

AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN
GONZALES HOUSING AUTHORITY
AND
KENEDY HOUSING AUTHORITY

This Employment Agreement is made by and between Gonzales Housing Authority (hereinafter “GHA”) and Kenedy Housing Authority (hereinafter “KHA”).

1. Purpose of Agreement. GHA Shall employ Kenedy Housing Authority, as the Executive Director of GHA for the term and on the conditions set forth in this Agreement.
2. Term of Agreement. The term of this Agreement Shall be for a period of one (1) year, commencing March 1, 2021 and ending February 28, 2022. Subsequent extensions are expected to be three years in duration.
3. Compensation. For and in consideration of the performance of services under this Agreement, KHA Shall allocate all salary, laobr and shared expenses by unit or bedroom count allocation. A determination shall be made based on the best financial decision for GHA. The GHA Board of Commissioners Shall have the right to audit, examine, or reproduce any or all books and records of KHA related to the performance of its duties under this Agreement at any reasonable time. In the event of the termination of this Agreement, GHA Shall be responsible for paying KHA only the portion of the cost allocated to periods prior to the effective date of termination.
4. Duties; Responsibilities. KHA Shall serve as the Executive Director of GHA, which position Shall at a minimum include all responsibilities and necessary obligations set forth in
 - (A) state, federal and local laws, ordinances, codes and regulations;
 - (B) the Bylaws and Policies of GHA and;
 - (C) the Annual Contributions Contract between GHA and the U.S. Department of Housing and Urban Development (HUD).

KHA Shall provide all management, administrative, operational, resident and owner relations, and bookkeeping services to GHA according to the terms of this Agreement. KHA Shall be charged with the responsibility of carrying out GHA’s operations and programs as approved by the GHA Board of Commissioners. Direct services which KHA Shall perform for GHA pursuant to the Agreement Shall include, but not limited to the following:

- a. Plan and direct all activities of GHA, internal as well as programmatic, subject to the bylaws of GHA, the Annual Contributions Contract, the Board approved budget and all applicable laws and regulations and concurrence of the GHA Board of Commissioners;
- b. Administer personnel and other administrative policies and rules and regulations adopted by the Board of Commissioners, within the limits of the approved budget;
- c. Prepare operating budget for approval by the GHA Board of Commissioners and the U.S. Department of Housing and Urban Development, prepare recommended revisions to the approved budget when necessary, and manage the finances of GHA (in accordance with the approved budget) subject to review and approval by the Board of Commissioners;
- d. Prepare written monthly reports including but not limited to financial, facilities, personnel, occupancy, claims and litigation, compliance with HUD requirements, pending contracts and projects, procurement contracts, and follow up with reports as requested by the Board of Commissioners;
- e. Perform all necessary obligations for Section 8, HUD and Public Housing;
- f. Maintain proper relations with the general public and state, local and federal agencies, and represent GHA in contacts with the general public, trade associations, the media, and city, county, state and federal officials;
- g. Record and maintain minutes of meetings of the GHA Board of Commissioners, and, if so designated by the Board, serve as contracting entity on designated matters;
- h. Manage internal recordkeeping, reporting and operations, and prepare notices of the Board meetings and reports to the GHA Commissioners in advance of Board meetings and Board resolutions;
- i. Supervise and be responsible for all GHA management, maintenance, development and construction programs;
- j. Maintain and/or engage necessary staff, accountants, attorneys, consultants and other professionals as needed by GHA, designated and agreed upon by the GHA Board of Commissioners;
- k. Supervise all other employees within the established operating personnel policies of GHA;

1. Submit recommendations to the Board of Commissioners for new policies or changes to existing policies.

- m. Maintain workers compensation coverage through KHA.

KHA's services under this Agreement are subject to the oversight and direction of the GHA Board of Commissioners. KHA Shall procure GHA Board approval for all contracts entered into in the name of GHA and such contracts Shall not be binding upon GHA unless executed by designated officers of GHA. In performing its duties under this Agreement, KHA Shall act for the benefit of GHA and not of any individual participant in any GHA project.

5. KHA Shall perform all responsibilities and duties of the Executive Director position to the best of its ability. In addition to the express authority provided to the Executive Director under this Agreement or appertaining law or policy, the Executive Director Shall have implied authority necessary and appropriate to carry out the duties and responsibilities of the Executive Director position.
6. KHA Shall carry out all duties in such manner that it is in the best interest of GHA, its employees and its residents, and it understood and agreed by the parties that KHA, as Executive Manager, owes a fiduciary duty to GHA. If KHA believes, in its own judgement, that any instructions or communication from any Board member is in conflict with this duty, KHA Shall immediately report the conflict to all GHA Board members without fear of recriminations or reprimand and the Board Shall provide direction to KHA regarding such instruction or communication.
7. All current full time GHA employees (with the exception of the current Executive Director) Shall become employees of KHA at their current salary and will receive comparable benefits (insurance, retirement, holiday and overtime pay, vacation) they currently enjoy. KHA Shall charge GHA by unit or bedroom allocation for these costs.
8. KHA Shall record monthly charges for employees, management fees, and allocated costs for jointly owned or jointly Shared items such as QuickBooks and provide specific line items for these direct costs. GHA Shall pay such direct costs.
9. Joint checks Shall be signed by KHA and any GHA Board member. The Executive Director Shall have procurement authority as provided in the GHA Procurement Policies and/or in the GHA By-Laws. The GHA Board Shall authorize the GHA Board Chair to act on the Board's behalf concerning emergency repairs or replacements.

10. Work hours; schedule. GHA is aware that KHA is employed to manage several of Texas public housing authorities. KHA Shall devote all necessary productive time, ability and attention to the business and affairs of GHA during GHA's normal workday for the term of this Agreement.
11. Cristi LaJeunesse. As Executive Director of KHA, Cristi LaJeunesse agrees to the following:
- a. Attend monthly GHA Board of Commissioners meetings and other special meetings as necessary, in person or virtually as is directed;
 - b. Approach GHA Board of Commissioners with new ideas for programs, policies and operations;
 - c. Maintain current certifications and pay for any and all professional development.
 - d. Timely update the GHA Board of Commissioners regarding HUD directives, policy changes, reports to HUD, HUD investigations of GHA, and other HUD action of a significant nature.
 - e. Maintain all GHA financial records and reports up-to-date and readily available for GHA Board review.
12. Insurance. GHA Shall maintain Directors and Officers (errors and omissions) insurance coverage at its cost. GHA Shall maintain general liability property and automobile insurance coverage at its cost.
13. Professional Development. The cost of professional development and/or membership in professional trade associations Shall be allocated among all public housing authorities that the KHA manages in proportion to the number of public housing units that KHA manages (*for public housing professional development*) or according to the number of housing choice vouchers that KHA administers (*for housing choice vouchers professional development*).
14. Mediation. In case of any dispute arising under this Agreement which cannot be settled by reasonable discussion, the Parties Shall first engage the services of a professional mediator agreed upon by the Parties and attempt in good faith to resolve the dispute through confidential non-binding mediation. Each Party Shall bear one-half (1/2) of the mediator's fees and expenses and Shall pay all of its own attorneys' fees and expenses related to the mediation. The Parties Shall mediate the dispute(s) within 30 days of a request.
15. Termination by GHA. GHA may terminate this Agreement by providing at least sixty days' notice in writing to the Board of Commissioners of KHA. Such notice Shall be sent by email or registered or certified mail, return receipt requested.

GHA may have the option to terminate this Agreement during the term of this Agreement if Cristi LaJeunesse is no longer employed by KHA, or if Cristi LaJeunesse is found guilty of or admits to a crime of moral turpitude, malfeasance, or misfeasance, and willful violation of any law or regulation (other than misdemeanor traffic violations or similar offenses).

16. Termination by KHA. KHA may terminate this Agreement by providing at least sixty days' notice in writing to the Board of Commissioners of GHA. Such notice Shall be sent by email or registered or certified mail, return receipt requested. KHA Shall provide all necessary and reasonable assistance to the GHA during the said sixty-day transition period and Shall be available for compensated services thereafter under a mutually agreed upon consulting agreement.
17. Governing Law. This Agreement Shall be construed in accordance with the applicable law of the State of Texas.
18. Entire Agreement. This Agreement supersedes any and all other agreements and understandings of employment either written or oral between GHA and KHA. This document contains the entire Agreement and understandings of the Parties regarding employment by GHA and may be changed only by mutual agreement in writing signed by the Parties hereto or the successors and assigns of GHA.
19. Litigation; Attorney's Fees and Costs. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party Shall be entitled to reasonable reimbursement for attorney's fees, court cost and other necessary disbursements in addition to any other entitled relief. Venue Shall be proper in Bexar County, Texas.
20. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remaining provisions, Shall nevertheless, continue in full force without being impaired or invalidated in any way.
21. Survivability of Agreement. This Agreement Shall inure to and be binding upon the successors and assigns of GHA including specifically any subsequent appointment to the Board of Commissioners and any entity organized to perform functions now performed by GHA or any organizations in which GHA may be merged.
22. This Agreement may be executed in counterparts, each of which Shall constitute an original and all of which Shall constitute one and the same Agreement.

IN WITNESS THEREOF, and in consideration of the mutual agreements, understandings and covenants set out above, the Parties have set their hand and seal to this Agreement, this ____ day of February, 2021 and have executed duplicate originals, each of which Shall constitute an original copy.

This Agreement Shall be effective as of the date of the last signatory to the Agreement.

GONZALES HOUSING AUTHORITY

By: _____

Darren Schauer
Chair, Board of Commissioners

Date: _____, 2021

KENEDY HOUSING AUTHORITY

By: _____

Barbara Shaw
Chair, Board of Commissioners

Date: _____, 2021

Draft for Board Review