

CONTRACT NO: C-12-003
DATE APPROVED: February 24, 2012

Texas Housing Association

ARTICLE I
Scope of Services

1.01 In consideration of the compensation stated in Section 2.01, the Consultant agrees to provide GHA with the professional services as follows: A training session entitled: Housing Choice Vouchers including examination and certificate. The program will consist of the following:

- Program Roles and Responsibilities
- Waiting List and Tenant Selection
- Eligibility and Denial of Assistance
- Calculating Rent and HAP Payments
- Payment Standards
- Voucher Issuance and Leasing
- Rent Reasonableness
- HAP Contracts
- Annual Reexamination of Income and Family Circumstances
- Portability
- Termination of Assistance and HAP Contract
- Informal Reviews and Hearings

Services may be more generally described as follows: Provide training to 6-10 GHA employees.

1.02 The training will be held on May 1-4, 2012 from 9:00 am to 5:00 pm. A certificate of completion will be provided to all attendees upon successful completion of examination.

ARTICLE II
Payment

2.01 Texas Housing Association (THA) shall be paid a flat fee of \$8,000.00.

2.01 The contact person for GHA shall be Melinda Oliver, (409) 765-1998 or e-mail procure@ghatx.org.

2.01 The contact person for THA shall be Linda Bryant, (800) 837-0645 or e-mail txtha@texas.net.

ARTICLE III
Performance of Services

- 3.01 The trainer shall be Mary Ann Russ, CEO, Dallas Housing Authority.
- 3.02 No changes shall be made except upon the prior written order from authorized personnel of GHA.

ARTICLE IV
Standards of Performance

- 4.01 As a trainer under THA, the Trainer warrants that the information provided reflects the applicable professional and industry standards, procedures, and performances.
- 4.02 In all activities or services performed hereunder, THA is an independent contractor and not an agent or employee of GHA. The Consultant and its employees are not the agents, servants, or employees of GHA. As an independent contractor, the Consultant shall be responsible for the professional services and the final work project contemplated under this Contract. Except for materials furnished by GHA, the Consultant shall supply all materials required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the professional services. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and sub-consultants, and GHA shall have no control of or supervision over the employees of the Consultant or any of the Consultant's sub-consultants.
- 4.03 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, sub-consultants, licensees, trainees, and other persons, as well as their personal property, while in the vicinity of GHA. It is expressly understood and agreed that GHA shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, sub-consultants, and other persons.
- 4.04 Indemnity. The Consultant agrees to indemnify, save, protect, defend and hold harmless GHA, and its directors, members, officers, volunteers, invitees, and employees ("Indemnified Parties") from and against all liability, loss, damage or expense, including reasonable attorney's fees, by reason of any suits, claims, demands or judgments arising out of or in connection with Consultant's negligence and/or performance of this Contract. All obligations set forth in this Section 4.04 shall survive completion of or termination of this Contract.

Article V
Miscellaneous Provisions

- 5.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Galveston County, Texas.
- 5.02 This Contract represents the entire and integrated agreement between GHA and THA and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may only be amended by written instrument approved and executed by the parties.
- 5.03 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 5.04 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 5.05 Notice of Indemnification. GHA and Consultant hereby acknowledge and agree that this Contract contains indemnification obligations and covenants.

FOR: Galveston Housing Authority

BY: Mona Ferguson

DATE: 2-27-12

FOR: Texas Housing Association

BY: Kindi Bryant

DATE: 2/29/12

This CONTRACT ("the Contract") effective as of the 28th of February, 2012, by and between the Housing Authority of the City of Galveston, Texas d/b/a Galveston Housing Authority, whose principal place of business is located at 4700 Broadway Street, Galveston, Texas 77551 (hereinafter referred to as "GHA"), the law firm of Coats, Rose, Yale, Ryman & Lee, PC, whose principal place of business for purposes of this Contract is Three Greenway Plaza, Suite 2000, Houston, Texas 77046 (hereinafter referred to as "Coats/Rose" or "Attorney").

WITNESSETH:

WHEREAS, the GHA is a public body corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas and currently engaged in such business as defined in the Housing Authority Law as set forth in Chapter 392 of the Texas Local Government Code, including the services of providing decent, safe, and sanitary housing to the residents of its facilities, low-income families, the elderly, and the disabled; and

WHEREAS, the GHA is in need of law firms to provide specialized legal services including but not limited to development counsel representation and other HUD matters generally (the "legal Services"); and

WHEREAS, the GHA issued a Request for Proposals dated December 15, 2011 (hereinafter referred to as the "RFP") to procure counsel for the Legal Services and Coats/Rose submitted a proposal in response to the RFP; and

WHEREAS, the Coats/Rose proposal was determined to be the most advantageous to GHA, and GHA selected Coats/Rose to serve as GHA's legal development counsel in connection with the Legal Development Services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. TERM

This contract shall become effective on the above referenced date and shall continue in effect for a period of one (1) year.

2. SCOPE OF SERVICES

2.1 Services under this Contract will include all of those general and specific tasks regarding development services and HUD representation as set forth in the RFP in the section entitled Scope of Services. Coats/Rose will only render legal services to the GHA upon the request of the GHA.

Antoinette M. Jackson, a shareholder of Coats/Rose, shall manage the Attorneys and will coordinate the necessary tasks and ensure that the required tasks are performed properly and timely.

Upon prior approval by GHA and to the extent legally permissible, the Attorneys may engage the services of subcontractors to perform the work necessary to carry out the tasks enumerated herein, specifically the services of a program manager as may be needed to assist with the development and implementation of a redevelopment plan for GHA.

2.2 In the event that a request for legal services made by the GHA to the law firm involves a third party (i.e. a party who is seeking to contract with the GHA and/or a party involved in a dispute with the GHA and/or a party whose rights may otherwise be affected in conjunction with the legal services being requested), it will be necessary for the law firm to conduct a survey of the other clients of the firm for the purpose of determining whether the third party is also a client in the firm. In the event that the third party is determined to be a client (or former client) of the law firm and, as a result the firm concludes that a conflict of interest exists in the representation of the GHA on the matter, the law firm must decline the representation of both the GHA and the third party, unless a written waiver of the conflict of interest is executed by both the GHA and the third party (and provided that such waiver is approved by the law firm). In the event that such a conflict of interest arises, upon request, the Attorney in Charge will provide the GHA with the names and published qualifications of other attorneys, for the purpose of the GHA's consideration in retaining such attorney(s) with regard to the matter.

Further, in regard to any requested services involving bond work, the law firm anticipates needing to refer these services to an attorney or law firm whose practice involves the rendition of services of this nature. In the event that services of this nature are requested, upon request, the Attorney in Charge will provide the GHA with the names and published qualifications of other attorneys, for the purpose of the GHA's consideration in retaining such attorney(s) with regard to the issue.

3. COMPENSATION

3.1 The Attorneys shall perform all services required under the contract consistent with the terms of the Response to Request for Proposals for Specialized Legal Services issued by GHA as submitted by Coats/Rose (the "Attorney's Response"). Fee compensation to be paid the Attorneys by GHA for performance of legal services and reimbursement of expenses hereunder shall be at the following hourly rates:

Specialized Legal Services

Personnel	Hourly Rate
Partner	\$350
Of Counsel	\$300
Associate	\$265
Paralegal	\$170

NOTE: These rates would be applicable through December 31, 2012. After that date, the rates would be subject to an annual increase of: (1) \$25/year for Partners and Of Counsel, (2) \$20/year for Associates, and (3) \$10/yr for Paralegals.

3.2 The Attorneys will ensure that the levels of services rendered are cost efficient. In addition to fee compensation referred to Section 3.1, the Attorneys shall be reimbursed for reasonable travel costs, photocopying, legal research services, and delivery service. Reimbursement for travel expenses and lodging will be subject to preapproval by GHA.

4. GENERAL

4.1 As a condition precedent to any payment to the Attorneys under this contract, the Attorneys shall submit to GHA separate statements of account (invoices) which clearly set forth by dates (year, month, day) the designated items of work in specific detail, by whom performed, the time appropriately charged thereto prorated in terms of six (6) minute intervals, in connection with an hourly rate and the total number of hours charged under each rate for each attorney. Each invoice shall only be due and payable upon approval by the GHA Executive Director or his/her designee. Such statements shall be submitted monthly, and invoices shall be paid by GHA within thirty (30) days of receipt of invoice.

4.2 Work assignments to the Attorneys under this Contract shall be made by the Executive Director or such other persons as may be designated to the Attorneys.

5. NOTICES

Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by facsimile, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraphs of this contract. Notices delivered personally or in a facsimile shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three days after mailing.

The contact person for GHA will be:

Deyna Sims-Hobdy, Director, Real Estate Services
Galveston Housing Authority
4700 Broadway

CONTRACT NO: C-12-004
SPECIALIZED LEGAL SERVICES

COATS/ROSE

Galveston, TX 77551
Phone: (409) 765-1980
Facsimile: (409) 765-1981

The contact person for Coats/Rose will be:

Antoinette Jackson, Director
3 Greenway Plaza, Suite 2000
Houston, TX 77046
Phone: (713) 653-7392
Facsimile: (713) 890-3928

6. ENTIRE CONTRACT

The contract along with the RFP and any applicable amendments thereto, which are attached hereto and incorporated and made a part of this contract as if fully copied verbatim constitute the sole and only contract of the parties to it and supersedes any prior understanding or written or oral contract between the parties respecting this subject matter. Any oral representations or modifications concerning this instrument shall be of no force of effect excepting a subsequent modification in writing signed by the party to be charged.

7. GOVERNING LAW

This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Contract are performable in the State of Texas.

8. SUCCESSORS AND ASSIGNS

This contract shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns. No assignment of this Contract shall be made without prior approval of the parties.

9. CONCURRENT REMEDIES

No right or remedy herein conferred on or reserved to a party hereto is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of each other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. GENDER

Whenever the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

11. LEGAL CONTRSRUCTION

In the event that one or more of the provisions contained in this Contract shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

12. HUD GENERAL CONDITIONS

The General Contract Conditions included in RFP (HUD Form 5370-C) shall apply to this contract and are incorporated herein by reference.

13. COURT ACTIONS

The Attorneys agree to give GHA immediate notice in writing of any actions or suits filed and prompt notices of any claims made against GHA or any of the parties involved in the implementation and administration of this Contract.

14. RECORDS FOR AUDIT PURPOSES

Without limitation to any other provision of this Contract, the Attorneys shall maintain all records concerning the program or project financed under this Contract which GHA reasonably requires for five (5) years from the expiration date of the Contract unless a longer period is required under Title 24, CFR Sec. 85.42. The Attorneys shall maintain records required by 24 CFR Sec 135.120 for the period that the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), requires the records to be maintained. The Attorneys will give the GHA, and subject to GHA approval, HUD, the Comptroller General of the 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 services provided hereunder. The right to access shall continue as long as the records are required to be maintained.

15. TERMINATION OF AGREEMENT AND LEGAL SERVICES

Notwithstanding anything to the contrary herein, this Contract and all legal services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, pleadings, exhibits, project data, reports and evidence, shall, at the option of GHA become its property and shall be delivered to it or to any part it may designate.

In the event of such termination, counsel shall be paid for all satisfactory work approved by GHA, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination.

16. NON-APPROPRIATION CLAUSE

The Attorneys understand that GHA is a governmental entity and should it not be funded for any period during the term of this Contract, any sums due for the remainder of the term shall be forgiven, and this Contract shall be automatically terminated, and GHA shall not be liable for payment thereof. GHA must give written notice to the Attorneys within thirty (30) days, if possible, after learning that funds will not be available. For this contract, the GHA hereby certifies that adequate funds are available to complete the services outlined herein.

17. INDEPENDENT CONTRACTOR

The Attorneys are independent contractors of GHA and not employees of GHA. Nothing contained in this Contract will be deemed or construed to create a partnership between the Attorneys and GHA. The Attorneys will have no authority to create any obligation or make representations or warranty binding on GHA. All personnel supplied or used by the Attorneys in connection with this Contract will not be deemed employees, agents or subcontractors of GHA for any purpose whatsoever.

18. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Attorneys shall indemnify, defend, and hold the GHA (which, for purposes of this Section of the Contract shall include any affiliate or related entities of GHA) and their officers, agents, and employees (the "indemnified persons") harmless from all liability, loss or damage, including attorney's fees and expenses, resulting from those claims, demands, and causes of action of every kind and character asserted by any person (including, without limitation, the indemnified persons' or attorneys' employees), for bodily injury, death, or property damage arising out of or in connection with Attorney's negligent acts or omissions.

Attorneys shall be responsible for all damage and loss sustained by it to its equipment utilized in performance of Attorneys' services hereunder.

Notwithstanding anything contained herein to the contrary, Attorneys' indemnification of the indemnified persons is limited to \$1,000,000 per occurrence.

GHA shall notify Attorneys of any claims GHA receives notice of asserted against the indemnified persons with respect to which indemnified persons are indemnified against loss by

Attorneys hereunder within fifteen (15) days of GHA's receipt of notice of such claim, and shall promptly deliver to Attorneys the original or a true copy of any summons or other process, pleading, or notice issued or served in any suit or other proceeding to assert or enforce any such claim. If GHA or any of the indemnified persons do not provide this notice within the fifteen (15) day period, it does not waive any right to indemnification except to the extent that Attorney is prejudiced, suffers loss, or incurs expense because of the delay.

Following such notification, and except as otherwise provided below, Attorney shall defend any such suit at its sole cost and expense with attorneys of its own selection who are reasonably satisfactory to GHA.

Attorney shall control the defense and any negotiations to settle the claim, but the indemnified persons shall have the right, if they see fit to participate in such defense at their own expense. Attorney shall have the power to settle the claim without the consent or agreement of GHA unless the settlement would: (1) result in injunctive relief or other equitable remedies or otherwise require the indemnified persons to comply with restrictions of limitations that would adversely affect the indemnified persons, (2) require that indemnified persons pay amounts that Attorney does not fund in full, or (3) not result in the indemnified persons' full and complete release from all liability to the claimants or other parties that are parties to or are otherwise bound by the settlement.

If Attorney notifies the GHA in writing within ten (10) days after receipt of GHA's written notice of a claim and request for indemnification that it elects not to defend the claim, GHA or any of the indemnified persons shall assume and control the defense and all defense expense shall constitute an indemnification loss.

19. COMPLIANCE WITH FEDERAL REGULATIONS

The Attorney shall comply with the Federal Regulations listed below:

- The requirements of Title VII of Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against the discrimination in housing and benefits of federally funded programs because of race, color, religion, sex, or national origin;
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990;
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs;
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated; and

- The requirements of Executive Order 11625, 12432, and 12138 to implement Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals in Federal Agency Programs.


20. CONFLICTS OF INTEREST

If a conflict of interest arises related to the work contemplated herein, then the Attorneys must immediately disclose such conflict to GHA. Such disclosure shall include written notification to GHA (whether or not the Attorneys determine there is any actual or legal conflict of interest) if the Attorneys have previously represented any party with which GHA is negotiating (or reasonably contemplating entering into negotiations with) pertaining to any matter in which the Attorneys are or contemplating representing GHA. In the event that the Attorneys have previously represented a party with whom GHA is negotiating or contemplating entering into negotiations on any matter, then GHA shall, in its sole discretion, determine whether the Attorneys will be authorized and engaged by GHA to represent GHA in said matter or whether alternative legal representation will be selected by GHA. Additionally, if a conflict of interest arises and GHA elects to have the Attorneys continue to represent GHA, then the Attorneys must be willing to continue to represent GHA and to inform other existing or potential clients that they must find representation elsewhere in particular situations. The GHA will reserve the right, in its sole discretion, to select another attorney or law firm to represent GHA in a particular matter if a conflict or potential conflict is not resolved to the satisfaction of GHA.

Conflicts may arise not only from attorneys names in the Contract but also from representation of parties to transaction involving the GHA by any other member of the firm, regardless of whether the attorney is in the same office of a branch office.

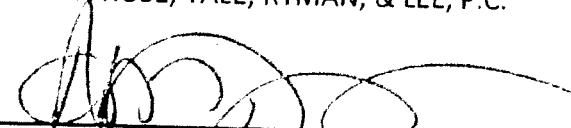
Effective as of the date first written in this Contract.

HOUSING AUTHORITY OF THE CITY OF
GALVESTON, TEXAS



Mona Purgason, Interim Executive Director

COATS, ROSE, YALE, RYMAN, & LEE, P.C.



Antoinette M. Jackson, Director

This CONTRACT ("the Contract") effective as of the 28th of February, 2012, by and between the Housing Authority of the City of Galveston, Texas d/b/a Galveston Housing Authority, whose principal place of business is located at 4700 Broadway Street, Galveston, Texas 77551 (hereinafter referred to as "GHA"), and the law firm of Tramonte, Tramonte & Bastien, and the law office of P. Urbani, Jr., whose principal place of business for purposes of this Contract is 2127 Broadway, Galveston, Texas 77550 (hereinafter jointly referred to as "Tramonte/Urbani" or "Attorneys").

WITNESSETH:

WHEREAS, the GHA is a public body corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas and currently engaged in such business as defined in the Housing Authority Law as set forth in Chapter 392 of the Texas Local Government Code, including the services of providing decent, safe, and sanitary housing to the residents of its facilities, low-income families, the elderly, and the disabled; and

WHEREAS, the GHA is in need of a law firm to provide comprehensive legal services including but not limited to general counsel representation, file lawsuits on behalf of GHA, represent the GHA in any lawsuits filed, provide written legal opinions with respect to regulations of the Local Government Code, Code of Federal Regulations, HUD Procurement Standards and others as necessary, represent GHA in informal hearings or formally in a court of law, attend each regular meeting of the Board of Commissioners, and provide legal representation and act as liaison with HUD matters (the "legal Services"); and

WHEREAS, the GHA issued a Request for Proposals dated December 21, 2011 (hereinafter referred to as the "RFP") to procure counsel for the Legal Services and Tramonte/Urbani submitted a proposal in response to the RFP; and

WHEREAS, the Tramonte/Urbani proposal was determined to be the most advantageous to GHA, and GHA selected Tramonte/Urbani to serve as GHA's general counsel in connection with Comprehensive Legal Services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. TERM

This contract shall become effective on the above referenced date and shall continue in effect for a period of one (1) year.

2. SCOPE OF SERVICES

2.1 Services under this Contract will include all of those general and specific tasks regarding comprehensive legal services and HUD representation as set forth in the RFP in the section entitled Scope of Services. Tramonte/Urbani will only render legal services to the GHA upon the request of the GHA.

Robert Bastien will be "Lead Counsel". All requests from GHA for legal services shall initially be made through him. Mr. Bastien will attend all Regular and Special Meetings of the Board of Commissioners, and meetings of Committees of the Board when requested. Requests to Mr. Bastien for legal services should generally be made through the Chairperson of the Board of Commissioners or the Executive Director. However, Attorneys are authorized to respond to requests for services or consultation from individual Commissioners when it becomes apparent from Board meetings that the matters at hand are matters of current concern to the Board. Similarly, individual GHA department heads or managers (including the Public Information Officer) may contact the Attorneys directly to discuss matters of concern.

Upon prior approval by GHA and to the extent legally permissible, the Attorneys may engage the services of subcontractors to perform the work necessary to carry out the tasks enumerated herein.

2.2 In the event that a request for legal services made by the GHA to the Attorneys involves a third party (i.e. a party who is seeking to contract with the GHA and/or a party involved in a dispute with the GHA and/or a party whose rights may otherwise be affected in conjunction with the legal services being requested), it will be necessary for the Attorneys to conduct a survey of the other clients of the Attorneys for the purpose of determining whether the third party is also a client of the Attorneys. In the event that the third party is determined to be a client (or former client) of the Attorneys and, as a result the Attorneys conclude that a conflict of interest exists in the representation of the GHA on the matter, the Attorneys must decline the representation of both the GHA and the third party on the matter, unless a written waiver of the conflict of interest is executed by both the GHA and the third party (and provided that such waiver is approved by the Attorneys). In the event that such a conflict of interest arises, upon request, the Attorney in Charge will provide the GHA with the names and published qualifications of other attorneys, for the purpose of the GHA's consideration in retaining such attorney(s) with regard to the matter.

2.3 In the event that GHA's Board or insurers independently retain specialized counsel (including counsel on the topics of finance, LIHTC regulations, mixed-income and mixed-finance housing, employment, and/or premises liability), Tramonte/Urbani should be kept informed of the nature and content of the legal services performed for GHA by such specialized counsel, inasmuch as these matters affect GHA generally, and can have legal consequences beyond the specific area being dealt with by other counsel.

3. COMPENSATION

3.1 The Attorneys shall perform all services required under the contract consistent with the terms of the Response to Request for Proposals for Comprehensive Legal Services issued by GHA as submitted by Tramonte/Urbani (the "Attorney's Response").

Fee compensation to be paid the Attorneys by GHA for performance of legal services and reimbursement of expenses hereunder shall be at the following hourly rates:

Personnel	Hourly Rate
Robert Bastien	\$180
Sam G. Tramonte	\$200
Pete Urbani	\$200

3.2 In the event that the assistance of other, additional counsel or specialized counsel is required, approval to retain such counsel will be sought from the Board: The charges made by such counsel will be billed at the then-current rate for such counsel, which shall not, in any event, exceed \$350.00 per hour.

3.3 The Attorneys will ensure that the levels of services rendered are cost efficient. In addition to fee compensation referred to Section 3.1, the Attorneys shall be reimbursed for excess copying (in excess of 100 pages on an assignment) to be billed at 10 cents per page or at the out-of-pocket cost charged by a commercial copying service. Filing fees, deposition fees, court costs, process service, postage, and courier/delivery service fees will be billed at out-of-pocket costs.

4. GENERAL

4.1 As a condition precedent to any payment to the Attorneys under this contract, the Attorneys shall submit to GHA separate statements of account (invoices) which clearly set forth by dates (year, month, day) the designated items of work in specific detail, by whom performed, the time appropriately charged thereto. All time will be billed in increments of one-tenth of an hour, with a one-tenth of an hour minimum for any services. Each invoice shall only be due and payable upon approval by the GHA Executive Director or his/her designee. Such statements shall be submitted monthly, and invoices shall be paid by GHA within thirty (30) days of receipt of invoice.

4.2 Work assignments to the Attorneys under this Contract shall be made by the Chairman of the Board of Commissioners or Executive Director, although individual Commissioners and department heads (including the Public Information Officer) may contact the Attorneys directly to discuss matters of concern with the knowledge of the Executive Director.

5. NOTICES

Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by facsimile, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraphs of this contract. Notices delivered personally or in a facsimile shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three days after mailing.

The contact person for GHA will be:

Executive Director
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551
Phone: (409) 765-1903
Facsimile: (409) 765-1902

The contact person for Tramonte/Urbani will be:

Robert Bastien
2127 Broadway
Galveston, TX 77550
Phone: (409) 763-2454
Facsimile: (409) 763-4309

6. ENTIRE CONTRACT

The contract along with the RFP and any applicable amendments thereto, which are attached hereto and incorporated and made a part of this contract as if fully copied verbatim constitute the sole and only contract of the parties to it and supersedes any prior understanding or written or oral contract between the parties respecting this subject matter. Any oral representations or modifications concerning this instrument shall be of no force of effect excepting a subsequent modification in writing signed by the party to be charged.

7. GOVERNING LAW

This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Contract are performable in the State of Texas.

8. SUCCESSORS AND ASSIGNS

This contract shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns. No assignment of this Contract shall be made without prior approval of the parties.

9. CONCURRENT REMEDIES

No right or remedy herein conferred on or reserved to a party hereto is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of each other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. GENDER

Whenever the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

11. LEGAL CONSTRUCTION

In the event that one or more of the provisions contained in this Contract shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

12. HUD GENERAL CONDITIONS

The General Contract Conditions included in RFP (HUD Form 5370-C) shall apply to this contract and are incorporated herein by reference.

13. COURT ACTIONS

The Attorneys agree to give GHA immediate notice in writing of any actions or suits filed and prompt notices of any claims made against GHA or any of the parties involved in the implementation and administration of this Contract.

14. RECORDS FOR AUDIT PURPOSES

Without limitation to any other provision of this Contract, the Attorneys shall maintain all records concerning the program or project financed under this Contract which GHA

reasonably requires for five (5) years from the expiration date of the Contract unless a longer period is required under Title 24, CFR Sec. 85.42.

The Attorneys shall maintain records required by 24 CFR Sec 85.36 for the period that the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), requires the records to be maintained.

The Attorneys will give the GHA, and subject to GHA approval, HUD, the Comptroller General of the 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 services provided hereunder. The right to access shall continue as long as the records are required to be maintained.

15. TERMINATION OF AGREEMENT AND LEGAL SERVICES

Notwithstanding anything to the contrary herein, this Contract and all legal services to be rendered hereunder may be terminated at any time by 60 days' written notice from either party, with or without cause. In such event, all finished and unfinished documents, pleadings, exhibits, project data, reports and evidence, shall, at the option of GHA become its property and shall be delivered to it or to any party it may designate. In the event of such termination, counsel shall be paid for all satisfactory work approved by GHA, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination.

16. NON-APPROPRIATION CLAUSE

The Attorneys understand that GHA is a governmental entity and should it not be funded for any period during the term of this Contract, any sums due for the remainder of the term shall be forgiven, and this Contract shall be automatically terminated, and GHA shall not be liable for payment thereof. GHA must give written notice to the Attorneys within thirty (30) days, if possible, after learning that funds will not be available. For this contract, the GHA hereby certifies that adequate funds are available to complete the services outlined herein.

17. INDEPENDENT CONTRACTOR

The Attorneys are independent contractors of GHA and not employees of GHA. Nothing contained in this Contract will be deemed or construed to create a partnership between the Attorneys and GHA. The Attorneys will have no authority to create any obligation or make representations or warranty binding on GHA. All personnel supplied or used by the Attorneys in connection with this Contract will not be deemed employees, agents or subcontractors of GHA for any purpose whatsoever.

18. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Attorneys shall indemnify, defend, and hold the GHA (which, for purposes of this Section of the Contract shall include any affiliate or related entities of GHA) and their officers, agents, and employees (the "indemnified persons") harmless from all liability, loss or damage, including attorney's fees and expenses, resulting from those claims, demands, and causes of action of every kind and character asserted by any person (including, without limitation, the indemnified persons' or attorneys' employees), for bodily injury, death, or property damage arising out of or in connection with Attorneys' negligent acts or omissions.

Attorneys shall be responsible for all damage and loss sustained by it to its equipment utilized in performance of Attorneys' services hereunder.

Notwithstanding anything contained herein to the contrary, Attorneys' indemnification of the indemnified persons is limited to \$1,000,000 per occurrence.

GHA shall notify Attorneys of any claims GHA receives notice of asserted against the indemnified persons with respect to which indemnified persons are indemnified against loss by Attorneys hereunder within fifteen (15) days of GHA's receipt of notice of such claim, and shall promptly deliver to Attorneys the original or a true copy of any summons or other process, pleading, or notice issued or served in any suit or other proceeding to assert or enforce any such claim. If GHA or any of the indemnified persons do not provide this notice within the fifteen (15) day period, it does not waive any right to indemnification except to the extent that Attorneys are prejudiced, suffers loss, or incurs expense because of the delay.

Following such notification, and except as otherwise provided below, Attorney shall defend any such suit at its sole cost and expense with attorneys of its own selection who are reasonably satisfactory to GHA.

Attorneys shall control the defense and any negotiations to settle the claim, but the indemnified persons shall have the right, if they see fit to participate in such defense at their own expense. Attorneys shall have the power to settle the claim without the consent or agreement of GHA unless the settlement would: (1) result in injunctive relief or other equitable remedies or otherwise require the indemnified persons to comply with restrictions of limitations that would adversely affect the indemnified persons, (2) require that indemnified persons pay amounts that the Attorneys do not fund in full, or (3) not result in the indemnified persons' full and complete release from all liability to the claimants or other parties that are parties to or are otherwise bound by the settlement.

If Attorneys notify the GHA in writing within ten (10) days after receipt of GHA's written notice of a claim and request for indemnification that it elects not to defend the claim, GHA or

any of the indemnified persons shall assume and control the defense and all defense expense shall constitute an indemnification loss.

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The Attorneys shall comply with the Federal Regulations listed below:

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- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibition against discrimination of handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990;
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs;
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated; and
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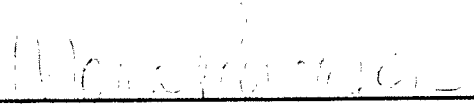
CONTRACT NO: C-12-005
COMPREHENSIVE LEGAL SERVICES

Tramonte, Tramonte & Bastien, and P. Urbani, Jr.

) Conflicts may arise not only from attorneys named in the Contract but also from representation of parties to transactions involving the GHA by any other member of the firm, regardless of whether the attorney is in the same office or a branch office.


Effective as of the date first written in this Contract.

HOUSING AUTHORITY OF THE CITY OF
GALVESTON, TEXAS

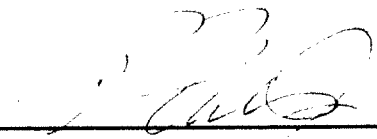
 -412

Mona Purgason, Interim Executive Director

TRAMONTE, TRAMONTE & BASTIEN



Robert E. Bastien

) 

P. Urbani, Jr.

)

John K. McIlwain
360 Court Street #23
Brooklyn, NY 11231
202-656-0390
ohn.k.mcilwain@gmail.com

*See RFP
for SPA Special
for the
back*

April 16, 2012

Mr. Stanley Lowe
Executive Director
The Galveston Housing Authority
4700 Broadway
Galveston, Texas 77551

Re: Proposal for Consulting Services

Dear Stanley,

The Galveston Housing Authority (GHA), as you know, is engaged in extensive negotiations with the U.S. Department of Housing and Urban Development (HUD), the State of Texas and various local housing advocates in connection with the redevelopment of public housing destroyed by Hurricane Ike. It would be my pleasure to provide advice and consulting services to the GHA in connection with these negotiations.

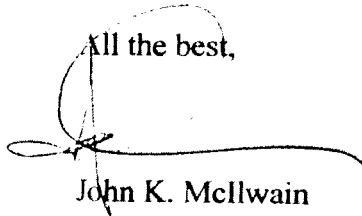
I have had the opportunity to become familiar with the issues involved in these negotiations and the positions being taken by the various parties. My own view is that the GHA is advocating for the best possible way to redevelop public housing in Galveston. The GHA's plans will provide a high quality of mixed income housing that avoids isolating low-income families from the community. I am optimistic that GHA eventually will prevail in this effort, though unfortunately the outcome is far from certain given the intransigence shown by the State of Texas General Land Office.

My experience with negotiations of this nature spans some 40 years. My first experience was when I was the Deputy Director of the Maine State Housing Authority. Thereafter I served as the Chief of Staff to the Assistant Secretary for Housing at HUD at a time when he was in charge of all public housing in the United States. For 15 years I practiced law in Washington, DC where I provided legal representation for clients involved in negotiations over many housing issues with HUD, including public housing agencies. More recently, as both a Senior Fellow at the Urban Land Institute and as a consultant on housing and urban development issues, I have had the opportunity to provide advice to the Los Angeles Housing Authority, the Seattle Housing Authority, and the Atlanta Housing Authority. I have enclosed a personal bio for your review.

The rate for my consulting services for public housing agencies is \$250 per hour plus any out-of-pocket expenses including travel. I am also happy to discuss either a fixed monthly retainer or a fixed fee engagement if you wish.

It would be a great pleasure to have the opportunity to work with you, the Board, and staff of the GHA. During my forty year career in affordable housing, it has always been important to me to be able to find ways to improve the housing and living conditions of low and moderate income families. The GHA is fighting to accomplish just this and I would be honored to have the opportunity to be helpful to the GHA in this matter.

All the best,

A handwritten signature in black ink, appearing to read "John K. McIlwain". The signature is written in a cursive style with a long horizontal stroke extending to the right.

John K. McIlwain

Encl.

CONTRACT

Page 1 Of 1

1. Contract No: C-12-008 3. Requisition Project #:	2. Effective Date: 4/16/2012 4. Awarded by: Galveston Housing Authority 4700 Broadway Galveston, Texas 77551
---	---

5. Name and Address of Contractor: John K. McIlwain 360 Court Street #23 Brooklyn, NY 11231 (202) 656-0390	6. Delivery: [x] Other
--	-------------------------------

7. Submit Invoices to/Payment will be made by: Galveston Housing Authority 4700 Broadway Galveston, Texas 77551 Attn: Finance Department	8. Accounting/Appropriation Date:
--	-----------------------------------

9a. Item No.	9b. Supplies or Service	9c. Quantity	9d. Unit	9e. Unit Price	9f. Amount
	Consulting: \$250/hour plus out of pocket expenses including travel				

9g. Total Amount: **NTE: \$25,000.00**

10. Table of Contents

Sec.	Description	Page #	Sec.	Description	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:

John McIlwain 4/21/12
 (Name & Title) (Date)

[Signature]
 (Signature of person authorized to sign)

13. GHA Signature:

[Signature]
 (Name of Contracting Officer)

Stanley Low, EO
 (Signature of Contracting Officer)

This CONTRACT ("the Contract") effective as of the 13th of April, 2012, by and between the Housing Authority of the City of Galveston, Texas d/b/a Galveston Housing Authority, whose principal place of business is located at 4700 Broadway Street, Galveston, Texas 77551 (hereinafter referred to as "GHA"), the law firm of Reno & Cavanaugh PLLC, whose principal place of business for purposes of this Contract is 455 Massachusetts Avenue NW, Suite 400, Washington, DC 20001 (hereinafter referred to as "Reno & Cavanaugh" or "Attorney").

WITNESSETH:

WHEREAS, the GHA is a public body corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas and currently engaged in such business as defined in the Housing Authority Law as set forth in Chapter 392 of the Texas Local Government Code, including the services of providing decent, safe, and sanitary housing to the residents of its facilities, low-income families, the elderly, and the disabled; and

WHEREAS, the GHA is in need of law firms to provide specialized legal services including but not limited to development counsel representation and other HUD matters generally (the "Legal Services"); and

WHEREAS, the GHA issued a Request for Proposals dated December 15, 2011 (hereinafter referred to as the "RFP") to procure counsel for the Legal Services and Reno & Cavanaugh submitted a proposal in response to the RFP.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. TERM

This contract shall become effective on the above referenced date and shall continue in effect for a period of one (1) year.

2. SCOPE OF SERVICES

2.1 Services under this Contract will include all of those general and specific tasks regarding development services and HUD representation as set forth in the RFP in the section entitled Scope of Services. Reno & Cavanaugh will only render legal services to the GHA upon the request of the GHA.

Lead attorneys shall be Julie S. McGovern and Efreem Levy, who shall manage the Attorneys and will coordinate the necessary tasks and ensure that the required tasks are performed properly and timely.

Upon prior approval by GHA and to the extent legally permissible, the Attorneys may engage the services of subcontractors to perform the work necessary to carry out the tasks enumerated herein.

2.2 In the event that a request for legal services made by the GHA to the law firm involves a third party (i.e. a party who is seeking to contract with the GHA and/or a party involved in a dispute with the GHA and/or a party whose rights may otherwise be affected in conjunction with the legal services being requested), it will be necessary for the law firm to conduct a survey of the other clients of the firm for the purpose of determining whether the third party is also a client in the firm. In the event that the third party is determined to be a client (or former client) of the law firm and, as a result the firm concludes that a conflict of interest exists in the representation of the GHA on the matter, the law firm must decline the representation of both the GHA and the third party, unless a written waiver of the conflict of interest is executed by both the GHA and the third party (and provided that such waiver is approved by the law firm). In the event that such a conflict of interest arises, upon request, the Attorney in Charge will provide the GHA with the names and published qualifications of other attorneys, for the purpose of the GHA's consideration in retaining such attorney(s) with regard to the matter.

Further, in regard to any requested services involving bond work, the law firm anticipates needing to refer these services to an attorney or law firm whose practice involves the rendition of services of this nature. In the event that services of this nature are requested, upon request, the Attorneys will provide the GHA with the names and published qualifications of other attorneys, for the purpose of the GHA's consideration in retaining such attorney(s) with regard to the issue.

3. COMPENSATION

3.1 The Attorneys shall perform all services required under the contract consistent with the terms of the Response to Request for Proposals for Specialized Legal Services issued by GHA as submitted by Reno and Cavanaugh (the "Attorney's Response"). Fee compensation to be paid the Attorneys by GHA for performance of legal services and reimbursement of expenses hereunder shall be at the following hourly rates:

Specialized Legal Services

Personnel	Hourly Rate
Members: Efrem Levy	\$330
Julie McGovern	\$330
Martin Walsh	\$330
Associates: Lauren Lyon-Collis	\$275
Laura Schwarz	\$225
Paralegal/Law Clerk	\$120

3.2 The Attorneys will ensure that the levels of services rendered are cost efficient. In addition to fee compensation referred to Section 3.1, the Attorneys shall be reimbursed for reasonable travel costs, photocopying, legal research services, and delivery service. Reimbursement for travel expenses and lodging will be subject to preapproval by GHA.

4. GENERAL

4.1 As a condition precedent to any payment to the Attorneys under this contract, the Attorneys shall submit to GHA separate statements of account (invoices) which clearly set forth by dates (year, month, day) the designated items of work in specific detail, by whom performed, the time appropriately charged thereto prorated in terms of six (6) minute intervals, in connection with an hourly rate and the total number of hours charged under each rate for each attorney. Each invoice shall only be due and payable upon approval by the GHA Executive Director or his/her designee. Such statements shall be submitted monthly, and invoices shall be paid by GHA within thirty (30) days of receipt of invoice.

4.2 Work assignments to the Attorneys under this Contract shall be made by the Executive Director or such other persons as may be designated to the Attorneys.

5. NOTICES

Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by facsimile, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraphs of this contract. Notices delivered personally or in a facsimile shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three days after mailing.

The contact person for GHA will be:

Deyna Sims-Hobdy, Director, Real Estate Services
Galveston Housing Authority
4700 Broadway
Galveston, TX 77551
Phone: (409) 765-1980
Facsimile: (409) 765-1981

The contact person for Reno & Cavanaugh will be:

Julie McGovern or Efreem Levy
455 Massachusetts Ave, NW
Washington, DC 20001
Phone: (202) 349-2472

6. ENTIRE CONTRACT

The contract along with the RFP and any applicable amendments thereto, which are attached hereto and incorporated and made a part of this contract as if fully copied verbatim constitute the sole and only contract of the parties to it and supersedes any prior understanding or written or oral contract between the parties respecting this subject matter. Any oral representations or modifications concerning this instrument shall be of no force of effect excepting a subsequent modification in writing signed by the party to be charged.

7. GOVERNING LAW

This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Contract are performable in the State of Texas.

8. SUCCESSORS AND ASSIGNS

This contract shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns. No assignment of this Contract shall be made without prior approval of the parties.

9. CONCURRENT REMEDIES

No right or remedy herein conferred on or reserved to a party hereto is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of each other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. GENDER

Whenever the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.

11. LEGAL CONTRSRICTION

In the event that one or more of the provisions contained in this Contract shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

12. HUD GENERAL CONDITIONS

The General Contract Conditions included in RFP (HUD Form 5370-C) shall apply to this contract and are incorporated herein by reference.

13. COURT ACTIONS

The Attorneys agree to give GHA immediate notice in writing of any actions or suits filed and prompt notices of any claims made against GHA or any of the parties involved in the implementation and administration of this Contract.

14. RECORDS FOR AUDIT PURPOSES

Without limitation to any other provision of this Contract, the Attorneys shall maintain all records concerning the program or project financed under this Contract which GHA reasonably requires for five (5) years from the expiration date of the Contract unless a longer period is required under Title 24, CFR Sec. 85.42. The Attorneys shall maintain records required by 24 CFR Sec 135.120 for the period that the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), requires the records to be maintained. The Attorneys will give the GHA, and subject to GHA approval, HUD, the Comptroller General of the 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 services provided hereunder. The right to access shall continue as long as the records are required to be maintained.

15. TERMINATION OF AGREEMENT AND LEGAL SERVICES

Notwithstanding anything to the contrary herein, this Contract and all legal services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, pleadings, exhibits, project data, reports and evidence, shall, at the option of GHA become its property and shall be delivered to it or to any part it may designate. In the event of such termination, counsel shall be paid for all satisfactory work approved by GHA, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination.

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The Attorneys understand that GHA is a governmental entity and should it not be funded for any period during the term of this Contract, any sums due for the remainder of the term shall be forgiven, and this Contract shall be automatically terminated, and GHA shall not be liable for payment thereof.

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CONTRACT NO: C-12-006
SPECIALIZED LEGAL SERVICES

Reno & Cavanaugh

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Passed by Resolution effective April 13, 2012.

HOUSING AUTHORITY OF THE CITY OF
GALVESTON, TEXAS



Stanley Lowe, Executive Director

RENO AND CAVANAUGH


Julie McGovern, Member