

LAREDO HOUSING AUTHORITY

Housing Development Consultant Services

This Housing Development Consultant Services contract ("Contract") is entered into as of May 24, 2016 ("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 Architects Plus, Inc., a Texas professional corporation ("Consultant") as described below.

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 Qualifications for **Housing Development Consultant Services** RFQ No. LHA16-0310-2 (hereinafter referred to as the "RFQ") to procure the housing development consultant services for LHA; and*

WHEREAS, Architects Plus, Inc. submitted a proposal in response to the RFQ; and

WHEREAS, LHA selected Architects Plus, Inc. to serve as LHA's housing development 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 housing development consultant services for all work as described in the "Scope of Work", section 2.0, pages 6-9 of the RFQ as requested by LHA. The RFQ is attached hereto as **Exhibit A** and is incorporated herein in its entirety by reference. Such housing development consultant services to be provided by Consultant shall include project coordinator services as more particularly described in **Exhibit B** also attached hereto.*

2. Time of Performance

The initial term of this Contract shall begin on the Effective Date for a period of one (1) year, with an option to renew annually by the parties for a maximum of five (5) years, unless earlier terminated as provided herein.

3. Compensation Billing Rates, and Method of Payment

A. Compensation. *LHA shall compensate Consultant according to the fee schedule attached as **Exhibit C**. Costs will be billed in addition to professional fees. 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.*

- 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 Contractor

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor 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 least as 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

Either party may terminate this Contract at any time without cause upon thirty (30) days' written Notice of Termination to the other party; 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: *Mario Jasso, AIA
Architects Plus, Inc.
101 Merlin
Laredo, TX 78041*

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

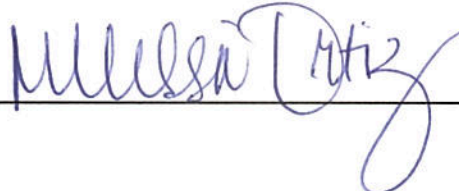
- B. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of LHA and Consultant. When the term "Consultant" or "LHA" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that LHA shall 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.

(The remainder of this page intentionally has been left blank.)

IN WITNESS WHEREOF, LHA and Consultant have executed this Contract as of the Effective Date first above written.

LAREDO HOUSING AUTHORITY

By:  _____

ARCHITECTS PLUS, INC.

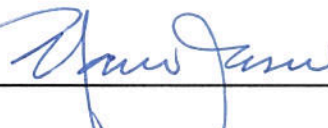
By:  _____

EXHIBIT A
Scope of Services

The Scope of Services shall be the "Scope of Work" outlined in the Request for Qualifications (RFQ) Document, No. LHA 16-0310-2, for Housing Development Consultant Services in general and to the extent specifically described in Section 1 of this Housing Development Consultant Services Contract (including Exhibit B attached to this Contract).

EXHIBIT B

Project Coordination and Consultation Services

As stated in Exhibit A, the Scope of Services shall be the "Scope of Work" outlined in the Request for Qualifications (RFQ) Document, No. LHA 16-0310-2, for Housing Development Consultant Services to the extent specifically described in Section 1 of this Housing Development Consultant Services Contract (including the project coordination and consultation services described in this Exhibit B attached to this Contract). Particularized services are described herein as part of the scope.

SERVICES TO BE PROVIDED BY CONSULTANT

As part of the scope of services Consultant shall provide at LHA's request and direction, Consultant shall render professional project coordination and general consulting services to LHA and/or its instrumentalities, directly related to activities listed and/or described below:

- 1. Assist the LHA in the evaluation of their public housing properties and other housing to determine needs for modernization, demolition, and/or disposition, redevelopment, development, replacement housing, Rental Assistance Demonstration (RAD), and needs for other affordable housing;*
- 2. Assist the LHA in the disposition of any public housing property or other sites and in the acquisition of properties and land for housing and other needs of the LHA;*
- 3. Assist the LHA to identify housing needs and the resources to develop and/or acquire housing to meet these needs;*
- 4. Assist the LHA in identifying and applying for financial and other resources, including but not limited to HUD, Texas Department of Housing and Community Affairs (TDHCA), Texas Bond Review Board (TBRB), Federal Home Loan Bank (FHLB), and City of Laredo;*
- 5. Assist the LHA to apply to the TBRB for allocations of private activity tax exempt financing, to TDHCA for the related Low Income Housing Tax Credit(LIHTC), and others such as New Markets Tax Credit Program;*
- 6. Assist the LHA to obtain developers, architects, engineers, attorneys, consultants, appraisers, and other necessary for the Housing Authority to carry out these activities; to evaluate statements of qualifications, proposals, and bids; make appropriate selections; and contract of services;*

7. *Assist the LHA to coordinate and cooperate with existing and proposed housing initiatives of the City of Laredo and County of Webb;*
8. *Advise the LHA of the soundness of financial and other transactions and their structure, and assure the LHA interests are protected;*
9. *Work with the LHA's 501(c)(3) non-profit entities, public facility corporations, limited partnerships, and limited liability companies to carry out their housing initiatives.*
10. *Assist the LHA in creating 501(c)(3) non-profit entities, public facility corporations, limited partnerships and limited liability companies.*
11. *Coordinate financing for housing and other projects and assist the LHA to obtain financing;*
12. *Assist the LHA in preparing required submissions to HUD and in obtaining HUD approvals;*
13. *Assist the LHA to create housing developments that are occupied by renters of mixed incomes, that are housing choice rather than last resort, and are considered assets to the community;*
14. *Develop feasibility analysis of potential projects, including conceptual studies that may be used by the LHA, for projects being contemplated by the LHA.*
15. *Attend meetings and be prompt in responses as required by LHA and partners, and observe a professional conduct in all business where representing the LHA or LHA projects.*
16. *Assist with coordination of projects as needed, as authorized and delegated by the Executive Director and Board of Commissioners.*

ARCHITECTURAL DESIGN SERVICES

The project coordination and general consulting services listed and/or described above, shall not include project architectural design services:

Consultant may, at the specific request and as approved by the LHA, provide architectural design services for additional fees as may be mutually agreed upon by both the LHA and Consultant.

The LHA further agrees that this Consulting Agreement is not exclusive and that Consultant shall be free to pursue other opportunities including, without prejudice, the

Submission of Qualifications for Architectural Design Services for other Laredo Housing Authority projects.

REPORTING

Consultant shall submit a semi-monthly detailed narrative report of activity specifying where time was invested and categorized by project, every 1st and 15th of each month during the contract period. Copies of the reports shall be submitted with the monthly invoice due every 1st of the month. Consultant agrees that the LHA may require the reporting be submitted in a specific format to meet program and funding requirements.

EXHIBIT C
Consultant's Fee Schedule

CONTRACT RATES AND INITIAL TERM

Consultant shall be paid hourly at a rate of \$125.00 per hour with a maximum not to exceed \$4,000 monthly for time and effort spent on activities described above, for an initial period of one year, with annual options to renew for four additional years - at the discretion of the LHA as authorized by Board of Commissioner's action.

Additional Services by Architects Plus, Inc.'s Consultants, only as may be requested and approved in writing by the LHA, shall be at Architects Plus, Inc.'s cost plus 10% or hourly as per the attached Hourly Rates Schedule (Exhibit C).