



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: December 10, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on request to approve memorandum of understanding for contract administrative services for a Tenant Based Rental Assistance Reservation System Participation Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

MEMORANDUM OF UNDERSTANDING FOR CONTRACT ADMINISTRATIVE SERVICES FOR
A TENANT BASED RENTAL ASSISTANCE RSP PROGRAM BETWEEN TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION,

This Memorandum of Understanding ("MOU") is entered into by the following parties:

Travis County, a political subdivision of the State of Texas ("County"),
and

Travis County Housing Finance Corporation, a public non-profit corporation incorporated under
the TEX. LOC. GOV'T CODE ANN., ch. 394 ("Corporation").

RECITALS

Corporation requires contract direct services in order to implement its Tenant Based Rental Assistance Reservation Systems Participant (TBRA RSP) grant agreement # 2012-0093 ("Grant") secured from the Texas Department of Housing and Community Affairs ("TDHCA"). County has the authority to provide those services pursuant to TEX. GOV'T. CODE, Section 81.027, and other statutes, and will provide the direct services for the Corporation.

AGREEMENT

In consideration of the mutual promises and covenants in this MOU, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this MOU,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Boards of Directors of the Travis County Housing Finance Corporation.

2.0 MOU PERIOD

2.1 This MOU is effective July 3, 2013, when signed by both parties and shall continue in effect until the TBRA RSP grant period terminates on July 2, 2015 unless earlier terminated by either party. If additional TBRA RSP grant funds are secured, the term of this MOU shall be extended for the length of any additional grant period authorized by TDHCA, unless either party objects to the extension. Board will provide County with notice of any such extension.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the term of this MOU, County, through Family Support Services, a division of Travis County Health and Human Services & Veterans Service (TCHHSVS), shall provide the following services for the Corporation:

3.1.01 Provide Family Support Services as described in the Corporation's grant contract with TDHCA to those persons who have been accepted into the TBRA RSP Program;

3.1.02 Receive new applications from Travis County, Texas residents in need of tenant

based rental assistance;

3.1.03 Qualify new applicants in compliance with the rules and regulation of the TBRA RSP contract between the Corporation and the TDHCA;

3.1.04 Provide necessary personnel to effectively implement the TBRA RSP program.

3.2 County shall perform all services and activities under this MOU in a professional, prompt and efficient manner, at a standard acceptable for similar services in Travis County.

3.3 County and Corporation shall conform to all laws, regulations and ordinances applicable to the performance of this MOU.

3.4 As the primary applicant and recipient of TBRA RSP funding, the Corporation shall regularly update County staff of necessary grant obligations, procedures, regulations, and updates. The Corporation shall provide County staff the appropriate training and other grant-related information sessions. Additionally, the Corporation will be responsible for updating the Office of the County Auditor on the total TBRA RSP direct project funds expensed on a monthly basis. The Corporation shall provide County with a copy of the grant and any amendments or changes to the grant throughout the term of this MOU.

4.0 CORPORATION REIMBURSEMENT FOR COSTS OF PROGRAM COORDINATION

4.1 Corporation shall provide funding to County for administrative costs incurred under this MOU in an amount not to exceed the percentage of the total amount of TBRA RSP direct project funds set forth in the Grant. However, if administrative funds are reduced, the funding will be reduced to the amount allowed by the grant. The funding may be used for costs of staff and overhead costs directly related to carrying out the project, including the cost of furniture and equipment to be used by these staff positions. Staff funded through this MOU will be responsible for submitting grant activities for approval through the TDHCA contract system, and the Corporation shall remain responsible for the fiscal management and accounts payable.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this MOU, any change to the terms of this MOU or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this MOU or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this MOU or any attachment to it to the Travis County Judge with a copy to Sherri Fleming, County Executive, TCHHSVS.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this MOU without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this MOU without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this MOU, in whole or in part, at any time before the date of termination specified in Section 2.1 of this MOU if Corporation fails to comply with any term or condition of this MOU.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this MOU and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the MOU to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this Section 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this MOU relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained in this MOU.

11.0 NOTICES

11.1 Any notice required or permitted to be given under this MOU by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

11.2 The address of County for all purposes under this MOU shall be:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail with return receipt is not required):

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

Sherri Fleming
County Executive, TCHHSVS
P. O. Box 1728
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this MOU and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successor in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail with return receipt is not required):

Andrea Shields (or her successor)
Manager
700 Lavaca, Suite 1560
Austin, Texas 78701

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITION

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Samuel T. Biscoe
President

Date: _____