



Sample Consulting Agreement for Development Services

This Consulting Agreement is made and entered into this ____ day of _____, 2__ by and between _____ (owner) and _____ (consultant). The parties hereto agree as follows:

ARTICLE I STATEMENT OF WORK

As Development Consultant, Consultant hereby agrees to perform and accept the following tasks and responsibilities in the development of a (#)-unit efficiency apartments in (location) (the "Project"), as permanent housing for low-income individuals who are homeless or at risk of homelessness and have a variety of special needs.

1. As necessary, develop site/building criteria, evaluate and recommend alternate sites/buildings.
2. Assist Owner in preparation of a Project development scheme and a program/services vision statement and plan.
3. Coordinate the acquisition of the property site.
4. Prepare preliminary feasibility analysis.
5. Structure debt financing, subsidies and grants, and prepare and update development capital and management/operating budgets in accordance with current Project information to meet affordable housing goals.
6. Prepare financing packages/applications, prepare progress/final reports, prepare and coordinate documents and conduct other tasks as required by local, federal, state, and private lenders (including the Corporation for Supportive Housing) and other sources in connection with the Project's financing, including predevelopment, land acquisition, construction, permanent and rental subsidies.
7. Apply for and obtain required government permits and approvals, including, without limitation, planning department approval of use, zoning variances, and building department approvals. Owner acknowledges building permits shall be the primary responsibility of the general contractor.
8. Identify the need for Project consultants, oversee the selection of consultants, make selection recommendations to owner, and negotiate contracts, at owner's direction, with all needed consultants. Consultants are likely to include but are not limited to appraisers, soil and boundary surveyors, architects, engineers, attorneys, construction/manager administrator, and others whose services are necessary to complete the Project ("Project Consultants").

Note: This document is included within the *Development and Finance* section of CSH's *Toolkit for Developing and Operating Supportive Housing*, which is available at www.csh.org/toolkit2. This document has been adapted from CSH's publication *Not a Solo Act*, which is available at www.csh.org/publications.

9. Coordinate and supervise the work of all Project Consultants. Owner acknowledges that a construction manager/administrator, not Consultant, will be directly responsible for representing Owner before the general contractor.
10. Promptly inform the owner of any problems observed on any aspect of the Project covered by the services to be performed hereunder.
11. Assist in developing an accounting and monitoring system for all expenditures relating to the Project.
12. Attend capital campaign meetings as appropriate.
13. Assist Owner in the selection of a property management agent and in the negotiation of a property management plan.
14. Coordinate management and marketing requirements with property management agent.

ARTICLE II CONSULTANT RESPONSIBILITIES AS INDEPENDENT CONTRACTOR

A. Independent Contractor

Consultant affirms that it is an independent contractor and is solely responsible for the compensation of its employees and subcontractors. Consultant will retain or assign, without Owner's approval, the necessary technical staff to fulfill its contract with Owner. All approval decisions, including hiring, terminations and other employee matters, are the sole responsibility of Consultant.

B. Assignment of Principal

Consultant agrees to assign for the conduct of the contract one Principal, _____. Consultant shall vary the proportion of time or number of other staff members as is necessary and adequate to fulfill its obligations under this agreement with Owner.

ARTICLE III EXCLUSIONS AND REIMBURSEMENTS

A. Direct Project Expenses

Direct Project expenses related to the development of the Project are Project costs and are not included within the scope of this contract, but in no event shall such expenses include any allocation of Consultant's office overhead. Owner will reimburse Consultant for all extraordinary costs that are above and beyond those costs normally associated with services provided under contracts of this type.

B. Special Project Consulting Services

Project Consultant services, such as legal, auditing, design, construction manager/administrator and special development costs, which are required by the Project, are Project costs and are not included within the scope of this contract.

C. Independent Audits

The cost of periodic audits of Owner's books and records by an independent CPA firm will be borne by Owner and is not included within the scope of this contract.

ARTICLE IV LIAISON

The Owner Executive Director is liaison to Consultant and will act as Consultant contact.

ARTICLE V TERM OF CONTRACT

The services herein described are to be performed during the period _____, 20__ through the point when the Project has attained 90% occupancy, which is estimated to be no more than one year after property acquisition. The term of this contract can be extended through mutual consent by Consultant and Owner.

ARTICLE VI CANCELLATION

This contract may be unilaterally canceled by either party upon sixty day's written notice. Upon cancellation, Owner agrees to pay Consultant for all fees earned pursuant to Article VII hereof performed to termination date. In such event, Owner shall have the option to require Consultant to continue to render services until the effective date of cancellation.

ARTICLE VII PAYMENT OF FEES

For performance of the services specified in Article I above, and within the time period described in Article V, Owner agrees to pay Consultant as more fully described in the Schedule of Fees on Attachment A.

ARTICLE VIII NONDISCRIMINATION

Consultant agrees that it will not discriminate in hiring and employment practices against any person regardless of race, creed, color, gender, sexual orientation, national origin, age, or physical or mental handicap for any position for which the applicant or employee is qualified. In hiring employees and contracting for services, Consultant will, when possible, utilize Owner referrals.

ARTICLE IX ASSIGNMENT

The rights and obligations under this contract are based upon the special skills and abilities of Consultant and there shall be no assignment of such rigors and obligations without prior written consent of Owner.

**ARTICLE X
ARBITRATION**

If a claim or dispute is not resolved after exhausting applicable administrative reviews, the parties agree to use private arbitration by a mutually agreed upon arbitrator. If the parties are unable to agree upon an arbitrator, each party shall choose a selector, and the selectors shall select an arbitrator. The selectors' decision will be binding on both parties.

**ARTICLE XI
IDENTITY OF INTEREST**

Consultant agrees that it will identify ownership, employment, public and private affiliations and any other relationship held by it, its subcontractors or assigns, which may involve any contract, sale, purchase or service involving Owner. Consultant further agrees that should any interests change, it will notify Owner of the change in a timely fashion.

IN WITNESS WHEREOF, the parties have executed their contract intending it to be effective as of the _____ day of _____, 20___. It is understood that the signatures bind both parties to this contract, and that without both signatures, this contract shall be void.

Owner

Consultant

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)