

# Texas Department of Housing and Community Affairs Manufactured Housing Board Meeting August 13, 2021

Ronnie Richards, Chair

Jason R. Denny, Member

Joe Gonzalez, Member

Sylvia L. Guzman, Member

Keith C. Thompson, Member

# Texas Department of Housing and Community Affairs Manufactured Housing Board Meeting August 13, 2021

# ROLL CALL

	Present	<u>Absent</u>
Ronnie Richards, Chair		
Jason R. Denny, Member		
Joe Gonzalez, Member		
Sylvia L. Guzman, Member		
Keith C. Thompson, Member		
Number Present		
Number Absent		
	, Presiding Officer	

# MANUFACTURED HOUSING BOARD MEETING TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS August 13, 2021 12:00 p.m.

# **Meeting Location:**

Due to Governor Greg Abbott's March 13, 2020 proclamation of a state of disaster affecting all counties in Texas due to the Coronavirus (COVID-19) and the Governor's March 16, 2020 suspension of certain provisions of the Texas Open Meetings Act, The Manufactured Housing Division's Board meeting will be held by videoconference call and telephone conference call, as authorized under Texas Government Code section 551.127 and 551.125, respectively.

An electronic copy of the agenda and meeting materials are now available at <a href="http://www.tdhca.state.tx.us/mh/board.htm">http://www.tdhca.state.tx.us/mh/board.htm</a> under "Upcoming Meetings." A recording of the meeting will be available after the meeting at: <a href="http://www.tdhca.state.tx.us/mh/board.htm">http://www.tdhca.state.tx.us/mh/board.htm</a> in Historical Board Books.

In order to engage in two-way communication during the meeting, persons must first register (at no cost) to attend the webinar via the link provided. Anyone who calls into the meeting without registering online will not be able to ask questions or provide comments, but the meeting will still be audible. A recording of the meeting will be made available to the public as soon as possible following the meeting.

# Manufactured Housing Governing Board Webinar registration:

# https://attendee.gotowebinar.com/register/6780223531710415632

Dial-in number: +1 (631) 992-3221, access code 701-227-097 (persons who use the dial-in number and access code without registering online will only be able to hear the Board meeting and will not be able to ask questions or provide comments). Note, this meeting will be proceeding as a videoconference under Tex. Gov't Code §551.127, as modified by waiver.

For public participants, please use the "Questions Box" in the GoToWebinar dashboard to add written comments or to request to speak, to ask a question, or make a comment during the meeting. You may also email Sharon Choate at <a href="mailto:sharon.choate@tdhca.state.tx.us">sharon.choate@tdhca.state.tx.us</a> prior to the day of the meeting if you would like to provide public comment during the meeting. When the Board reaches the public comment item, the Chair will recognize you by name and give you an opportunity to speak.

If the GoToWebinar terminates prior to adjournment of the meeting (i.e. if the webinar session "crashes") the meeting will be recessed. A new link to the meeting will be posted immediately on the TDHCA Manufactured Housing Board meetings web page

(http://www.tdhca.state.tx.us/mh/board.htm) along with the time the meeting will resume. The time indicated to resume the meeting will be within six hours of the interruption of the webinar. Please note that in this contingency, the original meeting link will no longer function, and only the new link (posted on the TDHCA Manufactured Housing Board meetings web page) will work to return to the meeting.

The Board will meet at the above-stated time to consider and take appropriate action on the items listed below.

#### AGENDA

CALL	TO ORDER, ROLL CALL	Chair					
CERT	IFICATION OF QUORUM	Chair					
	Board of the Manufactured Housing Division of the Texas Department of Housing and Community Affairs (TD to consider and possibly act upon:	HCA) will					
ΑΟΤΙΟ	DN ITEMS						
Item	1. Consideration and action to approve the minutes of the board meeting on April 16, 2021.	Chair					
Item	2. Presentation, discussion and action to approve the FY 2022 Operating Budget. Kass	u Asfaw					
ltem	Item 3. Presentation, discussion and action to approve the execution of amendment to the Kassu Administrative Services Agreement for FY 2022 between the Manufactured Housing Division and TDHCA.						
REPO	URT ITEMS						
	executive Director's Report to include issues relating to operations, budget and performance of the Manufactur Housing Division.	ed m Hicks					
PUBL	IC COMMENT	Chair					
EXEC	UTIVE SESSION	Chair					
	: The Board may go into executive session (close its meeting to the public) on any agenda item if approp prized by the Open Meetings Act, Texas Government Code, Chapter 551.	riate and					
(a)	If necessary, the Board will go into executive session to discuss Personnel Matters pursuant to Sec. 551.07 Government Code.	74, Texas					
(b)	(b) If necessary, the Board will go into executive session for Consultation with Attorney pursuant to Sec. 551.071, Texas Government Code.						

RECONVENE

Reconvene in public session and take action on any matters coming out of Executive Session.

#### ADJOURN

Chair

Chair

To access this agenda or request information, please visit our website at <u>www.tdhca.state.tx.us</u> or contact Sharon Choate, TDHCA/MHD, 1106 Clayton Lane, Suite 270W, Austin, Texas 78723, 512-475-2206, <u>sharon.choate@tdhca.state.tx.us</u>.

Individuals who require auxiliary aids, services or translators for this meeting should contact Sharon Choate, at 512-475-2206 or Relay Texas at 1-800-735-2989 at least two days before the meeting so that appropriate arrangements can be made.

# MINUTES OF THE REGULAR MEETING OF THE MANUFACTURED HOUSING BOARD

On Friday, April 16, 2021, at 11:09am, there was a regular meeting of the Manufactured Housing Board (the "Board") held virtually through GoToWebinar from Austin, Texas. Ronnie Richards presided. Jason Denny, Joe Gonzalez, Sylvia Guzman and Keith Thompson constituting a quorum, attended. The following Manufactured Housing Division (the "MHD") staff attended: Jim Hicks, Amy Morehouse, Denise Perales and Sharon Choate.

Ronnie Richards called the roll and confirmed the presence of a quorum.

Ronnie Richards asked for a motion to approve the minutes from the board meeting on October 9, 2020. Upon motion of Keith Thompson and duly seconded by Sylvia Guzman, the motion was unanimously approved.

Jim Hicks delivered the Executive Director's Report.

At 11:43am the Board went into an Executive Session pursuant to Government Code 551.074 to discuss personnel matters relating to the executive director's position.

At approximately 12:03pm the Board reconvened and took no action in the Executive Session.

Keith Thompson made a motion to appoint Jim Hicks as the Executive Director of the Manufactured Housing Division with a salary increase of 8% and duly seconded by Joe Gonzalez, the appointment was unanimously approved.

The next board meeting will be determined at a later date.

There being no further business to come before the board, the meeting was adjourned at 12:10pm.

Sharon Choate, Secretary

Approved:

Ronnie Richards, Presiding Chair

#### Texas Department of Housing and Community Affairs Historical Budget Analysis Manufactured Housing Division For FY 2022

## Action Item No. 2

#### DRAFT

DRAFI					
Categories	FY 22 Budget (a)	FY 21 Budget (b)	Variance (a-b)	Percentage Change	
Salaries and Wages	4,135,135	4,135,135	0	0%	
Payroll Related Costs	861,900	861,900	0	0%	
Travel In-State	300,000	300,000	0	0%	
Travel Out of State	0	0	0	0%	
Home Owner Consumer Claims (Rider # 12)	300,000	300,000	0	0%	
Professional Fees	132,240	42,000	90,240	215%	
Materials and Supplies	170,000	119,862	50,138	42%	
Repairs/Maintenance	160,000	140,000	20,000	14%	
Printing and Reproduction	30,000	30,000	0	0%	
Rental/Lease (Building and Copy Machine)	202,500	176,400	26,100	15%	
Membership Dues	1,100	1,100	0	0%	
Staff Development	43,400	33,400	10,000	30%	
Texas Online	19,120	19,120	0	0%	
Employee Tuition	1,000	1,000	0	0%	
Advertising	1,000	1,000	0	0%	
Freight/Mail Delivery	30,000	20,000	10,000	50%	
Temporary Help	60,000	60,000	0	0%	
Furniture/Equipment	100,000	80,000	20,000	25%	
Communications/Utilities	73,240	80,000	-6,760	-8%	
Capital Outlay - Computers/Server	0	30,675	-30,675	-100%	
State Office of Risk Management	10,000	10,000	0	0%	
Subtotal	6,630,635	6,441,592	189,043	3%	
Indirect Support	512,127	512,127	0	0%	
Total Manufactured Housing *	7,142,762 \$	6,953,719 \$	189,043	3%	
FTE's	64	64	-	0%	
Method of Finance:					
General Revenue	19,120	19,120	0	0%	
Appropriated Receipts	6,901,642	6,634,599	267,043	4%	
Federal Funds	222,000	300,000	-78,000	-26%	
Total Method of Finance	\$ 7,142,762 \$	6,953,719 \$	189,043	3%	

#### \* NOTE: Breakdown of the Total Budget:

1. \$ 5,768,735 - Total Direct Strategies Appropriations to MHD

2. \$ 861,900 - Payroll related costs - an indirect appropriation, which is a state-wide allocation by the Comptroller; it's included here for assessment or information purpose.

3. \$ 512,127 - Administrative Support costs - an indirect appropriation, which is the service contract fees with the TDHCA; it's included here for assessment or information purpose. **\$7,142,762** 

#### Texas Department of Housing and Community Affairs Manufactured Housing Division Operating Budget Allocation to Direct Strategies For FY 2022

Description	Expenditures	E.1.1. SO & Licensing	E.1.2. Inspections	E.1.3. Enforcement	E.1.4. Texas Online	Total Budget
Salaries and Wages	\$ 4,135,13	5 1,447,297	1,405,946	1,281,892	\$	4,135,135
Payroll Related Costs	861,9	301,665	293,046	267,189	-	861,900
Travel In-State	300,0	00 11,000	284,000	5,000	-	300,000
Travel Out of State		0 0			-	0
Home Owner Consumer Claims (Rider # 12)	300,0	0 00	0	300,000	-	300,000
Professional Fees	132,2	40 46,284	44,962	40,994	-	132,240
Materials and Supplies	170,0	0 59,500	57,800	52,700	-	170,000
Repairs/Maintenance	160,0	56,000	54,400	49,600	-	160,000
Printing and Reproduction	30,0	00 10,500	10,200	9,300	-	30,000
Rental/Lease (Building and Copy Machine)	202,5	0 156,179	26,239	20,082	-	202,500
Membership Dues	1,1	00 420	390	290	-	1,100
Staff Development	43,4	00 15,190	14,756	13,454	-	43,400
Texas Online	19,1	20 0	0	0	19,120	19,120
Employee Tuition	1,0	360	330	310	-	1,000
Advertising	1,0	00 700	150	150	-	1,000
Freight/Mail Delivery	30,0	00 10,500	10,200	9,300	-	30,000
Temporary Help	60,0	21,000	20,400	18,600	-	60,000
Furniture/Equipment	100,0	35,000	34,000	31,000	-	100,000
Communications/Utilities	73,2	40 25,634	24,902	22,704	-	73,240
Capital Outlay - Computers/Server		0 0	0	0	-	0
State Office of Risk Management	10,0	3,700	3,400	2,900	-	10,000
	6,630,6	35 \$ 2,200,929	\$ 2,285,121	\$ 2,125,465	\$ 19,120 \$	

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19.6

15.4

FTE's

Method of Finance:		General Revenue	Appropriated Receipts	Federal Funds	Total
Strategy One	 2,200,929	0	2,200,929	0	2,200,929
Strategy Two	2,285,121	0	2,137,121	148,000	2,285,121
Strategy Three	2,125,465	0	2,051,465	74,000	2,125,465
Strategy Four	19,120	19,120	0	0	19,120
	\$ 6,630,635 \$	19,120	\$ 6,389,515	\$ 222,000	6,630,635
Indirect Support:		F.1.1.	F.1.2.	F.1.3.	Total
Financial Administration	 179,075	179,075			179,075
Information Resource Technologies	174,506		174,506		174,506
Operating Support	158,546			158,546	158,546
	\$ 512,127 \$	5 179,075	\$ 174,506	\$ 158,546 \$	512,127
Method of Finance:					
Appropriated Receipts	\$ 512,127 \$	<b>179,075</b>	\$ 174,506	\$ 158,546 \$	512,127

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**Budget Allocation to Direct Strategies** 

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#### Manufactured Housing Division Revenue Summary and Projections For FY 2022 -2021

	FY 2022 Projected	FY 2021 Act/Est	Variance	Porcontago
FEE TYPE	(C)	(d)	(c-d)	Percentage Change
Training	142,190	142,190	-	0%
Ownership - Titles	3,883,858	3,883,858	-	0%
Licenses	950,000	890,000	60,000	7%
Inspections	1,745,548	1,745,548	-	0%
Admin. Penalties	15,000	20,539	(5,539)	<b>-27%</b>
Public Information	-	-		0%
Reimbursement - Claims	5,000	-	5,000	<b>#DIV/0!</b>
Returned Check Charge	-	-	-	0%
-	6,741,596	6,682,135	59,461	1%
Federal Fund	785,000	785,000	-	0%
Total	\$ 7,526,596	\$ 7,467,135	\$ 59,461	1%

\* Note: The assumptions for FY 2022 revenues use the actual/estimates for FY 2021 and modified historical trends.

#### Texas Department of Housing and Community Affairs Manufactured Housing Division Budget and Expense Status September 1, 2020- August 31, 2021 For FY 2021

Budget Categories	Annual Budget (a)	Act/Est.	*1 YTD . Expenses o - Aug (b)	Remaining Budget As of August (a-b)	Remaining Budget Not Used %
Salaries and Wages	\$ 4,135,135	\$	4,019,496	115,639	3%
Payroll Related Costs	861,900		858,000	3,900	0%
Travel In-State	300,000		275,675	24,325	8%
Travel Out of State	0		0	0	0%
Home Owner Consumer Claims (Rider # 12)	300,000		5,000	295,000	98%
Professional Fees	42,000		40,000	2,000	5%
Materials and Supplies	119,862		104,262	15,600	13%
Repairs/Maintenance	140,000		128,400	11,600	8%
Printing and Reproduction	30,000		601	29,399	98%
Rental/Lease	176,400		174,545	1,855	1%
Membership Dues	1,100		0	1,100	100%
Staff Development	33,400		0	33,400	100%
Texas Online	19,120		18,672	448	2%
Employee Tuition	1,000		0	1,000	100%
Advertising	1,000		0	1,000	100%
Freight/Mail Delivery	20,000		18,000	2,000	10%
Temporary Help	60,000		5,520	54,480	91%
Furniture/Equipment	80,000		37,787	42,213	53%
Communications/Utilities	80,000		74,696	5,304	7%
Capital Outlay	30,675		30,000	675	0%
State Office of Risk Management	10,000		9,112	888	9%
Subtotal	 6,441,592		5,799,767	641,825	10%
Indirect Support	512,127		494,033	18,094	4%
Total Manufactured Housing	\$ 6,953,719	\$	6,293,799	659,920	9%

\*1 YTD expenses column represents actual expenditures from September to June, and projected expenditures for the month of July - August.

#### Exhibit A

## Manufactured Housing Administrative Support Schedule For Fiscal Year 2022

Support:	FTE's	Salaries	Payroll Related Costs	Total
Executive Office	0.10	\$ 11,653	\$ 2,680	\$ 14,333
Internal Audit	0.40	26,740	6,150	32,890
Policy and Public Affairs	0.22	18,436	4,240	22,676
Human Resources	0.40	24,410	5,614	30,024
Purchasing and Facilities Management	0.90	47,659	10,962	58,621
Information Systems	2.08	141,875	32,631	174,506
Financial Administration:				-
Director, Financial Administration	0.10	10,175	2,340	12,515
Payroll	0.20	12,982	2,986	15,968
Accounting Manager	0.15	14,245	3,276	17,521
Travel	0.50	26,702	6,141	32,843
Payables	0.45	26,329	6,056	32,385
Program Accountant	1.00	55,158	12,686	67,844
Total Support, Manufactured Housing	6.50	\$ 416,364	\$ 95,762	\$ 512,127

# Action Item No. 3

# TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND MANUFACTURED HOUSING DIVISION'S ADMINISTRATIVE SERVICES AND COST REIMBURSEMENT AGREEMENT

This Administrative Services and Cost Reimbursement Agreement ("Agreement") is made effective as of September 1, **2021** by and between the **Texas Department of Housing and Community Affairs,** a public and official department of the State of Texas ("TDHCA"), and the **Manufactured Housing Division** of TDHCA.

#### **RECITALS:**

WHEREAS, Subchapter AA, Sections 2306.6001 through 2306.6023 of the Texas Government Code, requires:

- (1) that beginning on September 1, 2001, TDHCA began to administer and enforce the Texas Manufactured Housing Standards Act (Chapter 1201 of the Texas Occupations Code) through the Manufactured Housing Division ("MH Division");
- (2) that the MH Division be governed by a five member board that is to be an independent entity within TDHCA, administratively attached to TDHCA, and not an advisory board to TDHCA ("MH Board");
- (3) that the MH Board and the division director of the MH Division are to exercise authority and responsibilities assigned to them under the Texas Manufactured Housing Standards Act (Chapter 1201 of the Texas Occupations Code); and
- (4) that the MH Board shall develop a budget for the operations of the department relating to the MH Division and shall reduce administrative costs by entering into an agreement with TDHCA to enable the sharing of department personnel, equipment, and facilities.

**NOW THEREFORE**, TDHCA has agreed to provide for indirect and direct administrative services as hereinafter provided for a monthly administrative fee described herein to be paid by the MH Division to TDHCA. The parties, TDHCA and the MH Division, agree as follows: Administrative Services and Cost Reimbursement Agreement Page 2 of 9

#### 1. ADMINISTRATIVE SERVICES AND REIMBURSEMENT OF OPERATING COSTS

#### 1.1 <u>Scope of Services</u>

During the term of this Agreement, TDHCA shall continue to provide for the budgeted costs and expenses set out on the annual operating budget for the MH Division attached as Exhibit "A" in the manner contemplated by the annual operating budget for TDHCA and to account for all such actual payments and receipts. These services, will include, but not be limited to, administrative support services from TDHCA's Executive Office; Internal Audit; Policy and Public Affairs; Human Resources; Purchasing and Facilities Management; Information Systems; and Financial Administration (collectively the "Services").

#### 2. <u>TERM</u>

#### 2.1 <u>Term</u>

This Agreement shall be effective September 1, **2021** and shall continue in full force and effect until August 31, **2022**, unless sooner terminated pursuant to Section 4.1 of this Agreement.

#### 3. ADMINISTRATIVE SERVICES FEES AND COST REIMBURSEMENTS

#### 3.1 <u>Reimbursement to TDHCA for Operating Costs</u>

TDHCA shall be reimbursed by the MH Division for all operating costs incurred by TDHCA on their behalf out of budgeted receipts attributable to the MH Division as set out on Exhibit "A".

#### 3.2 Payments to TDHCA for Services

As compensation for the Services performed by TDHCA personnel pursuant to this Agreement, TDHCA shall be paid \$42,677.25 monthly by the MH Division (or a total annual amount not to exceed \$512,127.00) for each month during the term of this Agreement.

#### 4. TERMINATION OF AGREEMENT

#### 4.1 <u>Early Termination</u>

Either party and, the duly constituted MH Board contemplated by Chapter 2306 once appointed,

may terminate this Agreement prior to the August 31, **2022** term provided in Section 2.1 upon 30 days' written notice to the other party. Administrative fees due for Services provided up to and including the date of such early termination shall be prorated and shall be payable in full to TDHCA upon such early termination. If this Agreement is terminated by the MH Board, TDHCA agrees to take all actions necessary to deliver to the MH Board possession or control of all books, records, and property of the MH Division in TDHCA's possession in an orderly manner and without interruption of the MH Division's business.

#### 5. FORCE MAJEURE

#### 5.1 Force Majeure

In the event that performance by a party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, or flood, or by the occurrence of any other event beyond the control of such party, such party shall be excused from such performance during the period of time when the interruption occurred and for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

#### 6. MISCELLANEOUS

#### 6.1 <u>Notices</u>

All notices, requests, demands and other communications under this Agreement shall be deemed to be duly given if delivered or sent in accordance with this Section 6.1 and all of its subsections; and if addressed as follows:

## If to TDHCA to:

Texas Department of Housing and Community Affairs 221 E. 11<sup>th</sup> Street, Third Floor Austin, Texas 78701 ATTENTION: Bobby Wilkinson, TDHCA Executive Director Bobby.Wilkinson@tdhca.state.tx.us FAX: (512) 469-9606

#### If to the Manufactured Housing Division to:

Manufactured Housing Division 1106 Clayton LN. Twin Towers, Suite 270W Austin, Texas 78723 ATTENTION: Jim Hicks, MH Division, Executive Director James.Hicks@tdhca.state.tx.us FAX: (512) 475-0495

or to such other address or to the attention of such other person as the recipient party has specified in accordance with this Section 6.1 by prior written notice to the sending party. Every notice required or contemplated by this Agreement to be given, delivered or sent by any party may be delivered in person or may be sent by courier, facsimile, e-mail, first class mail, or certified mail (or its equivalent under the laws of the country where mailed), addressed to the party for whom it is intended, at the address specified in this Agreement. Any party may change its address for notice by giving notice to the other parties of the change. Any written notice will be effective no later than the date actually received. Unless otherwise provided in this Agreement, notice by courier, express mail, certified mail, or registered mail will be effective on the date it is officially recorded as delivered by return receipt or equivalent and in the absence of such record of delivery it will be presumed to have been delivered on the fifth business day after it was deposited, first-class postage prepaid, in the United States first class mail. Notice not given in writing will be effective only if acknowledged in writing by a duly authorized officer of the party to whom it was given. Administrative Services and Cost Reimbursement Agreement Page 5 of 9

#### 6.2 <u>Entire Agreement</u>

This Agreement contains the entire agreement of the parties with respect to the matters covered by its terms. Any written or oral representations, promises, agreements or understandings concerning the subject matter of this Agreement that is not contained in this Agreement shall be of no force or effect. No change, modification or waiver of any of the terms of this Agreement shall be binding unless reduced to writing and signed by authorized representatives of both parties.

#### 6.3 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and the legal representatives, successors in interest and assigns, respectively, of each such party. Notwithstanding the preceding sentence, this Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party.

#### 6.4 <u>Governing Law</u>

This Agreement shall be construed under and governed in all respects, including without limitation, issues of validity, interpretation, performance and enforcement, by the laws, and not the conflicts of law, of the State of Texas.

#### 6.5 <u>No Waiver</u>

The failure of any party hereto at any time to require performance of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

#### 6.6 <u>Partial Invalidity</u>

If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then:

- (A) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected;
- (B) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling;
- (C) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and
- (D) if the ruling, and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

#### 6.7 <u>Time</u>

Time is of the essence under this Agreement. If the last day permitted for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday, or legal holiday in the State of Texas, the time for such performance shall be extended to the next succeeding business day that is not a legal holiday.

#### 6.8 Jurisdiction and Venue

Suit to enforce this Agreement or any provision thereof will be brought exclusively in the state or federal courts located in Austin, Travis County, Texas.

Administrative Services and Cost Reimbursement Agreement Page 7 of 9

#### 6.9 <u>Section Headings</u>

The article and section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement. Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Schedules and Exhibits); understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his name; and agrees on behalf of such party that such party will be bound by those terms.

**IN WITNESS WHEREOF**, the parties have signed this Agreement to be effective as of September 1, **2021**.

#### TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: Bobby Wilkinson Executive Director

MANUFACTURED HOUSING DIVISION

By: \_\_\_\_\_\_ Jim R. Hicks Executive Director Administrative Services and Cost Reimbursement Agreement Page 8 of 9

MEMBERS OF THE TEXAS MANUFACTURED HOUSING BOARD:

Ronnie Richards, Chair

Sylvia L. Guzman, Member

Joe Gonzalez, Member

Keith C. Thompson, Member

Jason R. Denny, Member

#### Administrative Services Agreement and Cost Reimbursement Agreement

# Exhibit A

# Manufactured Housing Administrative Support Schedule Fiscal Year 2022

		Payroll				
	FTEs	Salaries	<b>Related Costs</b>	Total		
Support:						
Executive Office	0.10	\$ 11,653	\$ 2,680	\$ 14,334		
Internal Audit	0.40	26,740	6,150	32,890		
Policy and Public Affairs	0.22	18,436	4,240	22,676		
Human Resources	0.40	24,410	5,614	30,025		
Purchasing and Facilities Management	0.90	47,659	10,962	58,621		
Information Systems	2.08	141,875	32,631	174,506		
Financial Administration:						
Director, Financial Administration	0.10	10,175	2,340	12,515		
Payroll	0.20	12,982	2,986	15,968		
Accounting Manager	0.15	14,245	3,276	17,521		
Travel Accountant	0.50	26,702	6,141	32,843		
Payables	0.45	26,329	6,056	32,384		
Program Accountant	1.00	55,158	12,686	67,844		
Total Support, Manufactured Housing	6.50	\$ 416,364	\$ 95,762	\$ 512,127		