

PROFESSIONAL SERVICES CONTRACT

Salary Comparability Study & Job Descriptions

This agreement is entered into between the Laredo Housing Authority, 2000 San Francisco Avenue, Laredo, TX 78040 hereinafter referred to as the "AGENCY," and The Nelrod Company, 3109 Lubbock Avenue, of Fort Worth, Texas, hereinafter referred to as "CONTRACTOR."

The "AGENCY" in its need to conduct a Salary Comparability Study and finding the CONTRACTOR is willing to assist the AGENCY to conduct a Salary Comparability Study as stated in the proposal, the AGENCY and CONTRACTOR do mutually agree to the terms and conditions herein.

ARTICLE I - PERIOD OF CONTRACT

This agreement shall become effective and binding when signed by both parties.

This agreement shall terminate November 30, 2016 unless terminated pursuant to Article V infra.

ARTICLE II - SCOPE OF WORK

CONTRACTOR will conduct a Salary Comparability Study and update/write Job Descriptions as detailed in the proposal entitled Proposal for Salary Comparability Study dated July 6, 2016.

TASK 1	Orientation Conference Call
TASK 2	Data Collection
TASK 3	Job Description Review/Update
TASK 4	Salary Comparability Analysis
TASK 5	Report Preparation

ARTICLE III – CONTRACT AMOUNT AND PAYMENTS

The AGENCY shall pay the CONTRACTOR as a fee for the services as stated in this contract, the sum not to exceed \$18,018.00 which also includes costs for clerical and other administrative expenses. This amount is to be paid as follows:

- A. Initial payment of \$5,946.00 (33.3333%) of the total contract amount for start-up labor, materials, and miscellaneous expenses.
- B. All subsequent payments to be made by the AGENCY. The CONTRACTOR will submit request for monthly partial payment commensurate with resources expended at the time and not to exceed 90% of the total approved fee.
- C. Final payment will be made within 10 days after AGENCY receives final copies of documents. Final payment is to be not less than (10%) \$1,802.00. In addition, provided the AGENCY requests the CONTRACTOR to perform and/or provide any additional work and/or materials, the scope of the work requested and the fee in the amount of \$99.00 per hour for Technical Associates, \$43.00 per hour for Support Specialists, and

\$129.00 for Senior Manager plus expenses and/or material costs, shall be agreed upon by the AGENCY and the CONTRACTOR in advance.

ARTICLE IV - GROSS RECEIPTS TAX

The CONTRACTOR shall be responsible for the payment of Federal, State, and FICA tax levied on amounts paid to CONTRACTOR pursuant to this agreement.

ARTICLE V - AMENDMENT OR TERMINATION

This agreement may be amended or terminated by either party upon written notice delivered to the other at least 30 working days prior to the intended date of amendment or termination. By such amendment or termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

ARTICLE VI - STATUS OF CONTRACTOR

The CONTRACTOR and its agents or employees are independent contractors performing professional services for the AGENCY.

ARTICLE VII - ASSIGNMENT

CONTRACTOR shall not subcontract any portion of the service to be performed under this agreement without the prior approval of the AGENCY.

ARTICLE VIII - HOLD HARMLESS AGREEMENT

CONTRACTOR shall defend and hold harmless AGENCY from all actions, proceedings, claims, demands, cost, damages, attorney's fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, which result in any way or to any degree from the wrongful act or omission of the CONTRACTORS, its employees, agents, or servants.

ARTICLE IX - PRODUCT OF SERVICES: COPYRIGHT

All materials developed or acquired by CONTRACTOR under this agreement shall become the property of the AGENCY and shall be delivered to the AGENCY not later than the termination date of this agreement. Materials furnished shall be the subject of an application for copyright by or on behalf of the CONTRACTOR without the prior written approval of the AGENCY. All CONTRACTOR copyrighted materials remain the sole property of CONTRACTOR. CONTRACTOR reserves all rights.

ARTICLE X - DISCRIMINATION


No person shall, on the grounds of race, color, national origin, sex or sexual orientation, handicap, age, familial status, or religion, be excluded from participating in, be denied the benefit of, or otherwise be subjected to discrimination under any activity performed pursuant to this agreement.

ARTICLE XI JURISDICTION AND VENUE

In the event of a Contract dispute or litigation arising out of said Agreement, it is understood and agreed that this Agreement was executed and performed in Webb County, Texas and, as such, it is agreed by both parties that venue for said litigation, including an action of Declaratory Judgment, will be in Webb County.

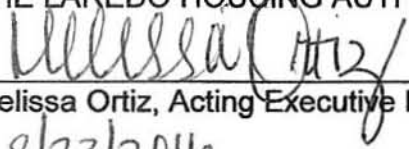
IN WITNESS WHEREOF, the parties hereto have set their hands.

CONTRACTOR: THE NELROD COMPANY

BY: 
Nelson Rodriguez, President and CEO

DATE: 08-18-2016

AGENCY: THE LAREDO HOUSING AUTHORITY

BY: 
Melissa Ortiz, Acting Executive Director

DATE: 8/23/2016