

**INTERLOCAL AGREEMENT BETWEEN**  
**TOWN OF ANTHONY AND**  
**ANTHONY HOUSING AUTHORITY**

This Interlocal Agreement (this "Agreement") is made between the TOWN OF ANTHONY, TEXAS ("Town") and ANTHONY HOUSING AUTHORITY ("Housing Authority") as of this 8<sup>th</sup> day of July 2019.

**1.     Recitals.**

**WHEREAS**, the Town maintains a public works department with staff employees that provide public works services for the Town; and

**WHEREAS**, the Town has procured the services of independent contractors to provide essential services to the Town related to human resources (HR), information technology (IT), and legal services; and

**WHEREAS**, the Town and Housing Authority agree that the Housing Authority may cooperatively procure, through the Town's prior procurement compliance with state procurement laws, the services of independent contractors to provide essential services to the Housing Authority related to human resources (HR), information technology (IT), and legal services; and

**WHEREAS**, the Housing Authority and Town are authorized to enter into an interlocal agreement pursuant to Section 791.001, et seq. Texas Government Code; and

**WHEREAS**, the arrangements provided through this Agreement will afford efficiency and cost savings to the Housing Authority and Town and will benefit their respective tenants, residents and taxpayers;

**NOW THEREFORE**, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree as follows:

**2.     Public Works Services.** The Town hereby agrees to extend public works services to the Housing Authority. The Town shall make available its public works staff employees to provide services to the Housing Authority provided the availability of public works staff does not interfere with, jeopardize or detrimentally impact Town operations as determined by the Town in its sole discretion. With regard to the availability of the Town's public works staff, the Housing Authority expressly agrees that the Town's operations take priority over those of the Housing Authority. The Town shall bill the Housing Authority based on the amount of time expended by its public works staff on Housing Authority operations using the Town's standard hourly rates (including overtime) for its public works staff employees and add the cost for materials and supplies expended plus a ten percent (10%) administrative fee on the total amount. The Town shall prepare a detailed invoice and deliver it to the Housing Authority. The Housing Authority shall make payment of the invoice within thirty (30) days. Five percent (5%) interest will accrue on any outstanding balance after thirty (30) days.



3. **Cooperative Procurement.** The Town and Housing Authority hereby agree to a cooperative procurement for the services of independent contractors in the fields of human resources (HR), information technology (IT), and legal services. The Housing Authority, by virtue of the Town's prior procurement compliance with state procurement laws, is authorized to enter into independent contractor agreements with the Town's providers of services in the fields of human resources (HR), information technology (IT) and legal services. The Housing Authority shall be solely responsible for payment of services provided to the Housing Authority by independent contractors under any and all independent contractor agreements entered into by the Housing Authority with independent contractors in the fields of human resources (HR), information technology (IT) and legal services by, through or under this cooperative procurement interlocal agreement. The Town shall have no responsibility or liability under any independent contractor agreements entered into by the Housing Authority with independent contractors by, through or under this cooperative procurement interlocal agreement. The Housing Authority, in addition to the above, shall be responsible for compliance with its own procurement policy and any state and federal procurement laws.

4. **Payments From Current Revenues.** Pursuant to Government Code Section 791.011(d)(3) of the Interlocal Cooperation Act, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

5. **Term.** The initial term of this Interlocal Agreement shall be one (1) year commencing on July 8, 2019 and concluding on July 7, 2020 and shall continue on a year to year basis thereafter unless either party terminates this Agreement in writing by giving thirty (30) days written notice to the other party.

6. **Liability.** This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. The Housing Authority and the Town shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees.

7. **Governmental Immunity.** The Housing Authority and the Town reserve and do not waive their respective rights of governmental immunity from litigation and liability, and do not waive their rights under the Texas Torts Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

8. **Miscellaneous.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supercedes all prior agreements or understandings, whether written or oral.

**B. Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the following addresses:

Housing Authority: 1007 Franklin St.  
P.O. Box 1710  
Anthony, Texas 79821  
Attn: Board Chairman

Town: 401 Wildcat  
P.O. Box 1269  
Anthony, Texas 79821  
Attn: Mayor

**C. Compliance with Law and Regulations.** The parties agree to comply with all applicable local, state and federal laws, ordinances, regulations and orders.

**D. Governing Law.** This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be enforceable in El Paso County, Texas.

**E. Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

**SIGNED AND APPROVED** as of the date shown above.

**TOWN:**

TOWN OF ANTHONY, TEXAS

BY:   
BENJAMIN ROMERO, Mayor

ATTEST:

  
NORMA GONZALEZ  
TOWN CLERK

**HOUSING AUTHORITY:**

ANTHONY HOUSING AUTHORITY

BY: \_\_\_\_\_  
**LUIS ALVARADO, Board Chairman**

ATTEST:

\_\_\_\_\_  
**ROBERT MURILLO**  
**VICE CHAIRMAN**