



BILL WHITE
MAYOR

OFFICE OF THE MAYOR
CITY OF HOUSTON
TEXAS

December 16, 2009

Leo Vasquez
Harris County
Tax Assessor-Collector & Voter Registrar
1001 Preston, Suite 100
Houston, TX 77002

Dear Tax Assessor-Collector Vasquez,

I agree with the point you make about the execution of the agreement, and I would have agreed to this had you simply phoned me. I learned of the issue yesterday, when you appeared at our public session.

I had agreed, as a matter of policy, to increase the amount we pay to Harris County. The City was under no obligation to do so. I put this contract modification on the agenda and voted for it. There was a valid 1994 agreement with Harris County to provide these services at a lower cost.

It is appropriate for the Legal Department to review contract modifications where the City would pay a higher price than it is legally obligated to pay under an existing contract. As I understand it, the City Attorney's office justifiably felt that it would avoid bad precedent in dealing with other vendors if the City could point to some new or additional value as a result of a contract modification increasing the price the City would pay prior to the expiration of the contract.

On August 14, 2009, our staffs met, along with some personnel from the Harris County Attorney's Office, to discuss terms of another agreement related to the Harris County Tax Office's assistance in the collection of funds owed to the City. I understand that my staff confirmed in that meeting that City Council had, in fact, adopted the second amendment to the collections contract on June 3, 2009. I also understand that the same item was not on the Commissioners Court agenda until last week.

My principal purpose for agreeing to a unilateral contract modification was to show deference and respect to Harris County, based on a concern expressed by a County official. County officials have called me from time to time, and I have always tried to accommodate requests from those individuals whether it be about a matter concerning a park, a library, a joint appointment, or anything else.

It seems unusual that this matter would be of such importance to cause you to prepare some press release and make a statement attacking the bipartisan elected City government that has presided over sound budgets and multiple property tax rate cuts. Just last week I twice discussed matters of common interest with County officials by phone. I would encourage you to do the same with me. The County Attorney also has the phone number of the City Attorney, and they work well together.

Finally, I fail to understand how termination serves the interest of taxpayers in our community. City taxpayers, the vast majority of whom are County residents, are likely to pay more than other taxing entities in Harris County because the amounts charged under either the old contract or the amended contract exceed the incremental County collection costs. I have asked Councilmember Clutterbuck to review the economics of the termination to understand why that would be in the interest of taxpayers in Harris County, inside or outside of the City limits.

Sincerely,

A handwritten signature in black ink that reads "Bill White". The signature is written in a cursive, slightly slanted style.

Bill White
Mayor

cc: City Controller
City Council