

RESOLUTION NO. 2496
APPROVAL OF AWARDING A CONTRACT TO EJP CONSULTING GROUP FOR
TECHNICAL ASSISTANCE AND DEVELOPMENT CONSULTING SERVICES
NOT TO EXCEED \$250,000

WHEREAS, The Housing Authority of the City of Galveston, Texas (GHA) issued a Request for Proposals for Technical Assistance and Development Consulting Services on June 4, 2010; and

WHEREAS, GHA received proposals from three experienced firms with proven track records of assisting Public Housing Authorities redevelop housing after a disaster; and

WHEREAS, GHA has received and evaluated the proposals of interested consulting firms on the basis of technical experience, knowledge of financing and partnership structures, access to best practices information, expertise regarding public housing redevelopment, and the ability to prepare applications on behalf of the housing authority for various grant opportunities; and

WHEREAS, GHA has identified EJP Consulting Group (EJP), as the most qualified firm to provide technical assistance and development consulting services; and

WHEREAS, GHA would like EJP to be its primary consultant and would like to execute a contract with the aforementioned firm that will not exceed \$250,000; and

WHEREAS, compensation for the work performed by EJP will be drawn down using a task order system and the board will receive monthly reports on the progress made toward redevelopment efforts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the Executive Director to execute a contract in compliance with the Section 3 Policy to be adopted and is not to exceed \$250,000 for development and technical assistance with EJP Consulting Group.

Approved January 24, 2011.

	AYES	NAYS	ABSTENTIONS	ABSENCES
Paula Neff	_____	_____	_____	_____
James Dennis	_____	_____	_____	_____
Tom Larue	_____	_____	_____	_____
Betty Massey	_____	_____	_____	_____

Certified and signed by:

 Harish Krishnarao, Secretary/Executive Director
 For the Board

Summary

The Galveston Housing Authority has negotiated a contract with EJP to serve as a technical advisor and development consultant. The contract will not exceed \$250,000.

The Galveston Housing Authority ("Authority") is implementing a holistic redevelopment initiative that will include a mixed-income, mixed-finance strategy to rebuild the 529 units destroyed by Hurricane Ike. The strategy will include, but not necessarily be limited to, redeveloping the Authority's current sites (Magnolia Homes, Cedar Terrace, and Oleander Homes) and additional scattered site development.

The Consultant will serve as a technical advisor to assist in developing and executing a comprehensive redevelopment strategy. The Consultant will provide technical assistance, guidance and structured training to the Authority's staff to facilitate timely project plan development and plan execution for the Authority's mixed-income, mixed-finance strategy and Master Plan Redevelopment.

Company Profile

EJP is a women-owned business that specializes in the redevelopment of public communities and increasing the economic self-sufficiency of public housing residents. EJP partners have worked together for more than ten years. They have a strong HOPEVI track record, program management experience, knowledge of Texas programs, and are familiar with HUD regulations.

CONTRACT

Page Of

Contract No: C-11-001

Effective Date: **January 10, 2011**

2.

3. Requisition Project #:
Resolution 2473

4. Awarded by:
**Galveston Housing Authority
4700 Broadway
Galveston, Texas 77551**

5. Name and Address of Contractor:
**EJP Consulting Group, LLC
7 Greenough Avenue
Jamaica Plain, MA 02130**

6. Delivery:

7. Submit Invoices to/Payment will be made by:
**Galveston Housing Authority
4700 Broadway
Galveston, TX 77551
Attn: Finance Dept**

8. Accounting/Appropriation Date:

9a. Item No.	9b. Supplies or Service	9c. Quantity	9d. Unit	9e. Unit Price	9f. Amount
	Consulting Services per attached				NTE \$ 250,000

9g. Total Amount: \$ **NTE 250,000**

10. Table of Contents

Sec.		Page #		Sec.		Page #
A.	Contract Form			F.	Contract Admin. Data	
B.	Supplies or Services Pricing Schedule			G.	Special Contract Requirements	
C.	Specifications/Statement Of Work			H.	Contract Clauses	
D.	Delivery or Performance			I.	List of Attachments	
E.	Inspection and Acceptance					

11. Contractor's agreement. (Sign this document and return __ copies to the GHA.) The contractor agrees to furnish and deliver all items or perform all services set forth in or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the attached documents.

12. Contractor's Signature:

(Name & Title)

(Date)

(Signature of person authorized to sign)

13. GHA Signature:

(Name of Contracting Officer)

(Signature of Contracting Officer)

**CONTRACT
Between**

GALVESTON HOUSING AUTHORITY

and

EJP Consulting Group, LLC

ISSUED BY: Galveston Housing Authority
4700 Broadway
Galveston, TX 77551

CONTRACTOR: EJP Consulting Group, LLC
20201 21st Place NW
Shoreline, WA 98177
EJP Contracting Officer: Gayle Epp

PRICE: Not-to-Exceed Value of \$250,000

EFFECTIVE DATE: January 24, 2011

TYPE OF CONTRACT: Not-to-Exceed Value
Issued as Task Orders

CONTENTS: This Contract consists of the following:

Cover Page	
Articles I-XXII:	Contract Provisions
Attachment I:	Statement of Work and Fee
Attachment II:	EJP Proposal in response to GHA's RFP, included by reference only

CONTRACT
Between
GALVESTON HOUSING AUTHORITY
and
EJP Consulting Group, LLC

WHEREAS, the Galveston Housing Authority (hereafter referred to as GHA or "Client") and EJP Consulting Group, LLC, (hereafter referred to as "Contractor" or "EJP ") desire to enter into an agreement (hereafter referred to as "Contract") under which Contractor shall provide services as set forth hereinafter; and

WHEREAS, it is the objective of the parties to this Contract to ensure that the services provided by EJP, a certified woman-owned business, are obtained in an effective, systematic and professional manner that is consistent with GHA needs.

In consideration of the foregoing, and the mutual promises contained herein, GHA and EJP agree as follows:

I. SERVICES TO BE PROVIDED BY EJP Consulting Group, LLC

The Contractor shall provide professional services to assist GHA with developing and implementing a comprehensive redevelopment strategy for the replacement of 529 public housing units and other housing to address the needs of the City and the County, as described in Attachment I.

Additional Services that may be required shall be agreed to by mutual written agreement of both parties.

II. PERIOD OF PERFORMANCE

The term of this Contract will commence on January 24, 2011 and continue through July 24, 2012. GHA reserves the right to extend the term of the contract for a period of one (1) year. Any changes to the period of performance may be accomplished only through mutual written agreement to this Contract of both parties.

III. COMPENSATION

The total Not-to-Exceed value of this contract is \$250,000. Individual Task Orders will be negotiated on an as needed basis in accordance with Attachment I. Where feasible, individual Task Orders will be fixed price and include a detailed scope of services, schedule, deliverables, and fixed fee. GHA must review and approve each Task Order in writing. Fixed price Task Orders will be billed monthly on a percentage-completed basis. Time and Materials Task Orders will be billed monthly based on hours worked, hourly billing rates, and documentation of travel and other direct costs.

Any additional services requested by GHA will be subject to a mutually agreeable equitable adjustment to the Task Order price.

Payments will be due Net 30 days from date of invoice stating amount due.

IV. CHANGES

If the Contractor at any time believes that any technical direction constitutes a change in the scope of work that would affect the terms of this Contract, it shall immediately seek clarification, in writing, from the GHA Contracting Officer. EJP shall not proceed with the changed scope of work unless GHA and Contractor agree in writing to the change and any associated change in price.

V. FORCE MAJEURE

Neither party shall be liable or deemed to be in default under this Contractor for any delay or failure to perform resulting from a force majeure event beyond the control of either party. Force majeure events include but are not limited to: riots, civil disorder, terrorist attacks, earthquakes, fire, explosion, storm, flood or other extraordinary adverse weather conditions, strikes, lockouts or other industrial actions not caused by either party.

VI. INSURANCE

EJP shall maintain insurance coverage with the following limits (on an occurrence basis) during the term of this Agreement and shall provide GHA with a copy of the insurance policies:

- A. Comprehensive General Liability insurance in commercially reasonable amounts not less than an Aggregate Amount of \$1 million for the indemnification article set forth in this Article and Broad Form Property Damage for claims of Bodily/Personal Injury and Property Damage.
- B. Automobile Liability, including owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence and in the aggregate for claims of Bodily/Personal Injury and Property Damage.

VII. RELATIONSHIP OF THE PARTIES

The Contractor's relationship with GHA in the performance of this Contract is that of independent contractors. Nothing contained in the Contract will place the parties in the relationship of partners, joint venturers, principal-agent, or employer-employee, and neither party will have any right to obligate or bind the other in any manner whatsoever.

VIII. DISPUTES

In the event of a dispute, both parties agree to enter into discussions to pursue mediation and/or resolve the dispute. If no agreement is reached, either party may litigate any dispute arising under or relating to this Contract before any State or Federal court of competent jurisdiction in the State of

Texas. EJP hereby consents to the jurisdiction of such courts and agrees that venue for any action shall lie exclusively in the State of Texas.

IX. TERMINATION

- A. This Contract may be terminated by either of the parties for cause upon at least thirty (30) days written notice given to the other party. If, within thirty (30) days after receipt of the termination notice, the party receiving notice shall not have corrected the cause for termination or, if the default giving rise to such termination is not reasonably capable of cure within such 30 day period and the receiving party has not begun in good faith to correct the cause or pursuing curative action with diligence, then this Contract shall terminate on the termination date specified in the notice unless the party initiating the notice rescinds, suspends, or postpones the notice in writing to the other party.
- B. GHA may terminate this Contract for convenience in whole or in part upon thirty (30) days written notice to the Contractor. Upon any terminations for convenience, Contractor shall immediately suspend incurring further costs.
- C. Contractor shall be reimbursed for all incurred costs as well as any uncancellable commitments incurred prior to the effective date of termination.

X. DELAYS BY CLIENT

If the performance of all or any part of the work is, for an unreasonable period of time, delayed by an act of GHA in the administration of this Contract, or by its failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract necessarily caused by such unreasonable delay, and the Contract shall be modified in writing accordingly and signed by both parties. However, no adjustment shall be made under this clause for any suspension or delay to the extent that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor.

No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred within the provisions of this clause.

XI. INDEMNIFICATION

- A. ***EJP Indemnification of GHA.*** To the extent of its negligence, the Contractor agrees to protect, defend, indemnify, keep, save and hold GHA, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") relating to Contractor's performance or failure to perform under this Contract.
- B. ***GHA's Indemnification of EJP.*** To the extent of its negligence, GHA agrees to protect, defend, indemnify, keep, save and hold the Contractor, its officers, officials, employees and agents free

and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") relating to GHA's performance or failure to perform under this Contract.

- C. **Joint Negligent Action.** If the negligence of both GHA and EJP is the sole cause of such liability, the liability of such expenses shall be shared by GHA and EJP in proportion to their relative degrees of negligence and the Contractor's obligation of indemnity shall apply for such proportion.
- D. **Non-Liability of Public Officials.** No member, official, employee or agent of the GHA, HUD or the City of Galveston shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by GHA or for any amount, which may become due to the Contractor or on any obligation under terms of this Agreement.

XII. LIMITATIONS OF LIABILITY

In no event shall GHA and the Contractor, their affiliates or employees be liable to each other for any special, indirect, or consequential damages of any nature arising out of or in connection with this agreement unless the same are covered by insurance.

XIII. ASSIGNMENT OR DELEGATION

Contractor may not assign its rights or delegate or subcontract its duties under this Contract unless GHA shall have given its prior written consent thereto, which consent shall not be unreasonably conditioned, withheld or delayed. In that regard, GHA acknowledges that Contractor has included Abt Associates, JHP Architects, CDS Market Research, and CSG Advisors as subcontractors in its Proposal, and may engage future subcontractor(s) in connection with certain tasks, and GHA shall upon Contractor's request, approve a list of subcontractors submitted by Contractor. GHA may, for good cause, reject a proposed subcontractor and Contractor agrees not to use any subcontractor, which is rejected by GHA. If a subcontractor is engaged to perform services identified in Attachment I, Statement of Work, no additional compensation will be required.

XIV. CONFIDENTIAL INFORMATION AND NO CONFLICT OF INTEREST

GHA and Contractor each possess technical information and data of a confidential nature relating to this program (hereinafter referred to as "Information"). Each party to this Agreement is willing, in accordance with the terms and conditions set forth below, to disclose such Information to the other party for the purposes of execution of this Agreement. Except as otherwise expressly provided herein, the receiving party agrees not to divulge to any third party any Information disclosed by the disclosing party hereunder (except to those of its employees who require knowledge of the same in the performance of their regular duties), and not to make any use of such Information, except for the foregoing purposes, without the prior written consent of the disclosing party; provided however, any

Information provided to EJP shall be marked or identified as confidential or proprietary to be afforded the restrictions specified herein. The foregoing obligations of confidentiality shall not apply to:

- i. Information, which, at the time of disclosure, is in the public domain;
- ii. Information, which, after disclosure, becomes part of the public domain through no fault of the receiving party;
- iii. Information which was in the receiving party's possession at the time of disclosure; or
- iv. Information, which is rightfully disclosed by a third party.

The obligations of confidentiality under this Agreement shall terminate upon the expiration of five (5) years from the date of receipt of Information by the receiving party.

XV. CONVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no individuals have been employed to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the GHA the right to terminate this Contract or, at its discretion, to deduct from the Contractor's fee the amount of such commission, brokerage, or contingent fee.

XVI. NONDISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religion, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, color, religion, age, 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 Contractor further agrees to insert the foregoing provisions in all subcontracts made in connection with the services called for under this Contract.

XVII. SEVERABILITY

If any provisions of this Contract shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract other than the portions determined to be invalid or unenforceable shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law.

XVIII. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements and representations of the parties, whether written or oral, are merged herein and shall be of no further force or effect. This Contract cannot be changed or modified except in writing signed by both parties.

XIX. CAPTIONS

The descriptive section headings in this Contract have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions thereof.

XX. NO WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

XXI. COMPLIANCE WITH ALL LAWS/GOVERNMENT ORDERS

This Contract shall comply at all times with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state, and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Contract.

The Contractor shall take steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises and labor surplus firms.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin.

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted shall be deemed inserted whether or not they appear in this Contract.

A. **Non-Discrimination and Other Federal Requirements.** Specifically, the Contractor shall comply with all applicable requirements of the following, as the same may be amended from time to time, including but not limited to the following:

1. **The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CCFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109.**
2. **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1.**
3. **Age discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146.**
4. **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 25 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36.**
5. **Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations at 24 CFR Part 135.**

6. **Sub-grantee/Contractor/Subcontractor Certifications and Assurances**, which has been signed by the Contractor and submitted as part of the EJP proposal.
7. **Executive Order No. 11246**, which relates to the Equal Employment Opportunity requirements of federally funded programs.

B. **Prompt Actions.** The Contractor shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority which imposed by federal, state, county or municipal authority.

XXII. NOTICES

Any notice required under any provisions of this Contract shall be in writing and shall be delivered to the following addresses.

Galveston Housing Authority
 Attn: Harish Krishnarao, Executive Director
 4700 Broadway
 Galveston, TX 7 7551

EJP Consulting Group
 Attn: Gayle Epp
 7 Greenough Avenue
 Jamaica Plain, MA 02130

Notices shall be delivered by postage prepared U.S. Certified Mail return receipt requested or by overnight courier service. Notices shall be effective only upon actual receipt.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly signed and executed with the intention of becoming legally bound thereby.

FOR: Galveston Housing Authority
 BY: Harish Krishnarao
 DATE: 01/26/2011

FOR: EJP Consulting Group, LLC
 BY: Gayle Epp
 DATE: 01.26.2011

Task Order #1

General TA related to GHA's Redevelopment Plan

Time & Materials

This is a Task Order for professional services issued under the January 24, 2011 Master Contract between EJP Consulting Group, LLC, with a principal place of business located at 20201 21st Place NW, Shoreline, WA 98177 (the "Contractor" or "EJP"), and the Galveston Housing Authority, a public body corporate and politic organized and existing pursuant to the laws of the State of Texas, with a chief administrative office located at 4700 Broadway, Galveston, Texas 77551 ("GHA" or the "Authority").

This Task Order is issued for specific activities authorized under an engagement to provide technical assistance, guidance and structured training to facilitate timely planning for and implementation of 529 public housing replacement units through a series of initiatives including scattered sites and mixed-income, mixed-finance communities. Task Orders under the Master Contract may be either Fixed-Price or Time & Materials with rates as specified in EJP's January 24, 2011 Master Contract.

A description of work (Section A) and named individual to be assigned to this Task Order (Section C) are provided below. The prime contractor will coordinate with a designated individual who will serve as Principal Point of Contact for the Authority (Section E).

A. Description of Work

The following types of services are authorized under this Task Order:

- Provide general technical assistance to develop a preliminary Redevelopment Plan with program information (no design work at this stage), detailed action steps and timelines, meet with GHA staff, Board and Purpose Built Communities; identify funding application opportunities; present to Board and key stakeholders.
- Review existing materials and studies commissioned by the Authority, including but not limited to, the Authority's Master Planning Study for Replacement Housing and the Authority's Redevelopment Plan, and offer recommendations for revisions and updates.
- Review all pertinent requirements and time constraints of Hurricane Ike recovery plans, Texas Department of Housing and Community Affairs (TDHCA), Houston/Galveston Area Council (H-GAC), Department of Housing and Urban Development's (HUD) Conciliation Agreement, Galveston County, City of Galveston, and other plans and ordinances or materials, as necessary, to adequately advise the Authority in its redevelopment efforts.
- Develop a master timeline for the redevelopment process and confirm all relevant deadlines.
- Attend meetings as reasonably requested by the Authority. The meetings may include meeting with the City of Galveston's Mayor, City Council, City

staff, HUD staff, Purpose Built Communities staff, community groups, former Authority residents, funders, etc.

- Share knowledge with Authority staff to grow their development and supportive services experience and capacity.
- Other supportive activities as reasonably requested and needed throughout the redevelopment phases, including but not limited to, providing technical assistance for housing operations and supportive services and drafting presentations for various meetings.

B. Period of Performance

Services authorized under this Task Order begin on January 25, 2011. Services to be provided under this Task Order are to end no later than June 30, 2011 unless otherwise amended.

C. Budget and Named Individuals

The following Team Members are named individuals for this Task Order. An hourly rate is shown for each named individual. Additional individuals may be named or substitutions may be made by joint agreement with the Authority. Such agreement will not be unreasonably withheld. Any written correspondence that documents agreement to modify the list of named individuals shall be considered incorporated by reference by written consent of the Authority without a need to execute a formal amendment to this Task Order. Billing rates are per the rate schedule in the Master Agreement. Unless otherwise agreed, it is assumed that the named individuals will be available as needed but with reasonable notice for project activities within the period of performance.

<i>EJP Team Member</i>	<i>Hourly Rate</i>
Gayle Epp, Partner, EJP	\$182
Scott Jepsen, Partner, EJP	\$161
Rhae Parkes, Partner, EJP	\$146
Travel and other direct expenses	Billed with a 10% Admin Fee
Total Budget, Not To Exceed	\$30,000

Work to be invoiced monthly on based on hours worked and travel and other direct expenses incurred.

Total Task Order Value (Labor & Direct Expenses), Not To Exceed	= \$30,000
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D. Named Deliverables

Deliverables to include drafting/editing of GHA materials, training materials as needed, participation on conference calls, site visits as requested by GHA, Redevelopment Plan summary, assistance with funding requests, and other materials as requested by GHA. These services supplement technical

consulting services being provided through other Task Orders including a Master Developer RFQ and Selection Process and Scattered Sites.

E. Point of Contact

The designated point of contact for the Authority on this specific Task Order is Deyna Sims Hobdy, Development Coordinator, who also has approval authority for invoices under this Task Order.

The designated point of contact for the prime contractor is Gayle Epp. She is the sole party authorized to agree to any amendment to the scope of services, overall budget, or task schedule and is the individual to contract for purposes of scheduling services, on-site meetings and other project coordination issues consistent with the scope of services defined herein.

 4/15/2011

Gayle Epp DATE
Title: Partner
EJP Consulting Group, LLC
20201 21st Place NW
Shoreline, WA 98177

_____
Harish Krishnarao DATE
Title: Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551

Task Order #2

Master Developer RFQ and Developer Negotiations Fixed-Price

This is a Task Order for professional services issued under the January 24, 2011 Master Contract between EJP Consulting Group, LLC, with a principal place of business located at 20201 21st Place NW, Shoreline, WA 98177 (the "Contractor" or "EJP"), and the Galveston Housing Authority, a public body corporate and politic organized and existing pursuant to the laws of the State of Texas, with a chief administrative office located at 4700 Broadway, Galveston, Texas 77551 ("GHA" or the "Authority").

This Task Order is issued for specific activities authorized under an engagement to provide technical assistance, guidance and structured training to facilitate timely project plan development and plan execution for GHA's mixed-income, mixed-finance strategy and Master Plan Development. Task Orders under the Master Contract may be either Fixed-Price or Time & Materials with rates as specified in the Master Contract between GHA and EJP dated January 24, 2011.

A description of work (Section A) and an overall budget of hours by named individual (Section C) are provided below for the task(s) authorized. The prime contractor will coordinate with a designated individual who will serve as Principal Point of Contact for the Authority (Section E).

A. Description of Work

The following types of services are authorized under this Task Order:

- Prepare draft and final Developer RFQ in consultation with GHA Board, staff and legal counsel.
- Prepare Board briefings and Evaluation Committee training on the content and requirements in the RFQ (on-site)
- Prepare a list of potential RFQ recipients.
- Attend the pre-proposal conference and assist in clarifying RFQ questions and answers. (on-site)
- Assist GHA in establishing the Review Committee and in training the Committee in their roles. (on-site)
- Assist in the evaluation of qualifications and proposals received including written proposals and interviews. (on-site)
- Assist with planning and conducting a tour of respondent's projects. (site visits)
- Assist GHA in requesting a best and final offer and in negotiating business terms for the Predevelopment Agreement (PDA) and the Master Development Agreement (MDA).
- Support the Review Committee in their presentation of the most qualified respondent to the GHA Board for consideration. (on-site)
- Review drafts of the PDA and MDA as prepared by GHA legal counsel.

B. Period of Performance

Services authorized under this Task Order begin on January 25, 2011. Services to be provided under this Task Order are to end no later than August 31, 2011 unless otherwise amended.

C. Budget and Named Individuals

The following Team Members are named individuals for this Task Order:

- Gayle Epp
- Scott Jepsen

Additional individuals may be named or substitutions may be made by joint agreement with the Authority. Such agreement will not be unreasonably withheld. Any written correspondence that documents agreement to modify the list of named individuals shall be considered incorporated by reference by written consent of the Authority without a need to execute a formal amendment to this Task Order.

Based on the billing rates in the Contract between GHA and EJP, estimated hours for the performance of the services as outlined (Section A) by the individuals identified above, and expenses associated with eight (8) site visits, the Fixed Price value of this Task Order is \$52,767. Work to be invoiced monthly on based on percent completed and submission of deliverables.

Total Task Order Value (Labor & Direct Expenses)	= \$52,767
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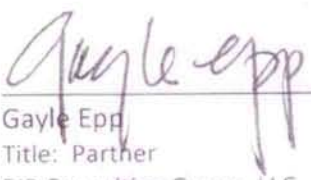
D. Named Deliverables

- Draft Developer RFQ
- Final Developer RFQ
- List of potential RFQ recipients
- Pre-proposal conference attendance
- RFQ questions and answers
- Train the Review Committee
- Evaluate qualifications and proposals received including written proposals and interviews
- Tour of respondent's projects
- Request Best and Final Offers
- Negotiate business terms for the Predevelopment and Master Development Agreements (MDA)
- Presentation of the most qualified respondent to the GHA Board for consideration
- Review draft PDA and MDA

E. Point of Contact


The designated point of contact for the Authority on this specific Task Order is Deyna Sims Hobby, Development Coordinator, who also has approval authority for invoices under this Task Order.

The designated point of contact for the prime contractor is Gayle Epp. She is the sole party authorized to agree to any amendment to the scope of services, overall budget, or task schedule and is the individual to contract for purposes of scheduling services, on-site meetings and other project coordination issues consistent with the scope of services defined herein.

 3/15/2011

DATE

Gayle Epp
Title: Partner
EJP Consulting Group, LLC
20201 21st Place NW
Shoreline, WA 98177

 _____
DATE

Harish Krishnarao
Title: Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551

Task Order #3

Scattered Site Program Technical Assistance

Fixed-Price

This is a Task Order for professional services issued under the January 24, 2011 Master Contract between EJP Consulting Group, LLC, with a principal place of business located at 20201 21st Place NW, Shoreline, WA 98177 (the "Contractor" or "EJP"), and the Galveston Housing Authority, a public body corporate and politic organized and existing pursuant to the laws of the State of Texas, with a chief administrative office located at 4700 Broadway, Galveston, Texas 77551 ("GHA" or the "Authority").

This Task Order is issued for specific activities authorized under an engagement to provide technical assistance, guidance and structured training to facilitate timely project plan development and plan execution for GHA's mixed-income, mixed-finance strategy and Master Plan Development. Task Orders under the Master Contract may be either Fixed-Price or Time & Materials with rates as specified in the Master Contract between GHA and EJP dated January 24, 2011.

A description of work (Section A) and an overall budget of hours by named individual (Section C) are provided below for the task(s) authorized. The prime contractor will coordinate with a designated individual who will serve as Principal Point of Contact for the Authority (Section E).

A. Description of Work

The following types of services are authorized under this Task Order:

- Participate in weekly GHA staff/consultant meetings regarding the Scattered Site Initiative
- Prepare agendas for and participate in Scattered Site Subcommittee meetings occurring every two weeks.
- A total of nine site visits (2 have already occurred as of February 18).
- Provide technical guidance to GHA staff and consultants in identifying the Scattered Site Initiative tasks, strategies, timeline and responsible parties. Assist in monitoring progress and performance based on responsible party and tasks including the creation of site selection criteria, design guidelines, budgets, etc.
- Assist in the preparation of the general HUD Site Acquisition Plan and Part 58 EA.
- Assist in preparing scope of work and contracts for Realtors, Environmental consultant and Appraisers.
- Assist in review of developer proposed designs and costs as well as scope of work and contracts for Developers.
- Prepare Board briefings and identify policies requiring Board approval.
- Assist GHA in establishing a Scattered Site Selection Committee; support the Committee in its review of proposed lots from realtors.

- Assist GHA in identifying need and timing of resources to support implementation of the Scattered Site Initiative.
- Help GHA address operational issues.

B. Period of Performance

Services authorized under this Task Order begin on February 1, 2011. Services to be provided under this Task Order are to end no later than August 1, 2011 unless otherwise amended.

C. Budget and Named Individuals

The following Team Members are named individuals for this Task Order:

- Gayle Epp
- Scott Jepsen

Additional individuals may be named or substitutions may be made by joint agreement with the Authority. Such agreement will not be unreasonably withheld. Any written correspondence that documents agreement to modify the list of named individuals shall be considered incorporated by reference by written consent of the Authority without a need to execute a formal amendment to this Task Order.

Based on the billing rates in the Contract between GHA and EJP, estimated hours for the performance of the services as outlined (Section A) by the individuals identified above, and expenses associated with nine (9) site visits, the Fixed Price value of this Task Order is \$63,845.

Work to be invoiced monthly on based on percent completed and submission of deliverables.

Total Task Order Value (Labor & Direct Expenses)	= \$63,845
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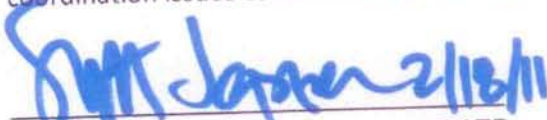
D. Named Deliverables

- Weekly meeting participation
- Participation in Scattered Site Subcommittee meetings (some on-site and some via phone)
- Create and maintain a task list and timeline with responsible parties identified
- Established process for preliminary site selection and HUD approval
- Overall budget and funding sources identified
- Create a flow chart describing approval process
- Establish process for purchase after HUD approval and assignment to Developer(s)
- Refine occupancy criteria for GHA's ACOP

E. Point of Contact

The designated point of contact for the Authority on this specific Task Order is Deyna Sims Hobby, Development Coordinator, who also has approval authority for invoices under this Task Order.

The designated point of contact for the prime contractor is Scott Jepsen. He is the sole party authorized to agree to any amendment to the scope of services, overall budget, or task schedule and is the individual to contract for purposes of scheduling services, on-site meetings and other project coordination issues consistent with the scope of services defined herein.



Scott Jepsen
Title: Partner
EJP Consulting Group, LLC
20201 21st Place NW
Shoreline, WA 98177

DATE



Harish Krishnarao
Title: Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551

DATE

Scope of Services

The Galveston Housing Authority (“Authority”) is implementing a holistic redevelopment initiative that will include a mixed-income, mixed-finance strategy to rebuild the 529 units destroyed by Hurricane Ike. The initiative will include, but not necessarily be limited to, developing a strategy for the redevelopment of the Authority’s current sites (Magnolia Homes, Cedar Terrace, and Oleander Homes) and additional scattered site development.

The Authority is seeking a Development Consultant (“Consultant”) to serve as a technical advisor to assist in developing and executing a comprehensive redevelopment strategy. The Consultant will provide technical assistance, guidance and structured training to the Authority’s staff to facilitate timely project plan development and plan execution for the Authority’s mixed-income, mixed-finance strategy and Master Plan Redevelopment. The activities of the Development Consultant will include, but are not limited to, the following services:

- A. In general, the Consultant will represent the Authority’s interest in overseeing all elements of planning and implementing the Authority’s Redevelopment Plan;
- B. The Consultant will manage the process in the pre-development stage through final contract execution with a Master Developer(s) and initial closings of a multi-site, multi-phase redevelopment process, with the goal of building the capacity of GHA staff to oversee later stage closings;
- C. The Consultant will assist in the overall process of securing a Master Developer(s) for the Authority’s Redevelopment Plan. Duties will include, but may not be limited to, drafting and issuing a Request for Qualifications (RFQ) for a Master Developer; marketing the RFQ to experienced, qualified developers; assisting in responding to questions; planning and conducting a tour for potential respondents; assisting in reviewing the RFQ responses; assisting with RFQ evaluations; assisting with RFQ interviews; advising the evaluation panel on the selection of the preferred Master Developer; and supporting the presentation of the most qualified respondent to the Authority’s Board of Commissioners for consideration;
- D. The Consultant will assist with negotiating all applicable contracts with the Master Developer(s) and others, as reasonably requested;
- E. The Consultant will identify potential funding sources, application requirements and timelines to achieve the Authority’s redevelopment goals;

- F. The Consultant will assist the Authority and Master Developer(s), as appropriate, in submitting all necessary funding applications to secure funding sources needed to accomplish the Authority's redevelopment goals;
- G. The Consultant will review existing materials and studies commissioned by the Authority, including but not limited to, the Authority's Master Planning Study for Replacement Housing and the Authority's Redevelopment Plan, and offer recommendations for revisions and updates;
- H. The Consultant will review all pertinent requirements and time constraints of Hurricane IKE recovery plans, Texas Development of Housing and Community Affairs (TDHCA), Houston/Galveston Area Council (GAC), Department of Housing and Urban Development's (HUD) Conciliation Agreement, Galveston County, City of Galveston, and other plans, ordinances or materials, as necessary, to adequately advise the Authority in its redevelopment efforts;
- I. The Consultant will develop a conceptual plan with parameters for each of the Authority's sites and any scattered site development;
- J. The Consultant will develop a master timeline for the redevelopment process and confirm all relevant deadlines;
- K. The Consultant will develop financial proformas for the Authority's investments;
- L. The Consultant will prepare and submit a HUD Disposition Application at the appropriate time during the process;
- M. The Consultant will advise and assist the Authority with necessary HUD processes and communications;
- N. The Consultant will develop and assist the Authority in implementing a Communication and Community Engagement Plan;
- O. The Consultant will assist the Authority in designing and implementing a resident needs survey/assessment and assist with developing a plan to address identified needs;
- P. The Consultant will attend meetings as reasonably requested by the Authority. The meetings may include meeting with the City of Galveston's Mayor, City Council, City staff, HUD staff, Purpose Built Communities staff, community groups, former Authority residents, etc;

- Q. The Consultant will share knowledge with Authority staff to grow their development and supportive services experience and capacity;
- R. The Consultant will prepare any and all applications for CDBG Round 2 funding for restoration of single family rental housing stock;
- S. The Consultant will prepare any and all applications for CDBG Round 2 funding for restoration of projects with project-based rental assistance, including public housing rental stock;
- T. The Consultant will prepare any and all applications for CDBG Round 2 funding for restoration of multifamily rental stock;
- U. The Consultant will prepare any and all applications for CDBG Round 2 funding for one for one replacement of all family and elderly public housing units in the City of Galveston damaged or destroyed in Hurricane Ike; and
- V. The Consultant will provide other support activities as reasonably requested and needed throughout the redevelopment phases, including but not limited to, providing technical assistance for housing operations and supportive services and drafting presentations for various meetings.

The Consultant acknowledges that the Authority has entered into a Memorandum of Agreement with Purpose Built Communities concerning the redevelopment of its public housing sites, a copy of which has been shared with the Consultant. The Consultant agrees to use its reasonable efforts to work collaboratively with Purpose Built Communities, to include Purpose Built Communities in its communications with the Authority and provide a copy of any work product produced for the Authority to Purpose Built Communities.

Method for Delivery of Services

The total value of services provided under this contract is not to exceed \$250,000, to be implemented through a series of defined Task Orders. A detailed Scope of Services will be developed over the course of the next several months as EJP works with the Authority, Purpose Built Communities, key stakeholders, and funders to define an implementable Redevelopment Plan with detailed action steps and timelines. EJP will deliver these initial services under Task Order #1, a Time and Materials contract, with a cost not to exceed of \$30,000. Subsequent Task Orders will, to the extent feasible, be fixed price based on a defined Scope of Services (to be determined). A preliminary list of Task Orders follows:

<i>Number</i>	<i>Description</i>	<i>Value</i>	<i>Type</i>
#1	General technical assistance to develop preliminary Redevelopment Plan with program information (no design work at this stage), detailed actions steps and timelines; meet with GHA staff, Board and Purpose Built Communities; identify funding application opportunities; presentation to Board and key stakeholders	\$30,000 (not to exceed)	T+M
#2	Design and implementation of a resident needs survey and preparation of a plan for addressing identified needs	TBD	Fixed Price
#3	Preparation of a Master Developer RFQ and technical assistance through Board approval of a preferred developer (s) and negotiation of the Master Development Agreement, including: <ul style="list-style-type: none"> • Preparing a draft and final Developer RFQ in consultation with GHA Board, staff and counsel; • Preparing a list of potential RFQ recipients; • Attending the pre-proposal conference and assisting in clarifying RFQ questions and answers; • Assisting GHA in establishing the Review Committee and in the evaluation of qualifications of the proposals received; • Assisting GHA in negotiating a best and final offer and in negotiating the business terms of the Master Development Agreement (MDA); and, • Reviewing drafts of the MDA as prepared by GHA counsel. 	TBD	Fixed Price
#4	Drafting and submission of CDBG Round 2 application for restoration of single family rental housing stock	TBD	Fixed Price
#5	Drafting and submission of CDBG Round 2 funding for restoration of multifamily rental stock	TBD	Fixed Price
#6	Development and implementation of a detailed Community Engagement plan	TBD	Fixed Price
#7	To be determined	TBD	Fixed Price
#8	To be determined	TBD	Fixed Price

Each Task Order will include:

- A. Description of Work
- B. Period of Performance
- C. Budget, including named consultants and total Task Order value (labor and direct expenses)
- D. Named Deliverables
- E. Point of Contact for the Authority and EJP
- F. Signatures of the Authority and EJP (Task Orders subject to the review and approval of the Authority's Board)

Per EJP's proposal dated June 18, 2010, fully loaded labor rates for EJP team members are as follows:

EJP Consulting Group

Gayle Epp, Partner	\$182
Scott Jepsen, Partner	\$161
Rhae Parkes, Partner	\$146
Nina Liou, Associate	\$140
Eric Novak, Financial Advisor, Associate	\$156
Michael Tonovitz, Project-based Vouchers	\$146
Production Support	\$42-\$78

CSG Advisors

John Hamilton	\$270
Nicole Graham	\$239
Debbie Quitagua	\$224

JHP Architects

Principal	\$218
Associate Principal	\$187
Senior Associate	\$151
Project Manager	\$140
Project Team Leader	\$130
Project Coordinator	\$120
Technician III	\$94
Technician II	\$84
Technician I	\$83
Administrative	\$78

Abt Associates

Kathleen Dahlem	\$208
Erin Wilson	\$151

CDS Market Research

President, Executive Vice President	\$161
Principals	\$109
Market Analyst	\$99
Research Analyst	\$78
Support Staff	\$52

These labor rates are in effect until December 31, 2011; subsequent year hourly rates will be increased annually by 4% to cover increases in cost of living. The use of any consultants not listed under EJP Consulting Group will require prior Authority approval. Direct expenses including travel, lodging, and reproduction will be billed with a 10 percent administrative fee.

On an as needed basis, EJP will add specialized services to our team to respond to specific development needs. EJP will solicit for these services to ensure cost competitiveness. A 10 percent administrative fee will be charged on each additional subcontractor procured by EJP.

GHA staff will provide a quarterly report to the Board on the status of each Task Order and expenditures to date.

Per the RFP, EJP as the Consultant will be engaged for a term of 1.5 years, commencing with contract execution. The Authority reserves the right to extend the term of engagement for a period of one (1) year.

Task Order #1

General TA related to GHA's Redevelopment Plan

Time & Materials

This is a Task Order for professional services issued under the January 24, 2011 Master Contract between EJP Consulting Group, LLC, with a principal place of business located at 20201 21st Place NW, Shoreline, WA 98177 (the "Contractor" or "EJP"), and the Galveston Housing Authority, a public body corporate and politic organized and existing pursuant to the laws of the State of Texas, with a chief administrative office located at 4700 Broadway, Galveston, Texas 77551 ("GHA" or the "Authority").

This Task Order is issued for specific activities authorized under an engagement to provide technical assistance, guidance and structured training to facilitate timely planning for and implementation of 529 public housing replacement units through a series of initiatives including scattered sites and mixed-income, mixed-finance communities. Task Orders under the Master Contract may be either Fixed-Price or Time & Materials with rates as specified in EJP's January 24, 2011 Master Contract.

A description of work (Section A) and named individual to be assigned to this Task Order (Section C) are provided below. The prime contractor will coordinate with a designated individual who will serve as Principal Point of Contact for the Authority (Section E).

A. Description of Work

The following types of services are authorized under this Task Order:

- Provide general technical assistance to develop a preliminary Redevelopment Plan with program information (no design work at this stage), detailed action steps and timelines, meet with GHA staff, Board and Purpose Built Communities; identify funding application opportunities; present to Board and key stakeholders.
- Review existing materials and studies commissioned by the Authority, including but not limited to, the Authority's Master Planning Study for Replacement Housing and the Authority's Redevelopment Plan, and offer recommendations for revisions and updates.
- Review all pertinent requirements and time constraints of Hurricane Ike recovery plans, Texas Department of Housing and Community Affairs (TDHCA), Houston/Galveston Area Council (H-GAC), Department of Housing and Urban Development's (HUD) Conciliation Agreement, Galveston County, City of Galveston, and other plans and ordinances or materials, as necessary, to adequately advise the Authority in its redevelopment efforts.
- Develop a master timeline for the redevelopment process and confirm all relevant deadlines.
- Attend meetings as reasonably requested by the Authority. The meetings may include meeting with the City of Galveston's Mayor, City Council, City

staff, HUD staff, Purpose Built Communities staff, community groups, former Authority residents, funders, etc.

- Share knowledge with Authority staff to grow their development and supportive services experience and capacity.
- Other supportive activities as reasonably requested and needed throughout the redevelopment phases, including but not limited to, providing technical assistance for housing operations and supportive services and drafting presentations for various meetings.
- Assist with drafting documents and responses to public information requests (e.g., the City, the NAACP, the media, etc.) regarding GHA's Rebuilding Plan.

B. Period of Performance

Services authorized under this Task Order begin on January 25, 2011. Services to be provided under this Task Order are to end no later than December 31, 2011 unless otherwise amended.

C. Budget and Named Individuals

The following Team Members are named individuals for this Task Order. An hourly rate is shown for each named individual. Additional individuals may be named or substitutions may be made by joint agreement with the Authority. Such agreement will not be unreasonably withheld. Any written correspondence that documents agreement to modify the list of named individuals shall be considered incorporated by reference by written consent of the Authority without a need to execute a formal amendment to this Task Order. Billing rates are per the rate schedule in the Master Agreement. Unless otherwise agreed, it is assumed that the named individuals will be available as needed but with reasonable notice for project activities within the period of performance.

<i>EJP Team Member</i>	<i>Hourly Rate</i>
Gayle Epp, Partner, EJP	\$182
Scott Jepsen, Partner, EJP	\$161
Rhae Parkes, Partner, EJP	\$146
Travel and other direct expenses	Billed with a 10% Admin Fee
Initial Total Budget, Not To Exceed	\$30,000
Revised Additional Funding	<u>\$30,000</u>
REVISED Budget, Not to Exceed	\$60,000

Work to be invoiced monthly on based on hours worked and travel and other direct expenses incurred.

Total Task Order Value (Labor & Direct Expenses), Not To Exceed	= \$60,000
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D. Named Deliverables

Deliverables to include drafting/editing of GHA materials, training materials as needed, participation on conference calls, site visits as requested by GHA, Redevelopment Plan summary, assistance with funding requests, communications information, and other materials as requested by GHA. These services supplement technical consulting services being provided through other Task Orders including a Master Developer RFQ and Selection Process and Scattered Sites.

E. Point of Contact

The designated point of contact for the Authority on this specific Task Order is Deyna Sims Hobdy, Development Coordinator, who also has approval authority for invoices under this Task Order.

The designated point of contact for the prime contractor is Gayle Epp. She is the sole party authorized to agree to any amendment to the scope of services, overall budget, or task schedule and is the individual to contract for purposes of scheduling services, on-site meetings and other project coordination issues consistent with the scope of services defined herein.



07.18.2011

Gayle Epp
Title: Partner
EJP Consulting Group, LLC
20201 21st Place NW
Shoreline, WA 98177

DATE



Mona Purgason
Title: Interim Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551

DATE

Task Order #2 Master Developer RFQ Fixed-Price (REVISED)

This is a Task Order for professional services issued under the January 24, 2011 Master Contract between EJP Consulting Group, LLC, with a principal place of business located at 20201 21st Place NW, Shoreline, WA 98177 (the "Contractor" or "EJP"), and the Galveston Housing Authority, a public body corporate and politic organized and existing pursuant to the laws of the State of Texas, with a chief administrative office located at 4700 Broadway, Galveston, Texas 77551 ("GHA" or the "Authority").

This Task Order is issued for specific activities authorized under an engagement to provide technical assistance, guidance and structured training to facilitate timely project plan development and plan execution for GHA's mixed-income, mixed-finance strategy and Master Plan Development. Task Orders under the Master Contract may be either Fixed-Price or Time & Materials with rates as specified in EJP's proposal to GHA dated June 18, 2010.

A description of work (Section A) and an overall budget of hours by named individual (Section C) are provided below for the task(s) authorized. The prime contractor will coordinate with a designated individual who will serve as Principal Point of Contact for the Authority (Section E).

A. Description of Work

The following types of services are authorized under this Task Order:

- Prepare draft and final Developer RFQ in consultation with GHA Board, staff and legal counsel.
- Prepare Board briefings and Evaluation Committee training on the content and requirements in the RFQ (on-site)
- Prepare a list of potential RFQ recipients.
- Attend the pre-proposal conference and assist in clarifying RFQ questions and answers. (on-site)
- Assist GHA in establishing the Review Committee and in training the Committee in their roles. (on-site)
- Assist in the evaluation of qualifications and proposals received including written proposals and interviews. (on-site)
- Assist with planning and conducting a tour of respondent's projects. (site visits)
- Assist GHA in requesting a best and final offer and in negotiating business terms for the Predevelopment Agreement and the Master Development Agreement (MDA).
- Support the Review Committee in their presentation of the most qualified respondent to the GHA Board for consideration. (on-site)
- Review drafts of the PDA and MDA as prepared by GHA legal counsel.

Additional services:

- Review scopes of services for Master Planning and Human Capital Plan processes; advise on planning processes, key community issues, and engagement with Galveston community (on-site)
- Attend two Master Planning sessions to assist with development of program, including unit mix, income mix, and non-residential components (i.e. community facilities to support new developments)
- Participate in weekly calls with Master Developer

B. Period of Performance

Services authorized under this Task Order begin on January 25, 2011. Services to be provided under this Task Order are to end no later than October 31, 2011 unless otherwise amended.

C. Budget and Named Individuals

The following Team Members are named individuals for this Task Order:

- Gayle Epp
- Scott Jepsen

Additional individuals may be named or substitutions may be made by joint agreement with the Authority. Such agreement will not be unreasonably withheld. Any written correspondence that documents agreement to modify the list of named individuals shall be considered incorporated by reference by written consent of the Authority without a need to execute a formal amendment to this Task Order.

Based on the billing rates in the Contract between GHA and EJP, estimated hours for the performance of the services as outlined (Section A) by the individuals identified above, and expenses associated with eight (8) site visits, the Fixed Price value of the original Task Order is \$52,767. Additional services as described above are valued at \$17,445. Work to be invoiced monthly on based on percent completed and submission of deliverables.

Total Task Order Value (Labor & Direct Expenses)	=	\$52,767
Additional Services		<u>\$17,445</u>
REVISED TOTAL VALUE	=	\$70,212

D. Named Deliverables

- Draft Developer RFQ
- Final Developer RFQ
- List of potential RFQ recipients
- Pre-proposal conference attendance
- RFQ questions and answers

- Train the Review Committee
- Evaluate qualifications and proposals received including written proposals and interviews
- Tour of respondent's projects
- Request Best and Final Offers
- Negotiate business terms for the Predevelopment and Master Development Agreements (MDA)
- Presentation of the most qualified respondent to the GHA Board for consideration
- Review and advise on development program and Master Plan, including scope of work and planning process
- Review draft PDA and MDA

E. Point of Contact


The designated point of contact for the Authority on this specific Task Order is Deyna Sims Hobby, Development Coordinator, who also has approval authority for invoices under this Task Order.

The designated point of contact for the prime contractor is Gayle Epp. She is the sole party authorized to agree to any amendment to the scope of services, overall budget, or task schedule and is the individual to contract for purposes of scheduling services, on-site meetings and other project coordination issues consistent with the scope of services defined herein.



07.18.2011

Gayle Epp DATE
 Title: Partner
 EJP Consulting Group, LLC
 7 Greenough Avenue
 Jamaica Plain, MA 02130



Mona Purgason DATE
 Title: Interim Executive Director
 Galveston Housing Authority
 4700 Broadway
 Galveston, TX 77551

Task Order #3

Scattered Site Program Technical Assistance

Fixed-Price

This is a Task Order for professional services issued under the January 24, 2011 Master Contract between EJP Consulting Group, LLC, with a principal place of business located at 20201 21st Place NW, Shoreline, WA 98177 (the "Contractor" or "EJP"), and the Galveston Housing Authority, a public body corporate and politic organized and existing pursuant to the laws of the State of Texas, with a chief administrative office located at 4700 Broadway, Galveston, Texas 77551 ("GHA" or the "Authority").

This Task Order is issued for specific activities authorized under an engagement to provide technical assistance, guidance and structured training to facilitate timely project plan development and plan execution for GHA's mixed-income, mixed-finance strategy and Master Plan Development. Task Orders under the Master Contract may be either Fixed-Price or Time & Materials with rates as specified in the Master Contract between GHA and EJP dated January 24, 2011.

A description of work (Section A) and an overall budget of hours by named individual (Section C) are provided below for the task(s) authorized. The prime contractor will coordinate with a designated individual who will serve as Principal Point of Contact for the Authority (Section E).

A. Description of Work

The following types of services are authorized under this Task Order:

- Participate in GHA staff/consultant meetings regarding the Scattered Site Initiative.
- Prepare agendas for and participate in Scattered Site Subcommittee meetings .
- A total of nine site visits.
- Provide technical guidance to GHA staff and consultants in identifying the Scattered Site Initiative tasks, strategies, timeline and responsible parties. Assist in monitoring progress and performance based on responsible party and tasks including the creation of site selection criteria, design guidelines, budgets, etc.
- Assist in the preparation/strategy of the general HUD Site Acquisition Plan and Part 58 EA.
- Assist in preparing scope of work and contracts for Realtors, Environmental consultant and Appraisers.
- Assist in review of developer proposed designs and costs as well as scope of work and contracts for Developers.
- Prepare Board briefings and identify policies requiring Board approval.
- Assist GHA in establishing a Scattered Site Selection Committee; support the Committee in its review of proposed lots from realtors.

- Assist GHA in identifying need and timing of resources to support implementation of the Scattered Site Initiative.
- Help GHA address operational issues.

B. Period of Performance

Services authorized under this Task Order begin on February 1, 2011. Services to be provided under this Task Order are to end no later than December 31, 2011 unless otherwise amended.

C. Budget and Named Individuals

The following Team Members are named individuals for this Task Order:

- Gayle Epp
- Scott Jepsen

Additional individuals may be named or substitutions may be made by joint agreement with the Authority. Such agreement will not be unreasonably withheld. Any written correspondence that documents agreement to modify the list of named individuals shall be considered incorporated by reference by written consent of the Authority without a need to execute a formal amendment to this Task Order.

Based on the billing rates in the Contract between GHA and EJP, estimated hours for the performance of the services as outlined (Section A) by the individuals identified above, and expenses associated with nine (9) site visits, the Fixed Price value of this Task Order is \$63,845.

Work to be invoiced monthly on based on percent completed and submission of deliverables.

Total Task Order Value (Labor & Direct Expenses)	= \$63,845
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D. Named Deliverables

- Weekly meeting, or as scheduled by GHA, participation
- Participation in Scattered Site Subcommittee meetings (some on-site and some via phone)
- Create and maintain a task list and timeline with responsible parties identified
- Established process for preliminary site selection and HUD approval
- Overall budget and funding sources identified
- Create a flow chart describing approval process
- Establish process for purchase after HUD approval and assignment to Developer(s)
- Refine occupancy criteria for GHA's ACOP

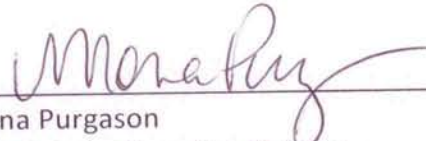
E. Point of Contact

The designated point of contact for the Authority on this specific Task Order is Deyna Sims Hobby, Development Coordinator, who also has approval authority for invoices under this Task Order.

The designated point of contact for the prime contractor is Scott Jepsen. He is the sole party authorized to agree to any amendment to the scope of services, overall budget, or task schedule and is the individual to contract for purposes of scheduling services, on-site meetings and other project coordination issues consistent with the scope of services defined herein.

 3.25.11
DATE

Scott Jepsen
Title: Partner
EJP Consulting Group, LLC
20201 21st Place NW
Shoreline, WA 98177

 _____
DATE

Mona Purgason
Title: Interim Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551



Task Order #4

Technical Assistance for the Human Capital Plan

Time & Materials

This is a Task Order for professional services issued under the January 24, 2011 Master Contract between EJP Consulting Group, LLC, with a principal place of business located at 20201 21st Place NW, Shoreline, WA 98177 (the "Contractor" or "EJP"), and the Galveston Housing Authority, a public body corporate and politic organized and existing pursuant to the laws of the State of Texas, with a chief administrative office located at 4700 Broadway, Galveston, Texas 77551 ("GHA" or the "Authority").

This Task Order is issued for specific activities authorized under an engagement to provide technical assistance, guidance and structured training to facilitate timely planning for and implementation of 529 public housing replacement units through a series of initiatives including scattered sites and mixed-income, mixed-finance communities. Task Orders under the Master Contract may be either Fixed-Price or Time & Materials with rates as specified in EJP's January 24, 2011 Master Contract.

A description of work (Section A) and named individual to be assigned to this Task Order (Section C) are provided below. The prime contractor will coordinate with a designated individual who will serve as Principal Point of Contact for the Authority (Section E).

A. Description of Work

The following types of services are authorized under this Task Order:

- Assist GHA with the negotiation of a scope of work and budget for Urban Strategies.
- Assist Urban Strategies (member of the McCormack Baron Salazar Development Team) in the development of a Human Capital Plan for the Mixed-Income Communities, the Scattered Sites, and, as appropriate, the existing developments for the elderly and disabled.
- Advise on the development of a resident needs assessment to be administered to former GHA public housing residents, the majority of whom are being served under the DHAP program.
- Assist with the analysis of the resident needs assessment data and participate, as needed, in focus groups with residents to further determine service needs of GHA-served households.
- Assist Urban Strategies with an inventory of existing service providers on the island and in Galveston County and assessment of their current capacity and needs for capacity building.
- Assist with identifying service gaps and funding sources and agencies to fill those identified gaps.
- Assist with identifying partners and funding opportunities for targeted elements of the human capital plan such as education.

- Provide guidance and review of Human Capital Plan which will include a timeline for implementation, budget, and partners.
- Provide technical assistance and Best Practices for the development of a robust Section 3 program.
- Attend meetings as reasonably requested by the Authority and Urban Strategies.

B. Period of Performance

Services authorized under this Task Order begin on June 1, 2011. Services to be provided under this Task Order are to end no later than December 31, 2011 unless otherwise amended.

C. Budget and Named Individuals

The following Team Members are named individuals for this Task Order. An hourly rate is shown for each named individual. Additional individuals may be named or substitutions may be made by joint agreement with the Authority. Such agreement will not be unreasonably withheld. Any written correspondence that documents agreement to modify the list of named individuals shall be considered incorporated by reference by written consent of the Authority without a need to execute a formal amendment to this Task Order. Billing rates are per the rate schedule in the Master Agreement. Unless otherwise agreed, it is assumed that the named individuals will be available as needed but with reasonable notice for project activities within the period of performance.

<i>EJP Team Member</i>	<i>Hourly Rate</i>
Gayle Epp, Partner, EJP	\$182
Scott Jepsen, Partner, EJP	\$161
Rhae Parkes, Partner, EJP	\$146
Travel and other direct expenses	Billed with a 10% Admin Fee
Total Budget, Not To Exceed	\$30,000

Work to be invoiced monthly on based on hours worked and travel and other direct expenses incurred.

Total Task Order Value (Labor & Direct Expenses), Not To Exceed	= \$30,000
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D. Named Deliverables

Deliverables to include editing of written scopes of work, editing of the resident needs assessment instrument, training materials as needed, participation on conference calls, site visits as requested by GHA, assistance with the Section 3 program, advice on funding opportunities, review/editing of Human Capital Plan, and other materials as requested by GHA. These services supplement technical consulting services being provided through other Task Orders including a Master Developer negotiations process and Scattered Sites.

E. Point of Contact

The designated point of contact for the Authority on this specific Task Order is Deyna Sims Hobby, Development Coordinator, who also has approval authority for invoices under this Task Order.

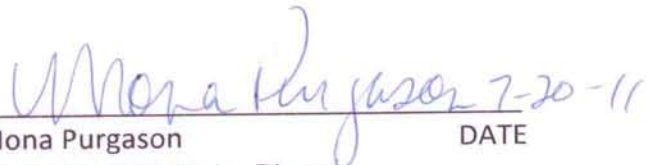
The designated point of contact for the prime contractor is Rhae Parkes. She is the sole party authorized to agree to any amendment to the scope of services, overall budget, or task schedule and is the individual to contract for purposes of scheduling services, on-site meetings and other project coordination issues consistent with the scope of services defined herein.



07.18.2011

Rhae Parkes
Title: Partner
EJP Consulting Group, LLC
20201 21st Place NW
Shoreline, WA 98177

DATE



Mona Purgason
Title: Acting Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551

DATE