

Housing Choice Voucher Mobility Demonstration Program

Mobility Related Services Agreement

This Housing Choice Voucher Mobility Demonstration Program - Mobility Related Services, Agreement ("Agreement") is entered into on this _____ day of _____ 2020 ("Effective Date"), by and between CHOSEN VENDOR ("VENDOR") and Harris County Housing Authority ("HCHA").

RECITALS

On September 21, 2020, HCHA issued Request for Proposals 20-03 ("RFP 20-03") seeking Housing Choice Voucher Mobility Demonstration Program - Mobility Related Services ("Mobility Related Services") attached to this Agreement as Exhibit "A" below.

After seeking a reasonable number of Proposals, HCHA has determined that VENDOR submitted a proposal, attached to this Agreement as Exhibit "B" (" Proposal") that represents the best value to HCHA, considering price and other factors set forth in RFP 20-03.

Because VENDOR was the responsive and responsible VENDOR that submitted a proposal representing the best value to HCHA, considering price and other factors set forth in RFP 20-03, HCHA selected VENDOR, and VENDOR has agreed to provide Mobility Related Services to HCHA.

TERMS

1. **SCOPE OF SERVICES.** VENDORS shall provide Mobility Related Services to the HCHA as specified in RFP 20-03 and all attachments thereto.

A. The services performed by VENDOR shall include the following listed services, along with those described in VENDOR's Proposal, but will not be limited to:

1. PRE-MOVE SERVICES:

- Creating customized plans to address individual family barriers to renting a unit in an opportunity area, such as adverse credit, lack of credit, or negative rental or utility history.
- Providing information on schools, the opportunity to tour and meet with school staff, educators, and any necessary educational support services, neighborhood amenities, and the short-term and long-term benefits of moving to an opportunity area.

2. HOUSING SEARCH ASSISTANCE:

- Helping an individual family identify and tour available units in opportunity areas, including physically accessible units and features for family members with disabilities.
- Assisting with the completion of rental applications and PHA forms.
- Assist with expediting the PHA leasing process.

3. FAMILY FINANCIAL ASSISTANCE

- Creating customized assistance to help remove specific cost barriers to initial lease-up in an opportunity area by providing funds for application fees, moving fees, security deposits.

4. LANDLORD RECRUITMENT

- Conducting concerted outreach for increased landlord participation in opportunity areas
- Providing enhanced customer service.
- Assist in expediting inspections
- Proving financial incentives with mobility-related service funding such as damage mitigation funds, signing bonuses, or vacancy payments, which may help encourage more landlords in opportunity areas to participate.

5. POST-MOVE SERVICES:

- Helping families locate neighborhood resources and amenities and navigate enrolling their children in local schools.
- Conducting regular check-in's, services, and supporting the adjustment to a new neighborhood.
- Providing subsequent move counseling for families who may want to move again after their initial opportunity area move. PHA's will offer some of the same services they provided initially as part of second move counseling.

6. ADDITIONAL SERVICES REQUIREMENTS:

- The mobility-related services provider shall be responsible for the hiring, firing, and training of its staff.
- The mobility-related services provider shall be responsible for the purchase of all required supplies and services.
- The mobility-related services provider shall maintain full fiscal management responsibilities for the services it provides, including preparing annual operating budgets, monthly financial reporting, and keeping expenses and income within approved budget amounts.
- Provide weekly and monthly reports as specified by the **HCHA**.

- B. The services performed by VENDOR shall be as an independent contractor. VENDOR is not an agent, partner, or joint venturer of HCHA. VENDOR shall not represent itself to third persons to be other than an independent contractor of HCHA, nor shall VENDOR permit itself to offer or agree to incur or assume any obligations or commitments in the name of HCHA or for HCHA without the prior written consent and authorization of the HCHA. VENDOR shall be responsible for payment of all taxes arising out of VENDOR's activities under this contract. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. VENDOR shall have and retain the exclusive right of control over its employees' employment, firing, discipline, compensation, insurance, and benefits in accordance with applicable laws. VENDOR has no authority to bind or otherwise obligate HCHA orally, in writing, or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between VENDOR and HCHA. Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.
- C. **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT VENDOR IS NOT AN INDEPENDENT CONTRACTOR, VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS HCHA FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY HCHA AS A RESULT OF THIS DETERMINATION.**
- D. VENDOR warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- E. VENDOR is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for HCHA. VENDOR shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance, and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.
- F. **HCHA'S PAYMENT IS TO VENDOR. HCHA SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO VENDOR'S WORKERS OR SUBCONTRACTORS. VENDOR SHALL INDEMNIFY AND HOLD HCHA HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- G. VENDOR's workers are not entitled to any contributions by or benefits from HCHA for any pension plan, bonus plan, or any other benefit plan. VENDOR and the workers furnished by VENDOR shall not be entitled to any fringe benefits or similar

benefits afforded to employees of HCHA. HCHA is not liable for payment of any federal or state taxes and charges, including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Section shall survive the expiration or termination of this Agreement.

- H. HCHA is not responsible to **VENDOR** or **VENDOR's** workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a (1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended, or any provisions of the Texas Labor Code Ann., as amended. **HCHA will not be responsible for overtime wages.**
2. **CHARGES.** **VENDOR** understands and agrees that HCHA is exempt from all federal, state, and local taxes unless otherwise stated in this Agreement. HCHA shall pay to **VENDOR** an **AMOUNT TO BE DETERMINED.**
3. **IMMUNITY.** Nothing in this Agreement is intended to waive HCHA's immunity.
4. **ACCESS TO RECORDS.** **VENDOR** understands and agrees to allow duly authorized representatives of HCHA, Harris County, the United States Department of Housing and Urban Development, the Comptroller General of the United States, the United States General Accounting Office, or other local, state, and federal government representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by **VENDOR.** The right to access shall continue as long as the records are required to be maintained. **VENDOR** further understands and agrees that:
- A. HCHA shall release any and all information necessary to comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"), without the prior written consent of **VENDOR**;
- B. HCHA and its Commissioners, Officers, and Employees may request advice, decisions, and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the PIA to any information or data furnished to HCHA, whether or not the same is available to the public;
- C. HCHA and its Commissioners, Officers, and Employees, shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and HCHA and its Commissioners, Officers, and Employees, shall have no liability or obligations to **VENDOR** for the disclosure to the public, or to any person or persons, of any information or data furnished to HCHA in reliance on any advice, decision, or opinion of the Attorney General. In the event HCHA receives a written request for information pursuant to the PIA that affects **VENDOR's** rights, title to, or interest in any information or data or a part thereof, furnished to HCHA by **VENDOR** under this Agreement, then HCHA will promptly notify **VENDOR** of such request. **VENDOR** may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the PIA. **VENDOR** is

solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the PIA. VENDOR is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged;

- D. VENDOR's e-mail addresses that are provided to HCHA, including any affiliate of HCHA, are subject to disclosure. This consent is intended to comply with the requirements of the PIA and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by VENDOR and agents acting on behalf of VENDOR and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise;
 - E. VENDOR shall maintain all records concerning the program or project financed under this Agreement which HCHA reasonably requires for five (5) years from the termination of this Agreement unless a longer period is required under 2 C.F.R. §§ 200.300-.309, or other applicable regulations.
5. **GOVERNING FORMS.** In the event of any conflict between the terms and provisions of this Agreement, RFP 20-03, and/or VENDOR's Proposal, this Agreement shall govern. In the event of any conflict of interpretation of any part of this Agreement, RFP 20-03, and/or VENDOR's Proposal, HCHA's interpretation shall govern.
 6. **AMENDMENTS TO BE IN WRITING.** This Agreement may not be altered, changed, or amended except by a written agreement signed by all parties.
 7. **GOVERNING LAW.** Laws and regulations applicable to this Agreement include but are not limited to the Texas Housing Authorities Law (Chapter 392 of the Texas Local Government Code), the requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated, the requirements of Executive Orders 11625, 12432 and 12138 to implement Minority Business Enterprises (MBE) and Women's Business Enterprise (WBE) participation goals in Federal Agency Programs, and, to the extent applicable, the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to conflicts of laws principles. Venue for any action under this Agreement rests exclusively in the Federal and State Courts located in Harris County, Texas.
 8. **INVOICES AND PAYMENTS.** VENDOR shall submit its original itemized invoices and Taxpayer Identification Number to HCHA. HCHA shall pay VENDOR the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing Party, which may be HCHA or VENDOR, shall pay the reasonable attorney fees of the prevailing Party.

9. **POTENTIAL CONFLICTS OF INTEREST.** VENDOR and all VENDOR personnel performing services under this Agreement shall read and be familiar with HCHA's Ethics Policy and shall refrain from any conduct that will, or may, result in the violation of the Ethics Policy by any of HCHA's Commissioners or employees. If, at any time, an actual or apparent conflict of interest arises related to the work contemplated under this Agreement, including any violation of the Ethics Policy, the Consultant shall immediately disclose such conflict in writing to HCHA. This paragraph shall survive the termination of this Agreement.
10. **TERM.** The term of this Agreement begins on the Effective Date and ends one (1) year from the Effective Date but may be renewed for up to three (3) additional one (1) year terms at the sole option of HCHA. Either Party, however, in its sole discretion, may terminate this Agreement sooner with, or without, cause by providing thirty (30) days' written notice to the other.
11. The following exhibits/documents are expressly made a part of this Agreement:
- Exhibit A** RFP 20-03
 - Exhibit B** VENDOR's Proposal, including all attachments required by RFP 20-03
 - Exhibit C** Conflict of Interest Questionnaire (CIQ)
 - Exhibit D** M/WBE Participation Form, Bidder's Proposed M/WBE Participation Form and Format for Record Keeping, Estimated Project, WorkForce Breakdown – M/WBE Participation
 - Exhibit E** Affirmative Action for Handicapped Workers
 - Exhibit F** Instruction to Offerors, Non-Construction Contracts HUD Form-5369-B
 - Exhibit G** Certifications and Representations of Offerors for Non-Construction Contracts HUD Form-5369-C
 - Exhibit H** General Conditions for Non-Construction Contracts HUD Form-5370-C
 - Exhibit I** Non-Collusive Affidavit
 - Exhibit J** Certification of Payments to Influence Federal Transactions HUD Form-5371
 - Exhibit K** Declaration
 - Exhibit L** HCHA Section 3 Policy
 - Exhibit M** HCHA Ethics Policy

VENDOR shall complete all required forms prior to the commencement of any work.

12. VENDOR shall receive payments and notices in writing at the following address:

VENDOR

ATTN: _____

13. HCHA shall receive notices in writing at the following address:

Harris County Housing Authority
P.O. Box 53028
Houston, Texas 77052
ATTN: Horace Allison, CEO

AGREED to on the dates shown below by:

CHOSEN VENDOR

HARRIS COUNTY HOUSING AUTHORITY

By: _____
Name & Title: _____
Date: _____

By: _____
HORACE ALLISON, CEO
Date: _____