



The Office of Vince Ryan
County Attorney

April 28, 2014

Harris County Housing Authority
8933 Interchange Drive
Houston, TX 77054-2507
Attention: Tom McCasland

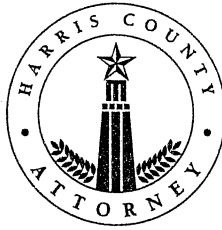
RE: Renewal Agreement between Harris County and Harris County Housing
Authority for the County Attorney to provide legal services to the Authority

Dear Mr. McCasland:

Enclosed please find a signed copy of the above renewal agreement. If you have any
questions, please contact Douglas Ray at 713.274.5163.

Sincerely,
Bridget Johnson, Legal Assistant
Office of Vince Ryan
Harris County Attorney
1019 Congress, 15th Floor
Houston, TX 77002
Phone: 713-274-5111
Email: bridget.johnson@cao.hctx.net

11.6.1



The Office of Vince Ryan
County Attorney

April 14, 2014

Members of the Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002

Vote of the Court:			
	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14 APR 14 PM 3:37

Re: Renewal agreement between Harris County and Harris County
Housing Authority for the County Attorney to provide legal services
to the Authority

Dear Members of the Court,

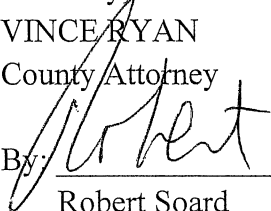
This is to request that the following topic be placed on the Commissioners Court agenda
for April 22, 2014 under the County Attorney portion of the agenda:

Request to authorize agreement between Harris County and Harris County
Housing Authority for the County Attorney to provide legal services to the
Authority

This is a renewal of an existing agreement with the Housing Authority.

Thank you for your consideration of this request.

Sincerely,
VINCE RYAN
County Attorney

By: 
Robert Soard
First Assistant County Attorney

US-005 letter 103 Azmt
Co Atty- copy letter 203 Azmb
Ard-copy

Presented to Commissioner's Court

APR 22 2014

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Rec'd 303 Azmb

AGREEMENT

(Legal Services for the Harris County Housing Authority--Monetary Claims Litigation & General Counsel Services)

1. PARTIES

- 1.1 Parties. The Parties to this Agreement are **Harris County** (HARRIS COUNTY), on behalf of Office of Harris County Attorney (THE COUNTY ATTORNEY), and **Harris County Housing Authority** (THE AUTHORITY), a special purpose government under the laws of the State of Texas, acting by and through an order and resolution of the County Commissioners Court adopted on March 20, 1975, and pursuant to TLGC Ch 392 and TGC Ch 791.

2. PURPOSE

- 2.1 Description. Pursuant to section 392.040(b) of the Texas Local Government Code, THE AUTHORITY desires to use the legal services of THE COUNTY ATTORNEY in potential civil litigation as a plaintiff to recover money paid out and in general counsel services. THE COUNTY ATTORNEY is able and willing to provide these legal services in accordance with this Agreement.

3. THE COUNTY ATTORNEY'S REPRESENTATIONS

- 3.1 Applicable Expertise. THE COUNTY ATTORNEY and the person executing this Agreement on behalf of THE COUNTY ATTORNEY certify and represent that THE COUNTY ATTORNEY (including THE COUNTY ATTORNEY's agents, employees, volunteers, and subcontractors as applicable) possess(es) the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement with no disruption of service delivery.

4. SCOPE OF SERVICES

- 4.1 Specific Work, products, services, licenses and/or deliverables. THE COUNTY ATTORNEY shall furnish the work, products, services, licenses and/or deliverables as outlined in **Attachment A**, which is attached and incorporated in this Agreement.

5. REQUIREMENTS

- 5.1 Independent Contractor. THE AUTHORITY expects THE COUNTY ATTORNEY to meet the high standards set forth in this Agreement and looks to THE COUNTY ATTORNEY for results only. Unless otherwise required by law or regulation, THE AUTHORITY shall not direct the methods used to obtain those results and THE COUNTY ATTORNEY shall perform the services as an independent contractor under the sole supervision, management, direction, and control of THE COUNTY ATTORNEY. As an independent contractor, THE COUNTY ATTORNEY will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable pursuant to this Agreement, but THE COUNTY ATTORNEY shall be solely responsible for the manner in which THE COUNTY ATTORNEY will perform the services under this Agreement. THE COUNTY ATTORNEY is not obligated to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling the obligations under this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. The personnel and staff of THE COUNTY ATTORNEY are independent contractors or employees of HARRIS COUNTY and are not for any purposes considered employees or agents of THE AUTHORITY. THE COUNTY ATTORNEY assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and THE COUNTY ATTORNEY shall remain solely responsible for the supervision, daily direction and control, payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.

- 5.2 Applicable Laws. Each Party shall comply (and assure compliance by Each Party's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change, and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective.
- 5.3 Public Integrity. Public officers are prohibited from financially benefiting directly or indirectly in the performance of this Agreement. THE COUNTY ATTORNEY shall not knowingly permit members or employees of THE AUTHORITY or other public officials connected with (who exercise any function or responsibility in the review or approval of the undertaking or carrying out of) this Agreement to participate in any decision relating to this Agreement that affects their personal or pecuniary interest. THE COUNTY ATTORNEY shall not induce, by any means, any person employed in the completion of work under this Agreement to give up any part of the compensation to which he or she is entitled. Further, THE COUNTY ATTORNEY shall not at any time accept or receive any form of payment, fee, compensation, or benefit, including referral or finder's fees, goods, or services offered by any third party, for a recommendation or referral of a THE AUTHORITY client to a third party (such as a health care provider).
- 5.4 Direct Conflicts. In any matter THE COUNTY ATTORNEY determines to be adverse to another statutorily authorized client, different assistant county attorneys (than those representing THE AUTHORITY) will be assigned to represent the other clients.
- 5.5 Nondisclosure and Confidentiality of Information. To the extent permitted by law, THE COUNTY ATTORNEY must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill THE COUNTY ATTORNEY's obligations under this Agreement, THE COUNTY ATTORNEY may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. THE COUNTY ATTORNEY and the person executing this Agreement on behalf of THE COUNTY ATTORNEY acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to THE COUNTY ATTORNEY for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of THE AUTHORITY and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, THE COUNTY ATTORNEY must (1) not access any information without express written authorization of THE AUTHORITY; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate THE AUTHORITY officials; (4) except to the extent required by law, necessary for the performance of this Agreement, or necessary for Medicaid or other insurance billing, not release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever (including any information relating to a client or the client's family who has been provided services pursuant to this Agreement) to outside parties without the express written consent of THE AUTHORITY; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information except to those who need to know such information and are obligated to maintain its confidentiality, including THE COUNTY ATTORNEY's partners, principals, representatives or employees as *necessary*

to fulfill obligations under this Agreement; (7) notify THE AUTHORITY immediately of all requests for confidential information; and (8) immediately report to THE AUTHORITY all unauthorized disclosures or uses of confidential information.

6. AMOUNT AND BASIS FOR PAYMENT

- 6.1. Funding. THE AUTHORITY has initially appropriated and encumbered the total maximum sum of **\$40,000.00** to discharge all liabilities that THE AUTHORITY may incur arising out of this Agreement.
- 6.2. Specific Amount of and Basis for Payment. For and in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, THE AUTHORITY shall pay HARRIS COUNTY in accordance with the fee schedule listed in this Agreement, **including in Attachment A**.
- 6.3. Discretion of Elected Official. It is further understood and agreed that this Agreement does not legally obligate an elected official to assign the elected official's employees to devote any portion of their working time to accomplish the objectives of this Agreement. However, if any elected official fails to allocate the resources contemplated in this Agreement, HARRIS COUNTY shall have no liability whatsoever to THE AUTHORITY other than to refund a prorated portion of the money pre-paid by THE AUTHORITY to HARRIS COUNTY pursuant to this Agreement for the contemplated services or deliverables that were not provided. Therefore, the sole remedy of THE AUTHORITY for an elected official's failure to allocate the resources contemplated in this Agreement shall be to terminate the Agreement without cause, stop paying for any future services, and receive a prorated portion of the money pre-paid by THE AUTHORITY to HARRIS COUNTY pursuant to this Agreement for the contemplated services or deliverables that were not provided.

7. TERM OF THE AGREEMENT

- 7.1 Time Period. The time period for performance (term) of this Agreement shall start January 1, 2014 and end December 31, 2014. Any work, products, services, licenses and/or deliverables provided outside the term of this Agreement shall not be considered to be under this Agreement.

8. TERMINATION PROVISIONS

- 8.1 Termination for Breaches. If either party refuses or fails to perform any of its obligations in this Agreement, the other party shall give written notice of the failure. If the party fails or refuses to cure the failure of any obligation in the notice within 30 days after notice is given, the other party may terminate this Agreement immediately. THE COUNTY ATTORNEY is authorized to give notice for HARRIS COUNTY. **SUSPENSION OF AGREEMENT**: THE COUNTY ATTORNEY may suspend this Agreement immediately by including a notice of suspension in the 30 day notice referenced above. THE COUNTY ATTORNEY is authorized to suspend on behalf of HARRIS COUNTY. As soon as the notice of suspension is received (or if there was no notice of suspension, upon the termination's effective date), THE COUNTY ATTORNEY shall discontinue all services and any subcontracts in connection with the performance of this Agreement.
- 8.2 Termination Without Cause. At any time prior to the expiration of this Agreement, HARRIS COUNTY may terminate this Agreement without cause by giving 30 days written notice to the other parties, specifying the effective date of such termination. THE COUNTY ATTORNEY is authorized to give notice for HARRIS COUNTY. Upon the termination's effective date, THE COUNTY ATTORNEY shall discontinue all services and any subcontracts in connection with the performance of this Agreement.

9. IMMUNITY

- 9.1 No Waiver of Governmental Immunity. Neither Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

10. MISCELLANEOUS

- 10.1 Notices to THE AUTHORITY. Any notice (or **billing invoice**) required or permitted to be given by HARRIS COUNTY or THE COUNTY ATTORNEY to THE AUTHORITY may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Tom McCasland
Harris County Housing Authority
8933 INTERCHANGE DR
HOUSTON TX 77054-2507
Fax: 713-669-4594
Email: Tom.McCasland@hchatexas.org

- 10.2 Notices to HARRIS COUNTY. Any notice required or permitted to be given by THE AUTHORITY to HARRIS COUNTY may be given by hand delivery, facsimile, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

First Assistant County Attorney
Office of Harris County Attorney
1019 CONGRESS ST FL 15
Houston TX 77002-1799
Fax: 713-755-1553

WITH A COPY OF THE NOTICE TO:

The Harris County Auditor
1001 Preston St Ste 800
Houston TX 77002
auditor@co.harris.tx.us

- 10.3 Receipt of Notice. Such notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 10.4 Change of Address. Either party may change its address for notice by giving the other party 30 days prior written Notice specifying the new address.
- 10.5 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, **this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature.** This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 10.6 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the party's governing body to execute this Agreement on behalf of the party.

HARRIS COUNTY

By: Ed Emmett APR 22 2014
Ed Emmett (date)
County Judge

HARRIS COUNTY HOUSING AUTHORITY

By: Tom McCasland 4/21/14
Tom McCasland (date)
Chief Executive Officer

APPROVED BY:

Robert Soard
Robert Soard (date)
First Assistant County Attorney
Office of Harris County Attorney

This Agreement shall be of no force or effect until approved in writing by the First Assistant County Attorney.

Attachment A

SCOPE OF SERVICES

HARRIS COUNTY agrees to authorize THE COUNTY ATTORNEY to hire and/or assign an appropriate number of Assistant County Attorneys and other staff who will devote an appropriate percentage of their working time necessary to do the following:

THE COUNTY ATTORNEY will provide representation and legal advice/counsel regarding expenditures made by the AUTHORITY and possible contracts related thereto in order to determine whether services that were to be provided for such expenditures an/or contracts were properly rendered. THE COUNTY ATTORNEY will provide advice/counsel regarding whether to seek reimbursement for any amount paid under such expenditures and/or contracts.

The COUNTY ATTORNEY further shall provide civil litigation and collection services including, but not be limited to, court appearances, telephone conferences, travel, investigative work, legal research, review of material received from all sources, drafting of pleadings and incidental correspondence, making and responding to discovery requests, participation in settlement conferences, and other necessary preparation deemed appropriate by THE AUTHORITY and THE COUNTY ATTORNEY.

The COUNTY ATTORNEY shall provide general counsel services, including attending board meetings and providing day-to-day advice to THE AUTHORITY through its Executive Director.

CONSIDERATION FOR SERVICES

Legal Services:

For and in consideration of the services provided under this Agreement and, subject to the limitations in this Agreement, THE AUTHORITY shall pay HARRIS COUNTY an hourly rate as follows.

\$150.00 per hour for attorney's time with at least ten (10) years of licensed experience, or

\$100.00 per hour for attorney's time with less than ten (10) years of licensed experience, and

\$50 per hour for each paralegal's time.

Time shall be billed in 0.10 hour increments rounded UP to the nearest .10 hour increment, regardless of the actual time spent.

Litigation Expenses:

THE AUTHORITY shall pay HARRIS COUNTY the actual and reasonable litigation expenses incurred on litigation on behalf of THE AUTHORITY, and THE AUTHORITY agrees to reimburse HARRIS COUNTY for litigation expenses that were not directly by THE AUTHORITY. The following categories are examples of litigation expenses: expert fees; mediation fees; costs to serve defendants with process/citation; attorney ad litem fees for defendants served by publication; court costs; deposition costs; postage. Any single expense in excess of \$1,000 must be approved by the designee of THE AUTHORITY. THE AUTHORITY agrees to allocate at least the sum of \$25,000 annually for litigation expenses.

THE COUNTY ATTORNEY will submit to THE AUTHORITY an itemized invoice for services and litigation expenses incurred, and THE AUTHORITY shall review and pay the amount due no later than 31 days from receipt before 10:00 a.m. at the office of the County Treasurer, 1001 Preston Avenue, Suite 652, Houston, Texas 77002, and may be delivered to the Treasurer by any means acceptable to the Harris County Treasurer.

HARRIS COUNTY and THE AUTHORITY agree and acknowledge that the contractual payments contemplated by this Agreement are reasonable and fairly and adequately compensate HARRIS COUNTY in general and THE COUNTY ATTORNEY in particular for the services to be performed under this Agreement.

Any other payment provisions notwithstanding, the obligations in the Agreement are contingent upon sufficient funds being allocated and available by THE AUTHORITY to pay HARRIS COUNTY and on THE COUNTY ATTORNEY's having in his discretion (or HARRIS COUNTY's creating) a sufficient number of funded positions to meet the obligations in this Agreement.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on APR 22 2014, with the following members present:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: None, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE AGREEMENT BETWEEN
HARRIS COUNTY AND
HARRIS COUNTY HOUSING AUTHORITY
FOR LEGAL SERVICES FOR THE HARRIS COUNTY HOUSING AUTHORITY--
MONETARY CLAIMS LITIGATION & GENERAL COUNSEL SERVICES**

Commissioner he introduced an order and moved that Commissioners Court adopt the order. Commissioner MORMAN 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 Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to execute the attached Agreement between Harris County and **Harris County Housing Authority for Legal Services for the Harris County Housing Authority--Monetary Claims Litigation and General Counsel Services**. The attached Agreement may be executed with an electronic or facsimile signature. The Office of Harris County Attorney is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioner's Court

APR 22 2014

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