**ENGAGEMENT AGREEMENT FOR LEGAL SERVICES**

The HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS A/K/A SAN ANTONIO HOUSING AUTHORITY a public corporation, and its instrumentalities (referred to collectively as “the Authority”), and the law firm of Bracewell LLP (“Attorneys”) agree as follows:

# Authorization of Services

Any and all work performed by the Attorneys must be authorized in advance.

II. Scope of Services

Attorneys have agreed to provide your services at the rates submitted in your most recent proposal for legal services to the Authority and will be billed in 1/10 hour increments. The services that you will provide are to assist in the Phase III of the Choice Grant (Phase IV of Wheatley) as detailed in the attached Scope of Work. The charges will be a flat fee of $80,000.00 to be paid at closing. Approval must be obtained in advance for any additional charges incurred to the Authority.

III. Billing

Attorneys shall prepare and present to the Authority a monthly statement identifying the matters for which legal services have been performed, the services provided or actions taken, the attorney performing such work, and the amount of time spent performing such work, along with an itemization of all related expenses.

IV. Expense Reimbursement

Not Applicable.

V. Conflicts of Interest

Attorneys represent that they are duly qualified by law to perform the services and work contemplated herein, that they have not employed any person to solicit or procure this contract and have not made and will not make any payment or agreement for compensation in connection with the procurement of this contract.

No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

Attorneys (including partners, associates, and professional employees) covenant that they do not have any interest and shall not acquire any interest, direct or indirect, in the area covered by the projects of the Authority or any parcels therein, or any other pecuniary interest in a business which would conflict in any manner or degree with the performance of their services hereunder. Attorneys further covenant that, in the performance of their duties hereunder, no person having any such interest shall be employed.

VI. Nondiscrimination

During the performance of this Agreement, the Attorneys agree as follows:

The Attorneys will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disabilities as defined in the Americans with Disabilities Act. The Attorneys will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, 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 Attorneys agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

The Attorneys will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that provisions will be binding upon each Attorney, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

VII. Duration of Contract

The project should be completed timely.

VIII. Entire Agreement

This Contract contains the entire understanding between the parties and replaces all prior agreements or understandings for legal services.

IX. Arbitration

If a dispute, claim or controversy arises concerning any aspect of the legal representation by Attorneys (including the amount of any fees or charges) or any act or omission by an employee of Attorneys (the “Dispute”), that Dispute shall be referred to binding arbitration under the auspices of the American Arbitration Association (“AAA”) in accordance with the AAA’s rules for resolution of commercial disputes. The issues to be arbitrated will be decided under Texas law, but the arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16.

**Bracewell LLP**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: James Plummer

AGREED AND ACCEPTED:

SAN ANTONIO HOUSING AUTHORITY

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Muriel Rhoder

Chief Administration Officer

ATTACHEMENTS: ADDENDUM AND SCOPE OF WORK

ADDENDUM TO ENGAGEMENT AGREEMENT

1. The Authority and the Attorney engaged to provide professional legal services to the Authority agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into the Authority and the Attorney’s engagement agreement as if they had been set forth at length therein.

2. During the pendency of the legal services engagement, the Attorney shall not, without HUD approval, represent any officer or employee of the Authority, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to the Authority operations.

3. The Attorney has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by the Attorney cannot be inconsistent with the foregoing obligation. Specifically, the Attorney shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to the Authority records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to The Authority. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records. See 24 CFR. § 85.42(e)(1); HUD Handbook 7460.7 REV-2, § 1-2 (B)(2).

4. The Authority and the Attorney shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to the Attorney’s engagement. Such records constitute “The Authority records” and are subject to section 3, above.

5. If HUD or the Authority determines that the Attorney is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify the Attorney of such violation. The Attorney will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If the Attorney fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that the Authority terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) the Authority, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction The Attorney pursuant to 24 CFR. Part 24.

6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

**SCOPE OF WORK**

* Generally: Lead on matters of local law, equity documents, third party loan documents, including but not limited to:
  + Lead on negotiation Limited Partnership or Operating Agreement, equity guaranties, purchase option and right of first refusal.
  + Lead on review and comment on third party loan documents
  + Review SAHA loan documents for state law.
  + Lead on construction contract review
  + Handle title and survey as necessary
  + Negotiate any easements, cross phase documents.
  + Arrange tax exemption
  + Local opinions
  + Advise R&C as appropriate
  + Joint lead with Bracewell on overall structuring
  + Prepare recording order
  + Manage attorney side of due diligence
  + Resolutions and consents
  + Advise and work with Reno & Cavanaugh as appropriate