

**AGREEMENT BETWEEN LAREDO HOUSING AUTHORITY  
AND  
MICHAEL A. SMITH**

This grant writing services contract ("Contract") is entered into as of September 15, 2017, ("Effective Date") by and between the Housing Authority of the City of Laredo, a public body, corporate and politic (hereinafter "Laredo Housing Authority" or "LHA") and Michael A. Smith, whose address is located at 1320 E. Bustamante St., Laredo, TX 78041 (hereinafter called "Consultant" or "Michael A. Smith").

**WITNESSETH:**

WHEREAS, LHA is a public body corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authority Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

WHEREAS, LHA issued a Request For Quote for Grant Writing Services for Integrated Housing and Supportive Services Center (hereinafter referred to as "RFQ") to procure the services required by LHA; and

WHEREAS, Consultant submitted a proposal in response to the "RFQ"; and

WHEREAS, LHA selected Michael A. Smith to serve as LHA's Consultant to specifically include serving as a project coordinator Consultant in connection with the "RFQ";

**NOW THEREFORE**, LHA and the Consultant agree as follows:

**1. Scope of Services**

Consultant shall provide the services for all work as described in the "Scope of Work". The "Scope of Work" is attached hereto as **Exhibit A, Addendum 1**.

**2. Time of Performance**

The initial term of this Contract shall begin on the Effective Date of September 14, 2017 until December 15, 2017.

**3. Compensation Billing Rates, and Method of Payment**

- A. Compensation. LHA shall compensate Consultant according to the fee schedule on Addendum 1, paragraph "i" shown on **Exhibit A**. LHA and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement reflecting the negotiated changes, if any.
- 1) Billings by the Consultant are to be directed to Accounts Payable, Finance Department, Laredo Housing Authority, 2000 San Francisco Avenue, Laredo, Texas 78040.
  - 2) Invoices shall be accompanied with the following information, which may be supplied by computer printout:
    - i. A brief summary, listing names or titles of Consultants and other professionals and individuals who provided the Consultant services, total hours for each in increments of tenths (.1) of an hour of time, and their hourly rates;
    - ii. Number of hours worked per Consultant and other professionals and individuals who provided the Consultant services, on a daily basis;
    - iii. A brief description of actual work done by each person (detailed narratives are not necessary), on a daily basis; and
    - iv. Itemization of disbursements and costs.
  - 3) Payments made by Consultant to others for services in connection with a matter shall be included in the statement and supporting invoices shall be attached to the billing. LHA will reimburse or make such payments to third parties secured by Consultant only if such third parties were retained by Consultant with prior approval of LHA.
- B. Method of Payment. Consultant will submit monthly billing invoices to LHA. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, and supporting documentation. LHA staff will review these invoices for payment. Payment will be made on a net 30 day basis, within 30 days of the invoice date, given the invoice reflects services that have been fully rendered.
- C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by LHA on behalf of Consultant. LHA will not treat Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Consultant understands and agrees that it is Consultant's responsibility to pay all

taxes required by law, including self-employment social security tax. LHA will issue an IRS 1099 Form, or other appropriate tax reporting document, to Consultant for the Contract services.

- D. Benefits. Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of LHA that exists solely for the benefit of LHA employees during the Contract term.

**4. Records for Audit Purposes**

Consultant shall maintain all records concerning Services performed and for which Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, Section 85.42. Consultant shall provide LHA and, subject to LHA approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

**5. No Personal Liability**

No member, official or employee of LHA shall be liable personally to Consultant or any successor in interest in the event of any default or breach by LHA or for any amount which may become due to Consultant or any successor or on any obligation under the terms of this Contract.

**6. Assignment of Contract**

Consultant shall not assign this Contract, or any part thereof, without the prior, express, written consent of LHA.

**7. HUD Requirements**

Consultant agrees to comply with all relevant HUD requirements, including General Conditions for Non-Construction Contracts, form HUD-5370-C, Attachment "C" to the "RFQ".

**8. Indemnification**

Consultant shall defend, hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Consultant's operation or activities related thereto, excluding



the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless. Further, Consultant shall refrain from encumbering LHA with any in kind or financial debts, burdens or any other encumbrances without prior written approval of LHA, and Consultant will hold harmless and indemnify LHA and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the such unauthorized encumbrances.

**9. Independent Consultant**

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent Consultant and not as the agent or employee of LHA. Consultant has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Consultant agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

**10. Insurance**

A. Consultant agrees to procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by Consultant, its agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at minimum that is required by the "RFQ".

**11. Conflicts of Interest**

LHA requires the Consultant inform LHA in writing of any potential, apparent, or actual conflict the Consultant may have or develop during the term of this Contract. At this time, Consultant is not aware of any relationship with any other party interested in the subject matter of Consultant's services for LHA under this Contract. As long as Consultant's services for LHA continue under this Contract, Consultant will not agree to provide services for any such conflicted party without LHA's prior written and informed consent.

**12. Nondiscrimination**

Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

**13. Termination**

LHA may terminate this Contract at any time with or without cause upon thirty (30) day's written Notice of Termination to the Consultant; provided, however, that in the event of such termination, LHA shall compensate Consultant for work completed to the satisfaction of LHA as of the date of such notice or the date of termination specified in and directed by such notice.

**14. Non-Appropriations**

Consultant understands that LHA is a governmental entity and may not be funded for any period during the term of this Contract for the requested services. LHA agrees to provide Consultant written notice within thirty (30) days, if at all practicable, after learning that such funding will not become available to LHA. For this Contract, LHA hereby certifies that adequate funding is available to complete requested services for LHA's current fiscal year.

**15. Compliance with Federal Regulations**

Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped



individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.
- The applicable provisions of Section 1 of the General Conditions for Non-Construction Contracts contained in form HUD-5370-C (10/2006). To the extent that any provision of this Contract conflicts with any required provision in HUD-5370-C for this Contract, the conflicting provision in HUD-5370-C shall apply.

**16. Proprietary Interests**

Consultant understands and agrees that Consultant's work product, including memoranda, charts, plans, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of LHA remain the sole property of LHA and shall not be reproduced by Consultant without LHA's prior written consent.

**17. Miscellaneous Provisions**

- A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

*If to LHA:* Executive Director  
Laredo Housing Authority  
2000 San Francisco Avenue  
Laredo, TX 78040

*If to Consultant:* Michael A. Smith  
1320 E. Bustamante  
Laredo, TX 78041

or to such other addresses as the parties may designate by notice as set forth above.

- B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and Consultant. When the term "Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Consultant where LHA approval of a successor assign is required by this Contract.
- C. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both LHA and Consultant.
- D. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Consultant and LHA affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Consultant and LHA with respect to the subject matter hereof.
- E. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.
- F. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of Consultant to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.
- G. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
- H. Attorneys' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- I. Alternative Dispute Resolution. In the event of a dispute between the parties regarding the interpretation of this Contract, the parties may agree to mediation or another form of alternative dispute resolution.

- J. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

**IN WITNESS WHEREOF**, LHA and Michael A. Smith have executed this Contract as of the Effective Date first above written and below signed.

**LAREDO HOUSING AUTHORITY**

By: Melissa Ortiz  
Name: Melissa Ortiz  
Title: Acting / Interim Executive Director  
Date: 9/15/2017

**MICHAEL A. SMITH (INTENTIONAL LEADERSHIP CONSULTANTS)**

By: MA Smith  
Name: M. A. Smith  
Title: Officer  
Date: 9-14-17



**“EXHIBIT A”**  
**ADDENDUM 1**  
**INTEGRATED HOUSING AND SUPPORTIVE SERVICES CENTER**  
**GRANT WRITING AND INITIAL PROGRAM DEVELOPMENT**  
**SCOPE OF WORK**

Work with LHA Board of Commissioners, staff and partnering agencies to compile information pertinent and necessary to the grant writing process including but not limited to the Summary Data Sheet, Proposal Abstract, Project Narrative, Budget Narrative, Memorandum of Understanding, Planning and Implementation Design, and Organization of Community Partner leverage and support documentation; AND coordinate the Integrated Housing and Supportive Services (IHSS) Center programmatic and housing pre-development efforts and tasks, as delineated below.

- a) Identify and solicit stakeholders to be included as partners or service providers, and develop and assist the LHA in negotiating and entering into Memorandums of Understanding (MOUs) with each, as approved and directed by LHA. LHA to provide the MOU template form document.
- b) Assist the LHA with the creation of a Project Steering Committee and facilitate meetings as requested by LHA, as well as prepare draft agendas for approval. LHA to select members. Hold 1<sup>st</sup> Steering Committee meeting by October 13<sup>th</sup>.
- c) Coordinate program development work related to the IHSS Center in collaboration with external partners, consultants, City of Laredo, end beneficiaries (clients) and prospective funders. Prepare and submit an Operational Program Design with Continuum of Care flow chart and program descriptions, organizations involved and their roles, and housing development phasing information that includes descriptions for each type of program, including but not limited to housing and social services to be offered (triage, supporting housing, transitional housing, market housing). Coordinate and substantiate commitments of third party organizations and services. Work with housing development and architectural consultants to prepare and deliver financial development budget and operations proforma. Initial program development draft by October 27, 2017 and a final draft of the IHSS program development by November 17, 2017.
- d) Prepare and complete the Continuum of Care, Grant proposal (see link below) containing required related materials, including Memorandums of Understanding, for future (spring 2018) grant submission by end of the contract term, December 15, 2017.
- e) Submit biweekly detailed written progress reports in format provided by the LHA; Prepare and submit sign-in sheets and agendas for meetings with third parties with monthly invoice and report.

- f) Present to the Board of Commissioners, and other local government entities or organizations – as needed.
- g) Attend LHA business related meeting or assist with other related consulting duties as requested by LHA.
- h) Project Term: September 14, 2017 to December 15, 2017.
- i) Contract Amount: \$9,600 total, to be paid in 3 equal payments
- j) Payments: Complete invoices for prior work performed due by the 1<sup>st</sup> of the month, with sign-in sheets, agendas, and biweekly reports for the prior month. Payments by LHA to be made within 15 days. Late or incomplete invoices submitted (after the 5<sup>th</sup> of the month) to be paid the following month.
- k) Travel: Local (Laredo, Texas) travel provided by consultant at no cost to LHA. Out of town travel as required and approved in advance, in writing, by the LHA. Any Airfare to be booked and paid by LHA. IRS federal standard mileage reimbursement rates; lodging and per diem not to exceed the GSA reimbursement for actuals with receipts submitted. No alcohol or entertainment expenses to be submitted or approved.  
<https://www.gsa.gov/travel/plan-book/per-diem-rates>

*Grant Solicitation:*

Community Planning and Development Funding Opportunity Title: Notice of Funding Availability (NOFA) for the Fiscal Year (FY) 2017 Continuum of Care Program Competition – submittal through e-snaps by host agency. <https://www.hudexchange.info/resources/documents/FY-2017-CoC-Program-Competition-NOFA.pdf>