whatever nature for which reimbursement is claimed under the provisions of this contract.

8. Maintain records after final payment on any programs under this contract for such time as the Authority or HUD may require.
9. The City Attorney shall be legal advisor of, and attorney for, the Authority and its Board and committee members. Such legal services shall include representation in litigation and legal proceedings, and review of documents, contracts and legal instruments as to form and legality, but shall exclude any litigation in reference to eviction of tenants. The Authority hereby authorizes the City to settle any claim or action on its behalf up to and including \$25,000. Authority retains the right to hire outside counsel of its own choice at its own expense.
10. Carry out such other responsibilities/duties that may be mutually agreed upon in writing by the Authority and the City.

III. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

The Authority agrees to:

1. Establish, in advance of the City's budget cycle, budget goals, objectives and priorities for the forthcoming year with respect to the housing programs of the City and submit the same to the City for development of the annual budget. In accordance with HUD requirements, the Authority shall approve, in its sole discretion, budgets for the public housing operations and related activities under its control.
2. Pay to the City, to defray the costs to the City of performing services pursuant to this Agreement, a fee equal to the actual costs incurred by the City and as billed on a regular basis and as approved by HUD.
3. Grant authority to the City to disburse funds and incur expenses on behalf of the Authority within the approved budget and designate authorized signatories of the Authority.
4. Provide input on performance reviews of the Executive Director from time to time, and when deemed necessary, recommend the removal of said Director subject to the provisions of paragraph II(5).
5. Coordinate its programs with the City's Community Development Department to maximize the service and benefits to mutual clientele of both the City and the Authority.

IV. TERMINATION

This contract may be terminated by the Authority or the City, in whole, or from time to time, in part, upon good cause shown and whenever such termination is in the best interest of the Authority or the City. Termination will be effective sixty (60) days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and that the contract shall be terminated sixty (60) days after receipt by the notified party.

V. OFFICIALS NOT TO BENEFIT

No public official of the governing body of the City or the Authority who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to any contract which affects his personal interests, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof.

VI. MINORITY AND SMALL BUSINESSES

The City will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of this contract.

VII. EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this contract, the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The City will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. The City agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provision of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

VIII. VENUE

Venue for any cause of action arising under this contract shall be in Taylor County, Texas. This contract shall be construed fairly and not more for or against either party.

IX. AGREEMENT

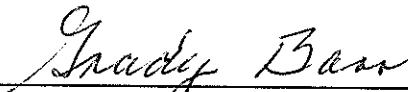
This Agreement shall constitute the sole agreement between the City and the Authority relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

WITNESS our hands to this AGREEMENT this _____ day of _____, 20__.

**HOUSING AUTHORITY OF THE
CITY OF ABILENE, TEXAS**
555 Walnut
Abilene, TX 79601

CITY OF ABILENE, TEXAS
P.O. Box 60
Abilene, TX 79604

Earl Williams, Chairman



Grady Barr, Mayor

ATTEST:


ATTEST:

Authority Secretary



Jo Moore, City Secretary

Approved as to form:



Megan R. Santos
City Attorney