



**CITY OF HOUSTON**  
HCD Purchasing Unit 3200

SRO NUMBER MUST APPEAR ON ALL PAYMENT AND  
DELIVERY CORRESPONDENCE

# Change to SERVICE RELEASE ORDER

**Vendor Address**  
Vendor Address Number 131709  
SHANNON, MARTIN, FINKELSTEIN,  
ALVARADO & DUNNE PC  
1001 MCKINNEY ST SUITE 1100  
HOUSTON TX 77002

**Mail Invoice to**  
COH HOUSING & COMMUNITY DEV  
FINANCIAL SERVICES SEC, ACCT PAY  
PO Box 1562  
HOUSTON TX 77251-1562

**Information**  
SRO Number/Date 4500311107-2 / 10/04/2019  
CoH Vendor Number 131709  
Page 1 of 2  
Buyer's Name Arva Dearborne 458  
Buyer's Telephone Number 832-394-6328  
Buyer's Fax Number  
Buyer's E-mail Address Arva.dearborne@houstontx.gov

**CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER  
TO BUYER'S E-MAIL ADDRESS**

**Shipping Address** HOUSING & COMMUNITY DEVELOPMENT  
PROCUREMENT SERVICES  
2100 TRAVIS, 9TH FLOOR  
HOUSTON TX 77002  
USA

**Terms of payment :** 10 days 2%, 20 days 1%, net 30 Currency USD

**Shipping Terms** FOB(Free on board) /DESTINATION

**Our reference:** 2019-0777

**Your person responsible:** NANCY MARTIN

**Your reference:** 2019-0777

PROFESSIONAL SERVICES AGMTS. FOR LEGAL ASSISTANCE REGARDING VARIOUS HOUSING MATTERS AND TRANSACTIONS FOR THE HOUSING AND COMMUNITY DEVELOPMENT DEPT.  
TERM EFFEC CS DATE IS 3 YRS. W/2-1 YR. TERMS  
CONTRACT AMT.\$250,000.00  
CS 10/11/2019

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
20	1.00	AU	96149 LEGAL SVCS, ATTORNEY Shannon, Martin, Finkelstein Lgl Svc Release Order against contract 4600015740 Item 00010	125,000.00 / AU	125,000.00
	Gross Price		125,000.00 USD	1 AU	125,000.00
			Delivery date: Day 12/31/2021 *** New item ***		
			<b>Delivery Date:</b> 12/31/2021		



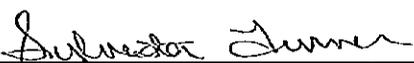
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**SERVICE RELEASE ORDER**

PO number/date 4500311107 -2 / 10/04/2019 Page 2 of 2

<b>Total ****</b>	<b>USD 250,000.00</b>
<a href="#">2019-0777 ORD PASSED 10/09/2019 EXECUTED</a> <a href="#">BY MAYOR 10/10/2019 CS 10/11/2019</a>	
<p>NOTICE -- This is a contract release order against the contract referenced herein. The terms and conditions in the referenced contract are hereby incorporated into this contract release order as if set forth in full text. All work performed pursuant to this contract release order shall be performed in strict accordance with the referenced contract's statement of work/scope of services.</p>	

<p>I hereby certify a certificate of the necessity of this expenditure is on file in this department.</p>	<p>I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.</p>	
		
<b>Mayor</b>	<b>Chief Procurement Officer</b>	<b>Controller</b>

4600015740  
2019-0777

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**I. PARTIES**

**A. Address**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made between the **CITY OF HOUSTON, TEXAS** ("City"), a home rule city of the State of Texas, and **SHANNON, MARTIN, FINKELSTEIN, ALVARADO & DUNNE, P.C.**, a professional corporation doing business in the State of Texas ("Firm").

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Attorney  
City of Houston  
P. O. Box 1562  
Houston, Texas 77251

Firm

Shannon, Martin, Finkelstein,  
Alvarado & Dunne, P.C.  
1001 McKinney Street, Suite 1100  
Houston, Texas 77002  
Phone: 713.646.5560  
nmartin@smfadlaw.com

The Parties agree as follows:

**B. Table of Contents**

## TABLE OF CONTENTS

	<u>Page</u>
<b>I. PARTIES .....</b>	<b>1</b>
A. Address .....	1
B. Table of Contents .....	1
C. Parts Incorporated .....	4
D. Controlling Parts .....	4
E. Signatures.....	5
<b>II. DEFINITIONS .....</b>	<b>6</b>
<b>III. DUTIES OF THE FIRM.....</b>	<b>7</b>
A. Scope of Services .....	7
B. Coordinate Performance .....	9
C. Release .....	9
D. Insurance.....	9
E. Confidentiality - Protection of City's Interest .....	10
F. Use of Work Products.....	10
G. Licenses and Permits.....	11
H. Compliance with Laws .....	11
I. Conflicts of Interest.....	12
J. Exhibits .....	12
K. Compliance with Equal Opportunity Ordinance.....	12
L. Pay or Play .....	13
M. MWBE Compliance.....	13
N. Zero Tolerance of Human Trafficking and Related Activities .....	14
O. Drug Abuse Detection and Deterrence .....	14
P. Anti-Boycott of Israel .....	15
<b>IV. DUTIES OF CITY .....</b>	<b>15</b>
A. Duty.....	15
B. Payment Terms .....	15
C. Taxes .....	15
D. Method of Payment.....	15
E. Disputed Payments.....	16
F. Limit of Appropriation.....	16
G. Access to Data.....	17

**V. TERM AND TERMINATION .....17**

A. Contract Term .....17

B. Termination for Convenience by City .....18

C. Termination for Cause by City .....18

D. Termination for Cause by Firm.....18

**VI. MISCELLANEOUS .....19**

A. Independent Contractor.....19

B. Severability .....19

C. Entire Agreement.....19

D. Written Amendment.....19

E. Applicable Laws .....19

F. Notices .....19

G. Captions .....19

H. Non-Waiver.....20

I. Inspections and Audits.....20

J. Enforcement.....20

K. Ambiguities.....20

L. Survival.....20

M. Publicity .....21

N. Parties in Interest.....21

O. Successors and Assigns.....21

P. Business Structure and Assignments .....21

Q. Remedies Cumulative .....21

R. Firm Debt.....21

**EXHIBITS**

Exhibit "A" – Sample Task Order

Exhibit “A-1” Task Order 1

Exhibit "B" - City Attorney's Policy on Engagement of Outside Legal Counsel

Exhibit "C" - Fee Schedule

Exhibit "D" – Drug Policy Compliance Agreement

Exhibit “E” - Contractor’s Certification of No Safety Impact Positions

Exhibit “F” – CDBG and HOME Program Requirements and Laws

Exhibit “G” – CDBG-DR Program Requirements and Laws

Exhibit “H” – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Exhibit “I” – Anti-Lobbying Certification.

**C. Parts Incorporated**

The above-designated sections and exhibits are incorporated into this Agreement.

**D. Controlling Parts**

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

*Remainder of Page Intentionally Left Blank*

**E. Signatures**

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ACCEPTED & APPROVED:**  
ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

DocuSigned by:  
Francie Sargent  
21C2279936264CB...

Witness

**SHANNON, MARTIN, FINKELSTEIN  
ALVARADO & DUNNE, P.C.**

DocuSigned by:  
By: Nancy Martin  
99DB0C5562344E5...  
Name: Nancy Martin  
Title: Shareholder 760338861  
Tax Identification Number: \_\_\_\_\_

**ATTEST/SEAL:**

SAJ P. Snieg  
City Secretary **Assistant**

**CITY OF HOUSTON, TEXAS**  
Signed by: Ammanda Washington  
Mayor **101019**

**APPROVED:**

DocuSigned by:  
Jerry Adams  
0DD350139A8F4C8...  
Chief Purchasing Officer

**COUNTERSIGNED BY:**

James P. Brown  
City Controller James P. Brown

**APPROVED:**

DocuSigned by:  
Ronald Lewis  
01DBEE0AC120491...  
City Attorney

**DATE COUNTERSIGNED:**

10-11-19

**APPROVED AS TO FORM:**

DocuSigned by:  
Rachel L. Grier  
6649061A201241A...  
Assistant City Attorney II  
L.D. File No. 0391900218001

## **II. DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and the Firm.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Attorney" means the City Attorney of the City of Houston, or the person he designates.

"Direct Consultation Work" means the Firm's provision of a bank of hours or a set number of hours to provide legal services related to the Scope of Services of this Agreement and requested by the City Attorney, where such hours are used by the City on an "as needed" or "ad hoc" basis, subject to the allocation of funds under this Agreement.

"Director" means the Director of the Housing and Community Development Department of the City of Houston or the person he designates.

"Firm" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned by the City Controller on the signature page of this Agreement.

"Parties," mean all the entities set out in the preamble that are bound by this Agreement.

"Task Order" means an individual legal services and representation assignment with a defined scope of services, budget and schedule issued by the City Attorney and the Director under this Agreement.

Whenever the singular form of a term is used in this Agreement, the same shall include the plural form of such term, whenever appropriate, and vice versa.

## **III. DUTIES OF THE FIRM**

### **A. Scope of Services**

- (1) In consideration of the payments specified in this Agreement, the Firm shall provide legal services and representation of the City necessary to perform the scope of services as set out in individual Task Orders in connection with all matters relating to the following ("Scope of Services"):

- a. Provide the City with legal assistance regarding matters related to housing and public facilities laws, programs, and acquisitions, including but not limited to: (1) negotiating and drafting contracts, loans, and grants for affordable housing and public facilities and public services; (2) consulting regarding the laws, regulations, and procedures applicable to the federal and state community and housing development programs, including without limitation, expertise in fair housing laws and regulations, U.S. Department of Housing and Urban Development (“HUD”) affordable housing, public facilities and public services programs, federal Home Investment Partnerships Program, the federal Community Development Block Grants (“CDBG”), Community Development Block Grants Disaster Recovery (“CDBG-DR”), the federal Emergency Solutions Grant, the federal Housing Opportunities for Persons with Aids Grant, the federal Section 108 Loan Guarantee Program/Economic Development Initiative funds, Tax Increment Reinvestment Zone (“TIRZ”) and municipal bonds, City general and TIRZ affordable housing set-aside funds, and other federal or state tax credits housing programs, bond and commercial financing; (3) title review and production of relevant documents related to the City’s down payment assistance and single-family home repair, construction and reconstruction programs; (4) resolving disputes (such as mechanic’s lien issues and bond claims) associated with single family home contractors or multi-family projects and other projects, programs, and services; and (5) providing legal and tax advice regarding housing shared equity programs, including community land trusts;
- b. Provide requested advice, guidance and representation regarding activities of the City’s Housing and Community Development Department (“HCDD”) that may be funded or regulated by HUD, including but not limited to: (1) the application of the HOME Investment Partnerships Program (“HOME”) Final Rule to “indirect” loans from the City for multifamily projects which involve tax credits and HOME and community housing development organization set-aside funds; (2) HUD procurement requirements; (3) uses of program income; and (4) such other services related to HUD matters as may be requested by the City Attorney and Director;
- c. Provide real property title work, including securing title reports, preparing title opinions, and performing other title related curative work in connection with land, housing and public facility acquisitions and purchases;
- d. Provide requested advice, guidance and representation regarding utilizing non-federal funds and federal HUD funds to acquire certain real properties for potential development or resale to third parties for development, including but not limited to: (1) providing the City with sufficient time to secure full environmental clearance from HUD as a pre-condition to moving forward with the acquisition of the properties (and ensuring that the City-obtained environmental reports meet HUD standards); and (2) negotiating and

drafting the terms and conditions of the letters of intent and other documents or other agreements relating to the proposed acquisitions, including the purchase and sale agreements and the deeds, loan agreements and any security instruments that HUD requires the City to approve and execute to obtain and expend the HUD funds on the proposed acquisitions and ensuring that all such documents conform to applicable laws; and

- e. Provide other legal services requested by the City Attorney and Director and agreed upon by the Firm for which funds are available.
- (2) Firm shall perform services in connection with this Agreement only in response to a Task Order signed by the City Attorney and the Director. Task Orders must not vary the terms of this Agreement. Firm shall perform such legal services under the direction of a Handling City Attorney (as such term is defined in Exhibit "B") and in accordance with this Agreement and all exhibits thereto, including without limitation the City Attorney's Policy on Engagement of Outside Legal Counsel attached as Exhibit "B". Each Task Order shall describe in detail the services to be performed and the time period in which such services shall be performed. The "Maximum Fee", as such term is defined in each Task Order, shall become the maximum cost for such services. The hourly rates for each category of personnel performing work under each Task Order (e.g. partners, senior associate, of-counsel, associates, and paralegals) must not exceed the hourly rates for the same category of personnel set forth in this Agreement, unless otherwise approved by the City Attorney and Director. Subject to the supplemental allocation provisions in Section IV-F below, the City Attorney and Director may jointly amend a Task Order, including without limitation, to increase the Maximum Fee (to the extent allowed by law), if the need arises.
- (3) Nancy F. Martin shall be the principal attorney providing services under this Agreement. The Principal Attorney shall not be replaced without the City Attorney's prior written approval. The Firm shall provide services in accordance with the terms of the City Attorney's Policy on Outside Counsel attached as Exhibit "B" unless a term of the policy conflicts with a term of the main body of this Agreement in which case the main body of the Agreement shall govern.
- (4) Firm must provide, at no cost to the City, a minimum of three hours per year of Continuing Legal Education instruction accredited by the State Bar of Texas (CLE), for the City of Houston Legal Department and HCDD or both. CLE instruction shall address an area of law relating to any one or more of the topics described in the scope of services or a Task Order, or such other topic of instruction as mutually agreed upon by the Handling City Attorney and the Firm. CLE instruction may be offered in a variety of manners or methods mutually agreed upon by the Handling City Attorney and the Firm, such as three one-hour live sessions held at the City of Houston Legal Department's or HCDD's offices, or one three-hour webinar. The Firm shall provide the CLE instruction upon request of the Handling Attorney.

**B. Coordinate Performance**

The Firm shall coordinate its performance with the City Attorney and other persons that the City Attorney designates. The Firm shall promptly inform the City Attorney and other person(s) of all significant events relating to the performance of this Agreement.

**C. Release**

**FIRM AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. FIRM HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.**

**FIRM SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE TO THE CITY.**

**D. Insurance.**

The Firm shall maintain in effect certain insurance coverage and shall furnish evidence of insurance satisfactory to the City Attorney, in duplicate form, before beginning its performance under this Agreement. All liability policies must be issued by a company with a Certificate of Authority from the Texas Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States or that is otherwise satisfactory to the City Attorney. The Firm shall maintain the following insurance coverage in the following amounts:

Professional Liability

\$1,000,000 per occurrence; \$3,000,000 aggregate

Defense costs are excluded from the face amount of the policy.

Aggregate limits are per 12-month policy period unless otherwise indicated.

Firm shall give 30 days' written notice to the City before the policy may be canceled, materially changed, or nonrenewed. Within the 30-day period, the Firm shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to

maintain in effect the required coverage. If the Firm does not comply with this requirement, the City Attorney, at his or her sole discretion, may immediately suspend the Firm from any further performance under this Agreement and begin procedures to terminate for default.

**E. Confidentiality - Protection of City's Interest**

The Firm, its agents, employees, its contractors and subcontractors shall hold all City information, data and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. The Firm, its agents, employees, its contractors and subcontractors shall not disclose, disseminate or use the Information unless the City Attorney authorizes it in writing. The Firm shall obtain written agreements from its agents, employees, its contractors and subcontractors that bind them to the terms in this Section.

Firm shall at all times maintain the confidentiality of any communications with the City and with subcontractors who are engaged by Firm and approved in advance and in writing by the City Attorney to perform services.

**F. Use of Work Products**

- (1) The Firm agrees that all documents drafted pursuant to this Agreement are the property of the City. The City owns and may use all documents, all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that the Firm prepares or obtains under this Agreement.
- (2) The Firm warrants that to the extent any documents provided to the City by it are copyrighted, the Firm owns the copyright to the Documents or otherwise has rights to provide the documents. The Firm will notify the City Attorney of any documents it deems copyrighted upon providing such documents to the City Attorney.
- (3) The Firm shall deliver the original Documents to the City Attorney on request. Upon request, within five working days after this Agreement terminates, the Firm shall deliver to the City Attorney the original Documents, and all other files and materials the Firm produces or gathers during its performance under this Agreement.
- (4) The Firm shall have the right to retain copies of documents and other work products drafted or created pursuant to the Agreement and use them for training purposes or as forms or reference materials in connection with representing other clients, without attribution to the City.

**G. Licenses and Permits**

The Firm shall obtain, maintain and pay for all licenses, permits and certificates including all professional licenses necessary to provide the legal representation by any statute, ordinance, rule or regulation. The Firm shall immediately notify the City Attorney of any suspension,

revocation or other detrimental action against the license of any of its attorneys providing service to the City.

#### **H. Compliance with Laws**

(1) The Firm shall comply with all applicable state and federal laws and regulations, The Texas Rules of Professional Responsibility and the City Charter and Code of Ordinances.

#### **(2) Federal Requirements**

In the event the City is a recipient or subrecipient of other grant, federal, or state funds or the City otherwise uses restricted funds to pay the Firm for services or expenses provided under this Agreement, Firm agrees to be bound by the laws and terms, including those set forth in Exhibits "F" (CDBG and HOME Program Requirements and Laws) and "G" (CDBG-DR Requirements and Laws), to the extent they apply to the specific service, Scope of Services or Task Order and source of funding therefore. The anticipated funding source shall be set out in each Task Order. In the event the City is a recipient or subrecipient of other grant, federal, or state funds or the City otherwise uses restricted funds not covered by Exhibits "F" and "G" to pay Firm for services or expenses provided under this Agreement, Firm shall agree, in writing, to be bound by the same contract or grant terms and conditions, laws, and regulations as the City, to the extent applicable to the Firm's provision of a specific service, Scope of Services, or Task Order ("Additional Flow Down Provisions"). The Firm's agreement to the Additional Flow Down Provisions must be in writing, signed by the Firm and Director and approved by the City Attorney or designee. Such written agreement does not require amendment of this Agreement but shall be incorporated into this Agreement as if fully referenced herein. If within a reasonable time after receipt of a written request from the Director (not to exceed 15 business days), the Parties are unable to reach a written agreement on the relevant Additional Flow Down Provisions following good faith negotiations, the Director, at his sole discretion may (i) immediately suspend the Firm from any further performance or terminate the Firm's performance as to the services, Scope of Services, or Task Order for which an Additional Flow Down Provision is required.

In anticipation of the City's potential use of restricted federal funds to pay the Firm for services or expenses provided under this Agreement, the Firm hereby executes Exhibit "H", the Certification Regarding Debarment, Suspension and Other Responsibility Matters.

For any bid, offer, or agreement exceeding \$100,000.00, Firm shall file with the City a Certification Regarding Lobbying substantially in the form set out in Exhibit "I", Anti-Lobbying Certification. Firm shall comply with 31 U.S.C. § 1352 and include a requirement to comply with these regulations in any subcontractor or lower tier covered transaction it enters into. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**I. Conflicts of Interest**

Firm represents and warrants that the provision of the legal services under this Agreement will not constitute an actual or potential conflict of interest. Firm covenants that no person under its employment has any personal financial interest, direct or indirect, which would influence his or her professional judgment or the performance of services under this Agreement. Firm further covenants that no person having such conflicting interest shall be employed in the performance of this Agreement. Firm has disclosed or shall promptly disclose in writing to the City all actual or potential conflicts of interest relative to the performance of this Agreement, including but not limited to the Certificate of Interested Parties required by Section 2252.908 of the Texas Government Code and the Conflict of Interest Questionnaire required by Section 176.006 of the Texas Local Government Code, if applicable.

If an actual or potential conflict arises between the City's interests and the interests of other clients the Firm represents, within the meaning of the Texas Disciplinary Rules of Professional Conduct, the Firm shall either terminate its representation of the other client whose interests are or may be in conflict with those of the City or immediately notify the City Attorney and Handling City Attorney by telephone, or email. If the City Attorney consents to the Firm's continued representation of the other clients, the City Attorney shall notify the Firm in writing. If the City Attorney does not issue written consent within 3 business days after receipt of the Firm's notice, the Firm shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

**J. Exhibits**

Exhibits "A" through "I" attached to this Agreement are hereby incorporated and made a part of this Agreement.

**K. Compliance with Equal Opportunity Ordinance**

Firm shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

**L. Pay or Play**

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Firm has reviewed Executive Order No. 1-7 Revised and, to the extent applicable to this Agreement, shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

**M. MWBE Compliance**

Firm shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Firm shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to MWBEs. Firm acknowledges that it has reviewed the requirements for

good faith efforts on file with the City's Office of Business Opportunity ("OBO") and will comply with them.

Firm shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

- (1) (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the OBO Director").
- (2) (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
- (3) Within five business days of execution of this subcontract, Firm (prime contractor) and Subcontractor shall designate in writing to the OBO Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
- (3) Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the OBO Director. The OBO Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

**N. Zero Tolerance Policy for Human Trafficking and Related Activities**

The requirements and terms of the City's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Firm has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Firm shall notify the City's Chief Procurement Officer and City Attorney of any information regarding possible violation of the Firm or its subcontractors providing services or goods under this Agreement within seven days of Firm becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

**O. Drug Abuse Detection and Deterrence**

- (1) It is the policy of the City to achieve a drug-free workforce and workplace. The

manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City premises is prohibited. Firm shall comply with all the requirements and procedures set forth in the Mayor’s Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 (“Executive Order”), which is incorporated into this Agreement and is on file in the City Secretary’s Office.

- (2) Before the City signs this Agreement, Firm shall file with the Contract Compliance Officer for Drug Testing (“CCODT”):
  - (a) a copy of its drug-free workplace policy,
  - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit “D,” together with a written designation of all safety impact positions and,
  - (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit “E.”

If Firm files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit “D”. Firm shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its notice to proceed or if no notice to proceed is issued, on the first day Firm begins work under this Agreement.

- (3) Firm also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Firm’s employee work force.
- (4) Firm shall require that its subcontractors comply with the Executive Order, and Firm shall secure and maintain the required documents for City inspection.

**P. Anti-Boycott of Israel**

Firm certifies that Firm is not currently engaged in and agrees for the duration of this Agreement not to engage in the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

**IV. DUTIES OF CITY**

**A. Duty**

City shall have no duty whatever to the Firm except for obligations specifically set forth in this Article IV.

**B. Payment Terms**

The City shall pay Firm for the services it renders under each Task Order in connection with this Agreement in accordance with the rates reflected in the applicable Task Order, which rates must be (i) less than or equal to the rate schedule set forth in Exhibit "C" or otherwise in conformance with the alternative billing arrangements, if any, as set forth in Exhibit "C" and (ii) in accordance with the terms set forth in the City's Policy on Engagement of Outside Legal Counsel attached to this Agreement as Exhibit "B". The City shall reimburse Firm for reasonable and actual out-of-pocket expenses as authorized by Exhibit "B" in connection with the legal services, subject to the allocation of funds. All invoices submitted pursuant to this Agreement and any Task Order issued pursuant hereto must include supporting documentation for all claimed costs, including corresponding time sheets for labor costs and actual cost documentation for any claimed expenses.

**C. Taxes**

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. The Firm's invoices to the City must not contain assessments of any of these taxes. The City Attorney will furnish the City's exemption certificate and federal tax identification number to the Firm if requested.

**D. Method of Payment**

The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from Firm as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

If the City fails to make a payment according to the early payment schedule above but does make the payment within the time specified by the Texas Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

**E. Disputed Payments**

If the City disputes any items in an invoice the Firm submits for any reason, including lack of supporting documentation, the City Attorney shall temporarily delete the disputed item and pay the remainder of the invoice. The City Attorney shall promptly notify the Firm of the dispute and request remedial action. After the dispute is settled, the Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

F. Limit of Appropriation.

(1) The City's duty to pay money to the Firm for any purpose under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated \$125,000.00 to pay money under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

*Handwritten initials: M, R, S*

(3) The City has not allocated supplemental funds or made a supplemental allocation for this Agreement unless the City has issued to Firm a service release order, or similar form approved by the City Controller, containing the language set out below. When necessary, the supplemental allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ \_\_\_\_\_

(4) The Original Allocation plus all supplemental allocations effected by notice to the Firm in substantially the foregoing form, if any, shall be the "Allocated Funds". The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. The Firm must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, the Firm's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

G. Access to Data.

The City shall, to the extent permitted by law, allow the Firm to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for the Firm to perform under this Agreement.

The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for the Firm's use.

## **V. TERM AND TERMINATION**

### **A. Contract Term**

This Agreement is effective on the Countersignature Date by the City Controller and remains in effect for three (3) years ("Initial Term"). Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the City Attorney chooses not to renew this Agreement, he/she shall notify Firm and the City's Chief Procurement Officer or his designee of non-renewal at least 30 days before the expiration of the then-current term.

### **B. Termination for Convenience by City**

The City Attorney may terminate this Agreement at any time by giving ten days written notice to the Firm. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

On receiving the notice, the Firm shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing Task Orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, the Firm shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to the Firm for services actually performed, but not already paid for, in the same manner as prescribed in Section IV-A unless the fees exceed the allocated funds remaining under this Agreement.

**TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE FIRM'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE FIRM WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION) IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.**

### **C. Termination for Cause by City**

If the Firm defaults under this Agreement, the City Attorney may either terminate this Agreement or allow the Firm to cure the default as provided below. The City's right to terminate this Agreement for the Firm's default is cumulative of all rights and remedies, which exist now or in the future. Default by the Firm occurs if:

- (1) The Firm fails to perform any of its duties under this Agreement;
- (2) The Firm becomes insolvent;
- (3) All or a substantial part of the Firm's assets are assigned for the benefit of its creditors; or

(4) A receiver or trustee is appointed for the Firm.

If a default occurs, the City Attorney may, but is not obligated to, deliver a written notice to the Firm describing the default and the termination date. The City Attorney, at his or her sole option, may extend the termination date to a later date. If the City Attorney allows the Firm to cure the default and the Firm does so to the City Attorney's satisfaction before the termination date, then the termination is ineffective. If the Firm does not cure the default before the termination date, then the City Attorney may terminate this Agreement, if in litigation, on the date the court enters an order allowing the Firm to withdraw, and if not in litigation, on the later of the termination date or the date on which another attorney is substituted for the Firm, at no further obligation of the City.

To effect final termination, the City Attorney must notify the Firm in writing. After receiving the notice, the Firm shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all Task Orders or subcontracts chargeable to this Agreement.

**D. Termination for Cause by the Firm**

The Firm may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and the Firm wishes to terminate the Agreement, then the Firm must deliver a written notice to the City Attorney describing the default and the proposed termination date. The date must be at least ten days after the City Attorney receives notice. The Firm, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then the Firm may terminate its performance under this Agreement on the termination date.

**VI. MISCELLANEOUS**

**A. Independent Contractor**

The Firm shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

**B. Severability**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**C. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions,

covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

**D. Written Amendment**

Unless otherwise specified, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and the Firm. The City Attorney is only authorized to perform the functions specifically delegated to him or her in this Agreement.

**E. Governing Law and Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

**F. Notices**

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States Postal Service registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in the preamble of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**G. Captions**

Captions contained in this Agreement are for reference only and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

**H. Non-Waiver**

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the City Attorney, or by any other employee or agent of the City, of any part of the Firm's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The City Attorney is not authorized to vary the terms of this Agreement.

**I. Inspections and Audits**

City representatives have the right to perform, or have performed, at its own expense (1) audits of the Firm's books and records applicable to this Agreement, and (2) inspections of all places where work is undertaken in connection with this Agreement. Subject to attorney-client privilege (the waiver of which may be made by the City), and other reasonable professional and confidentiality obligations, the Texas General Land Office ("Department"), the United States Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives may be entitled to directly review, monitor, or audit the operational and financial performance or records of work performed under this Agreement. Firm shall retain all records related to its performance under the Agreement for five years after either (1) this Agreement terminates or (2) final payment and all pending matters thereunder are closed, whichever is later. This provision does not affect the applicable statute of limitations.

**J. Enforcement**

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Firm shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the Firm's compliance with this Agreement, with the exception of those documents made confidential by Federal or State law or regulation.

**K. Ambiguities**

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

**L. Survival**

The Firm shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

**M. Publicity**

The Firm shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the City Attorney.

**N. Parties in Interest**

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the Firm only.

**O. Successors and Assigns**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

**P. Business Structure and Assignments**

The Firm shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Attorney's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, the Firm shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

The Firm shall not delegate any portion of its performance under this Agreement without the City Attorney's prior written consent.

**Q. Remedies Cumulative**

Unless otherwise specified, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

**R. Firm Debt**

IF FIRM, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT FIRM HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY FIRM IN WRITING. IF FIRM DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO FIRM UNDER THIS AGREEMENT, AND FIRM WAIVES ANY RECOURSE THEREFOR.

FIRM SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

**EXHIBIT "A"**  
**SAMPLE TASK ORDER**

**Agreement Number:** \_\_\_\_\_  
**Task Order Number:** \_\_\_\_\_

This Task Order is established between City of Houston ("City") and Shannon, Martin, Finkelstein, Alvarado & Dunne, P.C. ("Firm"). This Task Order is entered into pursuant to and incorporates by reference all the terms of the Agreement for Professional Services, with the City effective on the Countersignature Date of the Agreement ("Agreement"). In the event the terms of this Task Order are inconsistent or conflict with the Agreement, the Agreement shall control. This Task Order is to be identified from other task orders by the number of this Task Order. The services authorized under this Task Order are described below:

**Effective Date:** The date of the final signature of the parties, as set forth on the signature page hereof.

**Legal Services to be Performed/Scope of Services or Work**

TBD

**Additional Flow Down Provisions:**

Applicable requirements of the Funding Source.

**Anticipated Funding Source**

TBD

**Deliverables (if any)**

TBD

**Assumptions**

TBD

**Personnel and Rates**

Personnel Name and Title	Rate
	\$
	\$
	\$
	\$

**Reimbursable Expenses, if applicable**

In addition to Expenses authorized by the Agreement, delivery fees approved in advance by the Handling City Attorney.

**Commencement Date and Termination Date or Termination Provisions:**

The Commencement Date of this Task Order is the date of the final signature of the parties, as set forth below. The termination provisions related to this Task Order are the same as those set forth in the Agreement pursuant to which this Task Order is issued. The Termination Date of this Task Order shall be the earlier of the date of termination of the Agreement, the date that the Maximum Fee set forth has been incurred or one hundred and eighty days from the Commencement Date. In the event additional time is necessary to complete the Legal Services described in this Task Order, the Handling City Attorney is authorized to extend the Termination Date as necessary to complete the transaction.

**Estimated Fees**

The method of calculating fees under this Task Order shall be hourly billing. The estimated fees for this Task Order is \$ TBD. If this Task Order is for a loan or grant transaction, the recipient of the funds may pay the fees at the closing of the transaction.

**Maximum Fee**

Firm represents that all of the legal services for this Task Order can be provided for a fee, including expenses, not to exceed \$ \_\_\_\_\_.00 which is funded by the attached service release order. **City shall have no obligation to pay any sum greater than \$ \_\_\_\_\_ for legal services described herein.**

[Signatures Follow]

APPROVED:

\_\_\_\_\_  
Handling City Attorney  
City of Houston Legal Department

\_\_\_\_\_  
Date

AGREED AND ACCEPTED:

**CITY OF HOUSTON DEPARTMENT OF HOUSING  
AND COMMUNITY DEVELOPMENT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

AGREED AND ACCEPTED:

**[FIRM]** \_\_\_\_\_, a

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

## **TASK ORDER**

**Agreement Number:** \_\_\_\_\_

**Task Order Number:** 1

This Task Order is established between City of Houston ("City") and Shannon, Martin, Finkelstein, Alvarado & Dunne ("Firm"). This Task Order is entered into pursuant to and incorporates by reference all the terms of the Agreement for Professional Services, with the City effective on the Countersignature Date of the Agreement ("Agreement"). In the event the terms of this Task Order are inconsistent or conflict with the Agreement, the Agreement shall control. This Task Order is to be identified from other task orders by the number of this Task Order. The services authorized under this Task Order are described below:

**Effective Date:** The date of the final signature of the parties, as set forth on the signature page hereof.

### **Legal Services to be Performed/Scope of Services or Work**

Legal services related to a \$2,500,000.00 loan transaction ("City Loan") to partially finance the development of Briarwest Apartments, a 120-unit affordable rental housing community containing a mix of one, two and three-bedroom units ("Community"). The development will target a variety of income levels, including families earning between 50 and 60 percent of Area Median Income.

The City Loan will be made to NH Briarwest LP or its affiliate, ("Borrower") and will utilize funds from the Community Development Block Grant-Disaster Recovery (CDBG DR-17) funds provided pursuant to a contract between the City and the Texas General Land Office (GLO) (CDBG DR-17 Contract) for use by the City's Multifamily Rental Housing Program to provide affordable rental units for low- to moderate-income households within the City of Houston ("CDBG-DR17 Multifamily Program"). Borrower proposes to lend the proceeds of the City Loan to the owner of the Community ("Owner"), which will be an affiliate of Borrower. As collateral for the City Loan, Borrower will convey to the City a security interest in the Note and Deed of Trust from Owner. Borrower expects to receive a tax credit commitment from the Texas Department of Housing and Community Affairs. An interest in Owner, based on 9% tax credit equity, will be sold to a tax credit investor. A construction loan ("Senior Loan") may bridge the funding of the tax credit equity. The City Loan may be subordinate to a Senior Loan and/or a permanent loan which would take out the Senior Loan; however, the Restrictive Covenants imposed pursuant to the City Loan shall be superior to any lien evidencing or securing any Senior Loan.

The City Loan term will be 18-years, including a 24-month construction term, and the affordability period will be 40-years and will commence when the period is completed. Following project completion, the outstanding balance of the note shall accrue interest at 1% per annum, and the borrower will pay an annual installment equal to the lesser of (i) 1% annually on the outstanding balance of the loan plus accrued unpaid interest, if any, or (ii) 50% of net cash flow, provided the default rate interest of 10% per annum will accrue in the event of default. Interest shall be

calculated utilizing a 360-day basis for the actual number of days principal is outstanding. Unpaid interest will accrue and will be payable from future available cash flow.

If the loan is not in default at the end of the 20-year term, unpaid principal and interest may be subject to partial recapture during an event of sale or a cash-out refinance.

Until completion of the project, the City will have full recourse against Blazer-Nantucket Holdings, LLC Brown pursuant to a performance guaranty of completion.

The documents shall also include the City's Workforce Protection Standards.

Firm will be working with the City through the Housing and Community Development Department and will be supervised by the City of Houston Legal Department.

The **Scope of Work** for the transaction includes the following:

- (1) Review and revise City's recently updated CDBG-DR17 loan agreement and related documents, including but not limited to the loan agreement, note, deed of trust, land use restriction agreement, guaranty, inter-creditor agreement, construction documents and payment, performance and maintenance bonds to reflect the structure of the transaction;
- (2) Assist the City in the negotiation of its loan documents with Borrower, Owner, Guarantor, Tax Credit investor and senior lender, as applicable;
- (3) Assist in the negotiation of the final term sheet, if applicable;
- (4) Review documentation related to Senior Loan and organizational documents of Borrower, Owner and guarantor, as applicable;
- (5) Review title to the land and review all documents in connection therewith to be sure the City's interest in the project is secured;
- (6) Represent the City at the closing of the loan transaction;
- (7) Provide legal services consistent with the Applicable Laws and the best practices in the industry and consistent with the City of Houston Policy on Engagement of Outside Legal Counsel, which is available for review through the link: <http://www.houstontx.gov/legal/outsidecounsel.pdf>; and
- (8) Provide such other services as may be requested by the City Attorney.

Time is of the essence. The City expects that you will provide draft documents within seven days following the initiation of the assignment and the delivery of limited background documentation regarding the transaction. The final loan agreement, which shall include the forms of the City's closing documents, is expected to be executed by the

Borrower within thirty days following the initiation of the assignment. Time of closing to be at the discretion of the Housing and Community Development Department and could be within eight weeks following initiation of assignment.

**Additional Flow Down Provisions:**

The loan documents shall comply with, and shall require that, the Borrower and Owner comply with, the requirements of the CDBG-DR17 Program.

**Anticipated Funding Source**

CDBG-DR17

**Deliverables (if any)**

CDBG-DR17 loan agreement and related form and closing documents, including but not limited to the loan agreement, note, deed of trust, land use restriction agreement, guaranty, inter-creditor agreement, construction documents and payment, performance and maintenance bonds.

**Assumptions**

N/A

**Personnel and Rates**

<b>Firm Attorney</b>	<b>Title</b>	<b>Standard Hourly Rate</b>
Nancy F. Martin	Shareholder/Lead Attorney	\$ 390.00/hr.
Reesa Hedrick	Senior Attorney	\$ 375.00/hr.
Regan Jones	Attorney	\$ 185.00/hr.
Francie Sargent	Paralegal	\$ 100.00/hr.
Maribel Perez	Legal Assistant	No Charge

**Reimbursable Expenses, if applicable**

In addition to Expenses authorized by the Agreement, delivery fees approved in advance by the Handling City Attorney.

**Commencement Date and Termination Date or Termination Provisions:**

The Commencement Date of this Task Order is the date of the final signature of the parties, as set forth below. The termination provisions related to this Task Order are the same as those set forth in the Agreement pursuant to which this Task Order is issued. The Termination Date of this Task Order shall be the earlier of the date of termination of the Agreement, the date that the Maximum Fee set forth below has been incurred or one hundred and eighty days from the Commencement Date. In the event additional time is necessary to complete the Legal Services described in this

Task Order the Handling City Attorney is authorized to extend The Termination Date as necessary to complete the transaction.

**Estimated Fees**

The method of calculating fees under this Task Order shall be hourly billing. The estimated fees for this Task Order are \$40,000.00 for the Indirect Loan Transaction. It is anticipated that the Borrower will pay the fees for the Indirect Loan Transaction at Closing.

**Maximum Fee**

Firm represents that all of the legal services for this Task Order can be provided for a fee, including expenses, not to exceed \$40,000.00 which is funded by the attached service release order. **City shall have no obligation to pay any sum greater than \$40,000.00 for legal services described herein.**

**APPROVED:**

*DocuSigned by:  
René B. Bell*

René B. Bell

Handling City Attorney  
City of Houston Legal Department

10/4/2019

Date

**AGREED AND ACCEPTED:**

**CITY OF HOUSTON DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

*DocuSigned by:  
Tom McCasland*

Print Name: Tom McCasland

Title: Director

10/4/2019

Date

**AGREED AND ACCEPTED:**

**SHANNON, MARTIN, FINKELSTEIN, ALVARADO & DUNNE, P.C**

*DocuSigned by:  
Nancy Martin*

Print Name: Nancy Martin

Title: Shareholder

10/3/2019

Date

## **EXHIBIT "B"**

### **CITY OF HOUSTON OFFICE OF THE CITY ATTORNEY POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL**

#### **I. DEFINITIONS**

- A. "Handling City Attorney" means the assistant City attorney who has been assigned to supervise the Firm's provision of legal services in accordance with the terms of the professional services contract between the Firm and the City.
- B. "City" means the City of Houston, Texas.
- C. "Firm" means the outside law firm retained by the City to provide legal services to the City.
- D. "Agreement" means a written professional services contract between the Firm and the City for provision of legal services to the City. Agreement includes a City Purchase Order with an Addendum issued by the City for the provision of legal services.

#### **II. INTRODUCTION**

When contracting with the Firm, the City of Houston Legal Department expects to receive the highest caliber of professional legal services at the most reasonable price. All Firms providing legal services to the City shall comply with the provisions and directives contained in this Policy. Unless specifically agreed otherwise in writing, this Policy on Engagement of Outside Legal Counsel ("Policy") shall supplement any related Agreement between the Firm and the City. To the extent one or more provisions of the Policy are inconsistent with the terms of the Agreement, the Agreement will govern as to the inconsistent Policy provision.

#### **III. THE FIRM'S PROVISION OF LEGAL SERVICES**

##### **A. The Firm's Staff**

1. Concurrent with execution of the Agreement, the Firm shall advise the Handling City Attorney which lawyers in the Firm will provide such legal services. Firm shall not use or bill for additional lawyers or staff without prior approval by the City Attorney.
2. Only one attorney from the Firm shall attend meetings, depositions, arguments, discovery hearings, motion conferences, and so forth. The City will not pay for the participation or attendance of more than one attorney at events absent the City Attorney's prior written approval. In the case of trials and major hearings, the Firm may have a second person attend, with the City Attorney's prior written approval.
3. As the Firm has been retained due to its expertise, the City will not pay and the Firm will not bill or invoice for any time spent or expenses incurred in educating

Firm members or employees in procedural matters or the substantive law applicable to the legal matter the Firm is handling for the City.

4. The City acknowledges that staffing changes at the Firm may be necessary from time to time. However, once the Firm's attorneys or legal assistants have begun handling a legal matter for the City, the City will not pay, and the Firm will not bill or invoice, for any resulting "downtime", "learning time", or expenses that may result from a staffing change at the Firm.

**B. Coordination of Work with the City Attorney's Office**

1. The Firm shall inform the Handling City Attorney of any relevant developments relating to the legal matter being handled by the Firm, including (but not limited to):

- a. Due dates for:
  - (1) Responses to pleadings.
  - (2) Responses to discovery.
- b. Hearing and trial dates.
- c. Briefing deadlines.
- d. Motion deadlines.
- e. Witness meetings and depositions.

2. If the Handling City Attorney needs to be present at a meeting with the Firm, then the Firm shall schedule the meeting at a time and place convenient for the Handling City Attorney.

3. The Firm must promptly provide drafts of any original briefs, pleadings, or other documents ("Documents") it creates in the course of handling a legal matter for the City to the Handling City Attorney, for his or her approval and a copy of documents once finalized. The City shall not pay the Firm for the fees and expenses the Firm incurs in creating such Documents until the Firm provides them to the Handling City Attorney.

4. The Firm shall ensure that the Handling City Attorney receives copies of the following items in a timely manner.

- a. All pleadings filed by all parties involved. Pleadings shall include motions and exhibit documentation.
- b. All correspondence between the parties, their counsel, or the court.

5. In cases involving litigation, the Firm shall provide a pre-trial memorandum of legal issues and potential outcomes to the Handling City Attorney at least two weeks before commencement of the trial. The Firm shall provide a post-trial memo if requested by the Handling City Attorney.

6. The Firm shall issue no press release, announcement or other release of information relating to legal matters on which it represents the City (or any party the City employs Firm to represent) without the prior consent of the City Attorney.

**C. Legal Resources**

1. The Firm's Use of the City Attorney's Office's Legal Resources

a. In order to reduce the City's legal costs where practicable, the Firm's attorneys shall make use of the legal personnel in the City Attorney's office, as well as any other personnel or facilities of the City. For example, the City's legal staff can help the Firm prepare discovery responses or schedule matters associated with the appearance or participation of City employees or officers. The Handling City Attorney will assist the Firm in coordinating such activities.

b. Prior to undertaking a legal research project, the Firm shall ask the Handling City Attorney to provide any research the City Attorney's Office has already performed regarding the legal matter the Firm is to handle for the City. Further, before the Firm undertakes a legal research project, the Handling City Attorney's prior approval is required.

c. In some cases, the Firm's attorney and the Handling City Attorney may share responsibilities for:

- (1) Document retrieval;
- (2) Pre-trial discovery;
- (3) Witness preparation;
- (4) Hearings;
- (5) Trial; and
- (6) Appellate work and argument.

2. Firm's Use of Other Legal Resources. When handling a legal matter for the City, the Firm shall use paralegal personnel whenever possible in order to reduce the City's overall legal costs.

**IV. PAYMENT**

**A. The Firm's Budget and Billing Policies**

1. Before the Firm begins handling a legal matter for the City, it shall provide to the City Attorney an initial budget which shall include, at a minimum, a list of each specific legal service the Firm shall perform for the City, including services subcontracted to MWBEs, if any, and include:

a. A detailed estimate of all fees, expenses, and costs the Firm shall charge for each legal service to be performed by the Firm;

b. The identity and billing rate of each of the Firm's attorneys and paralegals who are to perform each legal services;

c. The amount of time the Firm expects to take to perform each legal service and an explanation of when MWBEs will be engaged and the services or goods the MWBEs will be engaged to provide.

2. The Firm shall update its budget every six months or more frequently when requested by the City Attorney or Handling City Attorney. The Firm shall provide a copy of each revised budget to the City Attorney and Handling City Attorney and shall point out and explain each material modification or change from previous budgets.

3. *If it becomes apparent to the Firm that it will exceed its budget, the Firm must promptly notify the City Attorney and First Assistant City Attorney in writing, describing in detail the reason(s) why the Firm expects to or has overrun its budget.*

4. The City will not pay any amount in excess of the Firm's budget without the prior written approval of the City Attorney and, where appropriate, the City Council.

5. Failure to submit invoices **each month timely**, that is on or before the first business day of the month following the month in which services are rendered or expenses incurred, may result in the City denying or reducing payment for the invoiced amounts to the extent the invoiced amounts are (a) unverifiable or disputed by the Handling City Attorney or First Assistant City Attorney, or (b) otherwise prohibited or restricted as described in Section V, Monitoring Contract Funds.

#### **B. The Firm's Legal Fees**

1. The Firm shall bill the City **on a monthly basis** as follows:

a. The Firm shall identify the total amount to be charged to the City for all legal services provided by the Firm.

b. The Firm shall provide a billing report for each specific legal service performed by the Firm as identified in the Firm's budget. For each such legal service, the billing report shall record:

- (1) each date on which the legal service was performed,
- (2) the time expended performing legal services on each date,
- (3) each member of the Firm, who performed this legal service during this day,
- (4) the billing rate of each member of the Firm so identified,
- (5) the total charge for performance of the legal service by each Firm member during this day and time. A sample of this billing report is included in Exhibit "B1",
- (6) the then-current maximum allocation and the cumulative total of all charges billed to date to the City under this Agreement,

(7) the amount paid that month to MWBEs (identified by vendor name) under this Agreement, if any,

(8) the total of all charges paid to MWBEs to date under this Agreement, and said total payments expressed as a dollar amount and as percentage of the total contract value paid to MWBEs during the life of this Agreement and as a percentage of the cumulative total of all charges billed to date under this Agreement, and

(9) If the cumulative total that Firm has paid to MWBEs does not equal or exceed the percentage value of this Agreement required under the MWBE Compliance provision of this Agreement, if any, the billing report must include an explanation for the Firm's good faith efforts in awarding subcontracts or supply agreements to MWBEs and other reasons for the then-current level of MWBE engagement. By way of illustration, if the MWBE Compliance provision of this Agreement requires the Firm to make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to MWBEs, and the cumulative total of such awards is less than 24%, the billing report must include the explanation described in this subparagraph.

2. All time billed by the Firm shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service performed by the Firm's personnel during that time, in accordance with the list of legal services identified in the Firm's budget.

3. Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.

4. If the Firm expects to be compensated for a conference between two or more of the Firm's personnel without any participants from outside the Firm, then

a. The Firm employees shall not each charge the City for their time spent participating in the conference at their individual hourly billing rates. Instead, the Firm shall be compensated for the conference at an amount that is equal to a "special conference hourly billing rate" multiplied by the length of the conference (in hours). The "special conference hourly billing rate" shall not exceed 150% of the highest billing rate associated with the conference, which the Firm may determine in either of the two following ways:

(1) As equal to the per-hour billing rate of the Firm employee participating in the conference with the highest per-hour billing rate, or

(2) As equal to the pro rata billing rate for the conference, which shall be calculated as follows:

(a) Each member's hourly billing rate is multiplied by the number of hours that member participated in the conference;

- (b) Each member's individual per-hour billing rate charge is added together to arrive at the total amount of charges associated with the conference; and
- (c) The total amount of charges associated with the conference is divided by the number of Firm members participating in the conference.

b. The Firm must justify such an expense in writing at the time the bill for such a meeting is presented to the City, including a description of how the Firm arrived at the "special conference hourly billing rate" charged to the City for this conference.

### **C. The Firm's Expenses**

1. The City shall reimburse the Firm for the actual cost of out-of-pocket expenses incurred by the Firm which are related to the legal matter the Firm handles for the City, as follows:

#### **2. Specific Expense Provisions**

##### **a. Photocopy Expenses.**

- (1) Any photocopy expenses incurred by the Firm at a cost of more than 10 cents per page must be approved in advance by the Handling City Attorney.
- (2) Any photocopy costs in excess of \$500 for a single job must be authorized in advance by the Handling City Attorney. The Firm's request for approval of such photocopy costs must be accompanied by cost estimates provided by at least three (3) photocopy vendors, one of which may be the Firm itself.
- (3) Notwithstanding (1) and (2) above, the Firm shall use vendors such as court reporters and copying services under contract with the City whenever possible. The Firm should ask the Handling City Attorney to identify such contracts for its use.

##### **b. Travel Expenses.**

- (1) The Firm shall exercise prudence in incurring travel expenses. Travel expenses for lodging, meals, and out-of-town transportation shall be at reasonable rates and consistent with the City's travel policies. It shall be the Firm's responsibility to apprise itself of the City's travel policies; if clarification of such policies is required, the Firm may contact the Handling City Attorney for such clarification.
- (2) The Firm shall not charge for any time a Firm member spends traveling or providing legal services during travel, unless otherwise approved in advance by the City Attorney.
- (3) Whenever the Firm wishes to have more than one Firm member incur travel expenses related to the legal matter the Firm is

handling for the City, the Firm must request and obtain advance approval from the City Attorney for such travel expenses. This requirement applies regardless of whether the different Firm members incur travel expenses at the same time or at different times.

- (4) The Firm shall not charge for time or mileage while traveling within the City limits.
- c. Telephone / Telecommunications Expenses.
- (1) The City shall not pay for any of the Firm's local telephone expenses.
  - (2) The maximum time the City shall pay for the Firm's long-distance phone calls related to the legal matter the Firm is handling for the City (whether incurred for voice or data transmission) is 6 minutes, unless the Firm provides a detailed explanation justifying payment for a longer period.
  - (3) The City shall not pay for the following unless agreed to in advance and in writing by the Handling City Attorney:
    - (a) Fax charges for local numbers;
    - (b) Fax charges for long distance numbers at more than the cost of the call.
- d. The City shall not pay any of the following out-of-pocket expenses incurred by the Firm unless such payment is agreed to in advance by the City Attorney:
- (1) Secretarial or word processing services (normal, temporary, or overtime);
  - (2) Any staff service charges, regardless of when such charges are incurred, such as meals, filing, or proofreading.
- e. The following Firm expenses shall not be paid for by the City in any event:
- (1) Office supplies.
  - (2) Firm time spent responding to the City's billing inquiries or preparing bills, billing estimates, expense reports, budgets or status reports;
  - (3) Overhead, including but not limited to, after-hours air conditioning or heating and online legal research service fees (including but not limited to any Westlaw or Lexis charges or fees), however characterized.

3. The Firm shall bill the City for its expenses by submitting invoices detailing the following for each expense for which the Firm wishes to be reimbursed:

- a. Identification of the legal service performed for the City in which the Firm incurred the expense;

b. Identification of the specific expense incurred by the Firm, including but not limited to:

- (1) Long distance calls to the extent permitted under Section C(2)(c) as a reimbursable travel expense;
- (2) Photocopying;
- (3) Cost of transcripts;
- (4) Cost of expert witnesses; and
- (5) Court costs.

c. If the expense is a travel or out-of-town living expense, then the Firm shall itemize such expenses separately on an attached form and describe in specific detail the type of expense incurred and where applicable, the person incurring the charge or participating in the event. Allowable costs are:

- (1) Travel;
- (2) Lodging;
- (3) Business meetings;
- (4) Meals;
- (5) Taxis and similar ride-sharing or transportation network vehicles (e.g. Uber, Get Me, or Lyft); and
- (6) Case-related long-distance telephone or fax charges.

4. In addition to the above invoices, the Firm must also submit receipts or other documentation verifying each expense for which the Firm expects to be reimbursed by the City.

#### **D. Audits and Reviews**

1. At any time, representatives of the City may audit the Firm's invoices, billings, and invoicing and billing practices respecting the legal services the Firm provides to the City.

2. The Handling City Attorney shall review all bills and invoices and may request that the Firm reasonably adjust such bills and invoices to comply with the provisions and directives contained in this Policy.

#### **V. MONITORING CONTRACT FUNDS**

It is the Firm's responsibility to closely monitor expenditures under the contract and to notify the appropriate First Assistant City Attorney and the Handling City Attorney, in writing, when fees and expenses equal to 80% of the total contract funding have been accrued or committed, even if they have not yet been billed. At this point, the Firm shall stop providing services, unless instructed otherwise by the First Assistant City Attorney or City Attorney, until notified in writing that the City has allocated additional funding. The City has no obligation to pay for invoiced amounts in excess of the 80% allocation in the absence of prior, written approval from the First Assistant City Attorney or City Attorney. **THE CITY SHALL NOT HAVE ANY**

**OBLIGATION TO PAY AND SHALL NOT PAY FOR SERVICES RENDERED OR EXPENSES INCURRED AFTER ALLOCATED FUNDS ARE EXHAUSTED.**

**VI. TERMINATION**

Despite the termination provisions set out in the professional services contract agreement between the City and the Firm, the Firm shall not terminate the agreement and stop providing legal services to the City in the following situations:

- A. Within 30 days of a deadline stated in the applicable docket control order;
- B. Within 60 days of a trial setting or administrative hearing or any appellate deadline in the cause in question; or
- C. In any other situation in which the Firm's termination of legal services would result in substantial prejudice to the City's rights.
- D. The Firm may withdraw in accordance with the Texas Disciplinary Rules of Professional Conduct.

**THIS PROHIBITION OF TERMINATION OF THE AGREEMENT UNDER CERTAIN CIRCUMSTANCES DOES NOT AFFECT THE FIRM'S OBLIGATION TO SUSPEND THE PROVISION OF SERVICES UNDER SECTION V ABOVE.**

**Exhibit B1**

**FIRM LETTERHEAD**

**PRIVILEGED AND CONFIDENTIAL**

DATE

INVOICE NUMBER: 2304

(ACH and Electronic Transfer information optional)

City Attorney  
City of Houston  
P.O. Box 368  
Houston, Texas 77001-0368  
Attention: Handling City Attorney

For Professional Services rendered from June 1, 2019 to June 30, 2019

Re: Agreement or Purchase Order Number \_\_\_\_\_

(Brief description of legal matter) \_\_\_\_\_

(Style of case if in litigation) \_\_\_\_\_

**Professional Services**

<b>Date</b>	<b>Name</b>	<b>Activity</b>	<b>Hours</b>
06-04-2019	RPS	Meet with Ms. Jones regarding facts of the case and strategy	1.10
06-07-2019	MGI	Draft City's Plea to the Jurisdiction	0.80
06-24-2019	MGI	Prepare Motion for Summary Judgment	1.00
06-26-2019	RPS	Review plaintiff's response to City's MSJ on Limitations	0.20
06-28-2019	RPS	Attend pretrial conference	2.10

Professional Services Total

Hours

Amount

\$ \_\_\_\_\_

**Time Summary**

<b>Initials</b>	<b>Name</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
RPS	Robert Paul Smith	3.40	\$340.00	\$1,156.00
MGI	Marta Gomez Ibarra	1.80	\$220.00	\$396.00

<b>Additional Charges:</b>	<b>(documentation attached)</b>	<b>Amount</b>
Photocopies		\$15.24
Long-Distance Telephone Charges		\$5.32
Total Expenses		\$20.56

Expenses for MWBE (identify MWBE by vendor name) \$1,200.00

Total amount of this bill \$2,772.56

Total Allocation (total maximum contract amount) \$10,000.00

Amount Remaining in Contract (as of date of bill) (e.g., Total Allocation – Cumulative total of all charged to date) \$2,000.00

Cumulative Total Amount Billed (as of date of bill) (e.g., cumulative total of all charged to date) \$8,000.00

**Balance Due 07-01-2019 \$2,772.56**

Amount paid to MWBE firms this month/billing cycle \$1,200.00

Cumulative total amount paid to MWBE firms (as of date of bill) \$1,920.00

Cumulative payments to MWBEs as a percentage of the Cumulative Total Amount Billed 24.00%

Cumulative payments to MWBEs as a percentage of the Total Allocation 19.20%

**EXHIBIT "C"****FEE SCHEDULE**

The billing rate fees for legal services for the Firm's representation of the City of Houston under this Agreement shall not exceed the following:

A. Hourly Rates/Attorneys-Paralegals or Legal Assistants ("Hourly Rates")

<b>Firm Attorney</b>	<b>Title</b>	<b>Standard Hourly Rate</b>
Nancy F. Martin	Shareholder/Lead Attorney	\$ 390.00
Reesa Hedrick	Senior Attorney	\$ 375.00
Francie Sargent	Paralegal	\$100.00
Maribel Perez	Legal Assistant	No charge

The above rates will be effective through June 30, 2021. After June 30, 2021, the above rates shall remain in effect unless the Firm notifies the City of a change in rates. Any change in rates shall be commercially reasonable and may influence the City's decision to continue work under existing Task Orders and to award additional task orders. The Firm shall not invoice the City and the City shall have no obligation to pay any fees for hourly rates in excess of those rates listed above, subject to the specific changes described above.

B. Alternative Billing Arrangement: Discounted hourly rates are shown above.

Each Task Order shall establish the method of calculating fees.

**EXHIBIT "D"**

**DRUG POLICY COMPLIANCE AGREEMENT**

I, Nancy Martin, Partner, as an owner or officer of Shannon, Martin, Finkelstein, Alvarado & Dunne, P.C. LLP (Contractor) have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug-testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

10/3/2019  
Date

Shannon, Martin, Finkelstein, Alvarado & Dunne, P.C.  
 DocuSigned by:  
 Contractor Name  
Nancy Martin  
 99DD065562344E5...  
 Signature  
 Shareholder  
 \_\_\_\_\_  
 Title

**EXHIBIT "E"**

**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

I, Nancy Martin, Partner, as an owner or officer of Shannon, Martin, Finkelstein, Alvarado & Dunne, P.C. (Contractor) have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in ¶5.18 of Executive Order No. 1-31, that will be involved in performing professional legal services for the City of Houston in connection with this Agreement; or any related matters, or other legal services as the City Attorney requests.

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

10/3/2019  
(Date)

Shannon, Martin, Finkelstein,  
Alvarado & Dunne, P.C.

(Typed or Printed Name)

DocuSigned by:

Nancy Martin

99DD0C562344E5...

(Signature)

Shareholder

(Title)

## EXHIBIT "F"

### FEDERAL CONTRACT REQUIREMENTS

All references to "Firm" in this Exhibit shall apply to any contractor, or subcontractor performing work on behalf of the Firm pursuant to the foregoing Agreement/Contract. The following Federal Contract Requirements will generally apply to all Firms. Also see 2 CFR Part 200; applicable federal program requirements at 24 CFR Part 570 (CDBG), 24 CFR Part 92 (HOME), 24 CFR Part 574 (HOPWA), 24 CFR Part 576 (Emergency Solutions Grant); and applicable laws, rules and regulations relating to other programs administered by the U.S. Department of Housing and Urban Development ("HUD").

#### SECTION 1

#### Public Law 88-352 and Public Law 90-284; Affirmatively Furthering Fair Housing; Executive Order 11063

A. The Firm shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. §2000d et seq.) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Firm receives federal financial assistance. The Firm will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

B. The Firm shall comply with Public Law 90-284, which refers to Title VII of the Civil Rights Act of 1968, also known as the Fair Housing Act (42 U.S.C. §3601 et seq.), which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale of rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. In accordance with the Fair Housing Act, the Secretary of HUD requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR §5.150 through 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

C. Executive Order 11063, as amended by Executive Order 12259 (3 CFR §1959-1963 Com., p. 652; 3 CFR §1980 Comp., p 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, as applicable.

**SECTION 2**  
**Non-Discrimination in Programs and Activities**

The Firm shall comply with the Age Discrimination Act of 1975 and implementing federal regulations, 42 U.S.C. §6101 et seq., issued pursuant to the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act, or with respect to an otherwise qualified handicapped individual as provided in Chapter 126 of Title 42 and chapter 5 of Title 47 shall also apply to any Federal program or activity. (Also see 29 U.S.C.A. §794)

**SECTION 3**  
**National Flood Insurance Program**

A. If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

B. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973, as amended. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement.

**SECTION 4**  
**Displacement, Relocation, Acquisition and Replacement of Housing**

Firm understands that projects funded hereunder may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §4601-4655), as applicable; and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA.

**SECTION 5**  
**Employment and Contracting Opportunities**

A. **Executive Order 11246, as amended by Executive Orders 11375,11478, 12086, and 12107 (Equal Employment Opportunity)**

The Firm agrees as follows:

(1) The Firm will not discriminate against any employee or applicant for employment because of race, color, religion sex, or national origin. Firm will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(2) The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Firm will send to each labor union or representative of workers with which the Firm has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Firm's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR Part 60.

(5) The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of the U.S. Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Firm's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Firm may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.

(7) The Firm will include provisions similar to paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon subcontractors or vendors. The Firm will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that in the event the Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

**B. Section 3 Of The Housing And Urban Development Act Of 1968**

(1) The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. §1701u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Firm shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

(2) The Firm will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Firm certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

(3) The Firm shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Firm will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Firm shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135. The Firm shall not let any subcontract unless the subcontractor has provided the Firm with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

(5) Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

(6) The Firm shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

**SECTION 6**  
**Lead-Based Paint Poisoning Prevention Act**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R may apply to activities under the Agreement.

**SECTION 7**  
**Use Of Debarred, Suspended, Or Ineligible Contractors or Subrecipients**

A. The Firm shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5 or under the authority of the City.

B. The Firm shall not use federal funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**SECTION 8**  
**Uniform Administrative Requirements, Cost Principles and Audit Requirements**

The Firm shall comply with "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as set forth under 2 CFR Part 200, as applicable.

**SECTION 9**  
**Conflict Of Interest**

A. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR §200.112, shall apply. In all cases not governed by 2 CFR Part 200, the provisions of this section shall apply. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

- (i) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or

benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.

- (ii) The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient which receives funds under the federal award.

#### **SECTION 10** **Eligibility for Aliens Not lawfully Present in U.S.**

Firm understands that aliens not lawfully present in the U.S., as described in 49 CFR §24.208, are not eligible to apply for benefits under certain federal activities.

#### **SECTION 11** **Compliance With Clean Air And Water Acts**

This Agreement may be subject to the requirements of the Clean Air Act, as amended (42 U.S.C. §7401-7671q), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251-1387) and the regulations issued pursuant to the Clean Air Act and by the Environmental Protection Agency. In compliance herewith, the Firm agrees that:

- A. No facility to be utilized in the project or program is on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to **40 CFR §15.20**.
- B. The Firm will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §7401-7671q) the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251-1387).
- C. As a condition for the award of this Agreement, the Firm shall give prompt notice to the City of any notification of violations received from the Office of Federal Activities or the EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.
- D. The Firm will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.
- E. In no event shall any amount of the funds provided under the Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
- F. Firms who receive subcontracts/subgrants of amounts in excess of \$150,000 are required to agree to comply with all applicable standards, orders or regulations issued pursuant to

the Clean Air Act (42 U.S.C. §7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251–1387).

G. Any violations of this Section 12 must be reported to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA), and the City.

## **SECTION 12**

### **Architectural Barriers Act**

The Architectural Barriers Act of 1968 (42 U.S.C. §4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR §40.2 or the definition of "building" as defined in 41 CFR §101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 10119.6, for general type buildings).

## **SECTION 13**

### **The Americans with Disabilities Act**

The Americans with Disabilities Act, also referred to as the ADA (42 U.S.C. §12131; 47 U.S.C. §§155, 201, 218 and 225), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

## **SECTION 14**

### **Records For Audit Purposes**

Without limitation to any other provision of the foregoing Agreement/Contract the Firm shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient pursuant to 2 CFR §200.333. The Firm shall maintain records required by **24 CFR §135.92** for the period required under 2 CFR §200.333. The Firm will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation

of the program or project. The right to access shall continue as long as the records are required to be maintained **under 2 CFR §200.336.**

### **SECTION 15** **Audit Requirements**

A. Limited Scope Audit - Firm understands that Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review and audit as described hereinabove at Section 17. Firm further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 CFR Part 200, Subpart F - Audit Requirements.

B. Single Audit - Single Audit - Firm further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 CFR Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 CFR Part 200, Subpart F - Audit Requirements. Once the Contract is executed, Firm understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

### **SECTION 16** **Additional Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable**

(A) **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) **Davis Bacon Act, as amended (40 U.S.C. §3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award

a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) **Copeland Anti-Kick Back Act.** Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. §3701–3708).** Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) **Energy Policy and Conservation Act.** Firm must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

(G) **Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).** Firms that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(H) **Procurement of Recovered Materials.** See 2 CFR §200.322.

## EXHIBIT "G"

### CDBG-DR REQUIREMENTS

#### NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to a Community Development Block Grant – Disaster Recovery ("CDBG-DR") funded project, Contractor must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Contractor acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Contractor is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

#### **GENERALLY**

The Acts and Regulations specified in the Texas General Land Office Contract No. 19-147-001-B489;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

The Texas General Land Office Disaster Recovery Implementation Manual (available at <https://recovery.texas.gov/local-government/hud-requirements-reports/implementation-manual/index.html>);

The Texas General Land Office Hurricane Harvey Disaster Recovery Housing Guidelines, as amended (available at <https://recovery.texas.gov/local-government/hud-requirements-reports/housing-guidelines/index.html>);

City of Houston CDBG-DR program Guidelines, as amended (available at <https://recovery.houstontx.gov/hud-requirements-reports/#guidelines>); and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1 (available at <https://recovery.texas.gov/action-plans/hurricane-harvey/index.html>).

### **CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Contractor understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject

to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

**LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

**HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to U.S. Department of Housing and Urban Development ("HUD") programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

#### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5);

Suspension and Debarment (2 C.F.R. § 200.213); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, 24 C.F.R. § 570.606 and 49 C.F.R. Part 24.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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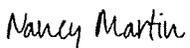
**EXHIBIT "I"****Lobbying Certification**

The undersigned Vendor certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Vendor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 USC § 3801 *et seq.*, apply to this certification and disclosure, if any.

Vendor Name:	Shannon, Martin, Finkelstein, Alvarado & Dunne, P.C.
President:	Nancy Martin
Name of Authorized Official:	Nancy Martin
Signature:	<small>DocuSigned by:</small> 
Date:	<small>99DD0C5562344E5...</small> 10/3/2019