

## PROFESSIONAL SERVICES AGREEMENT

THIS Professional Services Agreement (the "Agreement") is made and entered into as of this the 2<sup>nd</sup> day of December, 2019, by and between The Northern Regional Housing Authority, (the Authority) a quasi-governmental authority authorized to act pursuant to the provisions of §11-3A-1 *et seq.* NMSA 1978, and Raton Housing Authority (the Contractor) a quasi-governmental authority authorized pursuant to the provisions of 11-3A-1 *et seq.* NMSA 1978.

### RECITALS:

WHEREAS, Northern Regional Housing Authority, (the Authority) has determined that it will contract management services for its overall operation; and

WHEREAS, Contractor is capable of operating such programs in compliance with HUD regulations and has agreed to undertake the responsibilities for assistance in the management of the Authorities operations on the Authority's behalf, and to manage the Authority in operations of its Housing Choice Voucher Program and Low Rent Public Housing program;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the Authority and Contractor do hereby agree as follows:

1. Responsibility of Contractor. Effective the 2<sup>nd</sup> day of December 2019, Contractor will assume responsibility for management of the Authority pursuant to the terms and conditions set forth herein. Contractor will focus efforts on the rebuilding of the overall management, maintenance and management of the CFP program and other required agency wide work to bring NRHA into compliance with state and federal laws and regulations. Terry Baca, the Raton Housing Authority Executive Director will serve as the Acting Executive Director for the NHRA.

2. Term of Agreement. Contractor shall begin its responsibilities hereunder on the 2<sup>nd</sup> day of December 2019. Such responsibilities shall continue until the 1<sup>st</sup> of May 2020, unless this Agreement is earlier terminated pursuant to the provisions of Article 6 hereof.

3. Scope of Work. Contractor's responsibilities pursuant to this agreement shall include the following:

- a. Contractor shall assume management of the NRHA, on the Authority's behalf, the efforts of the Contractor will focus on the Authority's Operational management, maintenance, CFP program.
- b. Contractor will provide expert staff and contractors for a review of the Authority's operations. Contractor will also provide staff to assist in work on the Section 8 and Low Rent Public Housing programs.

4. Payments for Services. On or before the 1st day of each and every month during the term of this contract, the Authority will make a payment to the Contractor in the amount of \$12,000.00 dollars plus any mileage and per diem for travel for any Raton Housing Authority staff or board members involved in providing services to the NRHA. The Authority will provide a proration amount for any partial month's work provided by Raton Housing Authority management or staff.

5. Termination. This contract may be terminated by either party, with or without cause, upon Thirty (30) days' prior written notice to the other. Accordingly, if either party determines that it wishes to terminate this contract it shall, give notice of such termination, to the other party. Such notice must specify the effective date of such termination. Contractor will be paid for services rendered through the effective date of termination.

6. Cooperation of Parties. Once either party has given notice of termination to the other, the party giving such notice will cooperate fully to affect a smooth transition and handover of material. In addition, so long as this contract is in effect, the Authority will fully and completely cooperate with Contractor in the Contractor's performance of its duties hereunder. In conjunction therewith, the Authority shall provide and make arrangements for Contractor's free and unrestricted access to the Authority's program documents, as well as its operation and financial documents and information.

7. Status of Contractor. The parties acknowledge that Contractor is an independent contractor which will be performing professional services for the Authority. Neither the Contractor nor its agents and employees shall accrue leave, retirement, insurance, bonding, or other benefits afforded to employees of the Authority during the term of this contract. In addition, so long as the contract remains



in effect, no employee of the Authority shall be deemed to be an employee of Contractor unless Contractor has actually entered into an employment contract with such employee.

8. Taxes, Insurance, Licensing, and Other Costs. Contractor shall be solely responsible for paying all applicable taxes, insurance, and other benefits to its employees.

9. Indemnification. Contractor agrees to indemnify and hold harmless The Authority, its officers, Board members, agents, and employees from any and all losses or claims accruing or resulting from Contractor's performance of its obligations hereunder, except to the extent that such claims or losses have arisen as a result of the Authority's actions, including but not limited to its failure to provide full and complete information to Contractor, its failure to cooperate with Contractor, and/or any independent actions of the Authority, its officers, Board members, agents and/or employees. The Authority agrees to indemnify and hold Contractor, its officers, Board members, agents and employees harmless from any and all claims or losses accruing or resulting from any breach of the Authority's duties hereunder, or arising from any action taken by any person or entity prior to the effective date of this agreement, after the contractor's termination, or for which Contractor has had no responsibility during the term of this Agreement. These indemnity provisions shall survive the termination of this contract.

10. Conflicts of Interest. In executing this Agreement, Contractor agrees to abide with the Governmental Conduct Act, Section 1016-1 *et seq.*, NMSA 1978 and shall abide by any conflict of interest laws set forth in applicable federal regulations.

11. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Mexico.

12. Entire Agreement. This Agreement, as set forth herein, represents the entire Agreement of the parties regarding the subject matter hereof.

13. Modifications. No changes, alterations, additions or deletions to this Agreement shall be effective unless made in writing, executed by the parties hereto.

14. Time. Time shall be deemed to be of the essence with respect to each party's performance of its obligations hereunder.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, administrators, and assigns.

16. Notice. Any notice required to be made hereunder shall be made in writing to the parties at the addresses hereinafter set forth. Such notice shall be made by

personal delivery, by recognized overnight courier, by facsimile, or by United States mail, first-class postage prepaid. Such notice shall be effective as of the date it is faxed or personally delivered, or on the second business day it is placed with a recognized overnight carrier, with all expenses of delivery prepaid, or on the fifth business day after the same is placed in the United States mail, first class and postage prepaid.

Notice shall be given to the Authority at the following address:

Terry Baca, Acting Executive Director  
Northern Regional Housing Authority  
525 Ranchitos Road, Unit #962  
Taos, NM 87571

Notice shall be given to Contractor at the following address:

Terry Baca, Executive Director  
Raton Housing Authority  
309 Parsons Avenue  
Raton, NM 87740

21. Authority. Each individual who signs this Agreement in a representative capacity warrants and represents that he has full and complete authority to execute this document on behalf of the organization for whom he acts.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date set forth above, and  their signature.

#### AUTHORITY

Northern Regional Housing Authority

BY: 

NAME: Rayetta Trujillo

TITLE: Board Chair

DATE: 12-16-2019

#### CONTRACTOR:

Raton Housing Authority

BY: Ty

NAME: Terry Baca

TITLE: Executive Director

DATE: 12-16-19