



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: June 14, 2019

HCR19-069

COUNCIL DISTRICT: Citywide

ORIGINATING DEPARTMENT: Procurement & Compliance

SUBJECT: Award of Contract for Legal Services

CONTACT/PHONE NUMBER: Debra Fischle-Faulk, 619-578-7411

REQUESTED ACTION:

Award of a two-year contract, with three one-year renewal options, to Christensen & Spath LLP for the provision of legal services beginning July 1, 2019, for a total contract cost of \$6,000,000, allocated as follows:

Contract Term	Not-to Exceed Amount
Year 1 (July 1, 2019 - June 30, 2020)	\$1,200,000
Year 2 (July 1, 2020 - June 30, 2021)	\$1,200,000
1 st Option (July 1, 2021 - June 30, 2022)	\$1,200,000
2 nd Option (July 1, 2022 - June 30, 2023)	\$1,200,000
3 rd Option (July 1, 2023 - June 30, 2024)	\$1,200,000
Total Contract Cost	\$6,000,000

EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (Housing Commission) has an ongoing requirement for general counsel legal services.
- The existing contract expires on June 30, 2019.
- A competitive process resulted in the selection of Christensen & Spath LLP as the most experienced, qualified and cost-effective proposer.
- The term of the proposed contract is consistent with prior year contracts – one two-year contract with three one-year renewal options.
- Approval of this action will result in the continuous uninterrupted provision of general counsel legal services to the Housing Commission.



REPORT

DATE ISSUED: June 6, 2019

REPORT NO: HCR19-069

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of June 14, 2019

SUBJECT: Award of Contract for Legal Services

COUNCIL DISTRICT: Citywide

REQUESTED ACTION

Seven-day advance notice of San Diego Housing Commission hearing of the following matter has been provided to the Housing Authority Members pursuant to the provisions of San Diego Municipal Code Section 98.0301(e)(4)(9)(b)

Award of a two-year contract, with three one-year renewal options, to Christensen & Spath LLP for the provision of legal services beginning July 1, 2019, for a total contract cost of \$6,000,000, allocated as follows:

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3 rd Option (July 1, 2023 - June 30, 2024)	\$1,200,000
Total Contract Cost	\$6,000,000

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) Board of Commissioners take the following actions:

- 1) Approve the award of a two-year contract, with three one-year renewal options, to Christensen & Spath LLP, for the provision of legal services to the Housing Commission for an annual cost not to exceed \$1,200,000;
- 2) Authorize the President & Chief Executive Officer (President & CEO), or designee, to execute the contract and all other necessary documents as required;
- 3) Authorize the President & CEO, or designee, to increase the contract base amount annually, if necessary, in accordance with the Housing Authority-approved delegation of authority level;
- 4) Authorize the President & CEO, or designee, to substitute the identified contract funding sources with other available funding sources as long as the total activity budget amount after substitution does not exceed the total approved budget, should the operational need arise or should actions be to the benefit of the Housing Commission and its mission; and

- 5) Authorize the President & CEO, or designee, to perform such other acts that are necessary and/or appropriate to implement these approvals.

SUMMARY

The Housing Commission has an ongoing requirement for general counsel legal services. All renewal options under the existing contract have been exercised; therefore, a Request for Proposals (RFP) for legal services was issued March 14, 2019. The RFP was posted on both the Housing Commission's and City of San Diego's electronic bidding and notification system, PlanetBids. During the solicitation period, a total of twenty (20) packages were downloaded by interested companies.

Three proposal responses were received by the RFP closing date of April 5, 2019. Proposals were submitted by Atkinson, Andelson, Loya, Ruud & Romo; Christensen & Spath, LLP; and Slovak Barron Empey Murphy & Pinkney LLP. Subsequent to the closing, a responsiveness review was conducted, with all proposals determined to be responsive. A source selection committee evaluated, scored and ranked the responses based on the following criteria: Qualifications & Experience, Technical Competencies and Cost Proposal (Cost Best Value). The table below represents the committee's final ranking.

PROPOSER	RANKING
Christensen & Spath LLP	1
Slovak Baron Empey Murphy & Pinkney LLP	2
Atkinson, Andelson, Loya, Ruud & Romo	3

After a comprehensive review and consideration, the selection committee recommended the Housing Commission award the contract to Christensen & Spath LLP as their proposal was unanimously rated and ranked as the most experienced, qualified and cost effective response to the RFP.

The scope of services provided under the proposed contract include:

- The preparation of legal documentation; attendance at Housing Commission, Housing Authority of the City of San Diego (Housing Authority) and, if necessary, San Diego City Council/Committee meetings; preparation of resolutions and Memoranda of Understanding (MOU);
- All legal services related to affordable housing program restrictions and compliance; legal advice concerning planning, financing/development, management of affordable housing programs and real estate transactions, including but not limited to: a) Public Housing Program, b) Moving to Work Program, c) Section 8 Housing Choice Voucher and Section 3 Programs, d) Housing Commission owned or managed developments, including tax credit and financed developments, e) Landlord/tenant issues; f) Fair Housing/Americans with Disabilities Act and Section 504 or the Rehabilitation Act issues and g) labor compliance issues;
- Drafting of contract templates for various types of procurements;
- Review and approval to form of contracts for procurement of goods, services and supplies;
- Advice on Brown Act issues, potential conflicts of interest and public records requests;
- Drafting of density bonus agreements, terminations and documentation required by the City of San Diego's Inclusionary Housing ordinance;
- Drafting of documentation concerning condominium conversion, relocation agreements and Accessory Dwelling Units (ADUs);
- Advice on loan portfolio administration and regulations for the federal HOME Investment Partnerships Program, Community Development Block Grants, Section 8 Housing Choice

- Vouchers and the Sections 3 program; and
- Routine litigation.

Additional details related to the scope of services can be found in the draft contract included as Attachment 1 to this report.

The previous contract, awarded in June 2014, was for an annual amount not to exceed \$1,000,000 and authorized the President & CEO, or designee, to increase the contract base amount by up to an additional \$200,000 per year. The Housing Commission Board (Report No. HCR14-044) and Housing Authority (Report No. HAR14-019), approved the contract on May 9, 2014, and June 10, 2014, respectively. A review of the Housing Commission's expenditures for that contract period from July 1, 2014, through May 8, 2019, indicated the average annual cost for legal services was \$1,133,356 including the 2 percent discount offered by the Contractor for timely payments. Unanticipated legal issues, matters and services included but were not limited to: an increase in the need for legal consultation on State of California labor compliance requirements, review and/or drafting of MOU's with the City of San Diego, guidance regarding interagency grant requirements, additional and more complex homeless services programs, contracts transferred from the City of San Diego, and assistance and guidance on Housing Commission policy updates. The need for these services is anticipated to continue and has been incorporated into the draft contract. The proposed contract is for an annual amount not to exceed \$1,200,000 which is more reflective of the current level of services.

The Contractor shall be compensated for services provided based on the following hourly rates and other reimbursable costs as defined in the proposed contract.

Hourly Rates of Compensation:

Staff Name	Classification/Title	Fully Loaded Hourly Rate
Charles B. Christensen	Partner	\$215.00
Walter F. Spath, III	Partner	\$215.00
Erin Hale	Senior Associate	\$190.00
Jose A. Garcia	Senior Associate	\$190.00
Joel B. Mason	Senior Associate	\$190.00

The above hourly rates are well below market rate and are fixed for the first two years of the contract. Hourly rates for the remaining three years will be eligible for an increase subject to negotiation between the Housing Commission and Contractor. If granted, any percentage increase shall not exceed the National Consumer Price Index (CPI) as set for the previous 12-month period.

As a professional courtesy, Christensen & Spath LLP has also offered a 2.5 percent discount to the Housing Commission for timely monthly payments. This represents a 0.5 percent increase from the previous contract. In addition, during the first year of the contract, Christensen & Spath LLP is providing an additional professional courtesy discount of \$5,000.00 during the last billing period of the first two years of the agreement for the period ending June 30, 2021.

FISCAL CONSIDERATIONS

The proposed funding sources and uses approved by this action for Year 1 of the Legal Services contract

were included in the Proposed Fiscal Year (FY) 2020 Budget. Approving this action will not change the FY2020 Total Budget. The proposed sources and uses for Year 2 and Option Years 1-3 will be budgeted in future fiscal years 2021-2024.

FY2020 funding sources approved to be used by this action will be as follows:

Local revenue sources from Operations Departments and Operations Support Departments (through the Agency's overhead allocation methodology) - up to \$1,200,000

FY2020 funding uses approved in this action are allocated as follows:

Legal Services- up to \$1,200,000

EQUAL OPPORTUNITY/CONTRACTING

Christensen & Spath LLP is certified as a Small Business (micro) by the State of California. A Certificate of Compliance and San Diego County Workforce report have been submitted and are on file. Analysis of the report indicates no issues with diversity.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

The Housing Commission approved the FY2015 Legal Agreement with Christensen & Spath LLP for an amount not to exceed \$1,000,000 on May 9, 2014 (Report No. HCR14-044). In addition, the President & CEO was authorized to increase the base contract amount by \$200,000 per year without additional Housing Commission Board or Housing Authority action. The Housing Authority approved the FY2015 agreement and a \$50,000 increase to the FY2014 agreement on June 10, 2014 (Report No. HAR14-019 and Resolution No. HA-1619).

The Housing Commission approved the FY2010 Legal Agreement with Christensen & Spath LLP on May 15, 2009 (Report No. HCR09-045), and the Housing Authority modified and approved the agreement on June 16, 2009 (Report No. HAR09-020 and Resolution No. HA-1426). On March 19, 2010, the Housing Commission approved and forwarded to the Housing Authority, a request to increase the FY 2010 contract amount by \$200,000 (Report No. HCR10-027). The matter was approved by the Housing Authority on April 6, 2010 (Report No. HAR10-016 and Resolution No. HA-1455). On February 18, 2011, the Housing Commission Board considered and recommended an increase of \$250,000 to the FY 2011 contract amount (Report No. HCR10-031). On March 18, 2011, the Housing Commission unanimously approved and forwarded to the Housing Authority a revision to the base contract to include a not-to-exceed amount of \$800,000 per year for the remaining years of this contract. In addition, the President & CEO was authorized to increase the base contract amount by \$200,000 per year without additional Housing Commission Board or Housing Authority action (Report No. HCR11-044), which was subsequently approved by the Housing Authority on April 19, 2011 (Report No. HAR11-015 and Resolution No. HA-1513).

ENVIRONMENTAL REVIEW

The activities described in the report are not a project as defined in California Environmental Quality Act (CEQA) Section 15378(b)(5) as they are administrative activities of government that will not result in direct or indirect physical changes in the environment and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines. This determination is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. A final reservation of federal

funds shall occur only upon satisfactory completion of a National Environmental Policy Act (NEPA) review. A preliminary determination has defined the activities contemplated herein, to be categorically excluded from NEPA pursuant to Section 58.34(a)(3) and (4) of Title 24 of the Code of Federal Regulations. The parties agree that the provision of any federal funds to the project is conditioned on the City of San Diego's final NEPA review and approval.

Respectfully submitted,



Debra Fischle-Faulk
Vice President
Procurement & Compliance

Approved by,



Jeff Davis
Executive Vice President & Chief of Staff
San Diego Housing Commission

Attachments: 1) Draft contract with Christensen & Spath LLP

Hard copies are available for review during business hours at the security information desk in the main lobby and at the fifth floor reception desk of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials in the "Governance & Legislative Affairs" section of the San Diego Housing Commission website at www.sdhc.org

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR LEGAL SERVICES

WITH

CHRISTENSEN & SPATH LLP

Contract No. BE-19-02

THIS AGREEMENT, entered into this ____ day of _____ 2019

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

CHRISTENSEN & SPATH LLP
550 West C Street, Suite 1660
San Diego, CA 92101
(619) 236-9343

is as follows:

101. Description of Work. Contractor shall provide the following services, supplies and/or materials to the San Diego Housing Commission ("Commission"): **On-call and as requested legal services**. Contractor shall provide such services to the Commission as generally described in the Specifications/Scope of Work attached hereto.

102. **CONTRACT ATTACHMENTS**

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4
5. Workforce Report, Contract Attachment No. 5
6. HUD Addendum to Legal Services, Contract Attachment No. 6

103. **TIME OF PERFORMANCE**

a. Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2019 through June 30, 2021.

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for three (3) additional one (1)-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions as set forth in Section 225. Only one (1) option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is depended upon the availability of funds and budget approval by the Housing Authority of the City of San Diego ("Housing Authority"). The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 225 herein.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof. All hourly rates are fully inclusive of all company overhead, administration, benefits, fees, profit, etc. and shall be fixed for the first twenty-four (24) months of the Agreement.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation

specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Services) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Hourly rates are fixed for the first twenty-four (24) months of the Agreement. For the remaining three (3) one (1)-year option years, Contractor may request these rates be adjusted once per year, sixty (60) days in advance of the anniversary date of the Agreement. Any and all requested rate adjustments may not exceed the National Consumer Price Index (CPI) as set forth the preceding 12 months from the date of the request.

c. Method of Payment

The Contractor shall submit an invoice to the Commission specifying the amount due for services performed by the Contractor's staff. Such invoice shall: (1) reference the contract number assigned hereto; (2) reference the approved purchase order number; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such invoice for payment shall contain a certification by the Contractor specifying that the payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the invoice, the Commission shall make payment by approximately the thirtieth day of a given month if the invoice is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

The Contractor shall provide a timely payment discount of 2.5% of its hourly attorney billings, each month during the term of the contract and any extensions.

The Contractor shall, during the first year of the contract, provide a professional courtesy discount of Five Thousand and No/100 Dollars (\$5,000.00) during the last billing period of the first two years of the agreement, for the period ending June 30, 2021.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Contractor:

Christensen & Spath LLP

By: _____
Charles B. Christensen
Senior Partner/Managing Partner

Date: _____

Commission:

SAN DIEGO HOUSING COMMISSION

By: _____
Richard C. Gentry
President & Chief Executive Officer
(or delegated designee)

Date: _____

By: _____
Jeff Davis
Executive Vice President & Chief of Staff

By: _____
Debra Fischle-Faulk
Vice President, Procurement & Compliance

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

		Initials			Initials
<input checked="" type="checkbox"/>	General Liability \$1,000,000.00	_____	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00	_____
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	_____	<input type="checkbox"/>	Other: \$ _____	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego ("City"), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked "Errors and Omissions" is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input checked="" type="checkbox"/>	Errors and Omissions \$1,000,000.00	_____

(d) For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(e) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Work Force Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an Equal Employment Opportunity Plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors,

and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the

Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Specifications/Scope of Work of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do

each of the following:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

(ii) The Contractor's policy of maintaining a drug-free workplace.

(iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

☐ If checked, additional state prevailing wage terms are contained in Attachment No. 6.

☐ If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29

CFR Part 5).

225. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

226. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic

Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, if applicable, at the following times:

- (a) Upon execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after completion of the Agreement.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

227. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Section 3 Contract Clauses

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the

work shall begin.

(d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of

applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

233. Contractor Evaluation Program.

An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission

shall conduct performance evaluations to document the Contractor's record of meeting the various terms of the Agreement. Commission shall proactively monitor and manage the performance of the Contractor during the term of the Agreement, and shall create an objective record of performance that can and may be utilized when evaluating the Contractor as a responsible bidder for future bid and proposal submissions, contract extension or renewal consideration, or termination of the contract due to unsatisfactory performance. Contractor Evaluation program and appeal procedures are located on the Commission website at www.sdhc.org and are included by reference as a provision of this Agreement.

DRAFT

CONTRACT ATTACHMENT NO. 101 SPECIFICATIONS/SCOPE OF WORK

The Scope of Services detailed herein are not intended to be an all-inclusive listing of the legal services that the Commission may require the Contractor to provide; rather the below listed service areas are intended to be a representative listing of service areas that the Commission has historically required legal services for. In summary those services include, but are not limited to:

The preparation and review of legal documents and papers; rendition of advice and assistance to the departments and employees of the Commission; attendance at meetings of the Commission; preparation and review of resolutions and related documents; review and approval minutes, Board reports of the Commission; legal review, advise guidance regarding the Commission's contractual solicitation, and contracting processes, procedures and policy; consultation with parties having dealings of a legal nature with the Commission; supervision as to legality of the official acts and minutes of the Commission; rendition of legal opinions on all matters submitted by the Commission, including questions regarding conflicts of interest and Brown Act matters. Required legal services are further detailed below.

A. SCOPE OF REQUIRED SERVICES

1. Legal advisor to the Commission's Board of Commissioners, President & Chief Executive Officer and/or delegated Commission staff:

- (a) Review Board meeting agendas to ensure compliance with the California Open Meeting Law.
- (b) Attend Regular and Special Board Meetings and be prepared to advise the Board regarding:
 - (1) The aforementioned California Open Meeting Law.
 - (2) Relevant regulatory requirements that govern federally subsidized housing programs.
 - (3) Relevant contractual or inter-local agreement obligations that either are or may become binding upon the Commission.
 - (4) The legal impact and/or consequence of administrative policy decisions.
 - (5) Commission policies and procedures.
 - (6) Commission By-Laws.
 - (7) Relevant Code of Federal Regulations (CFR); California Revised Statutes (CRS); Municipal codes; California Public Contract Codes and Government Codes..
 - (8) Responding to inquiries by Commissioners and the Public.

2. **Housing Programs:** To perform all legal services in connection with and to be responsible for all legal phases of the planning, development, occupancy financing and compliance of all affordable rental & for-sale housing projects and programs to be undertaken by the Commission. Such services include, but are not limited to the following:
- (a) Public Housing Program.
 - (b) Move to Work Program
 - (c) Section 3 Program
 - (d) Section 8 Voucher Program.
 - (e) Housing Authority owned or managed developments, including tax credit financed developments.
 - (f) Landlord/tenant issues, including evictions, lease preparation and interpretation and premise liability; evictions and attendance at court proceeding when requested by the Commission.
 - (g) Fair Housing issues, including claims involving violations of the Fair Housing Act, ADA and Section 504 or the Rehabilitation Act.
 - (h) Perform all legal services related to affordable housing program restrictions and compliance, to include: Negotiation and documentation of affordable housing restrictions and provisions of adequate performance security; Negotiation and drafting of affordable housing restrictions and liens; Enforcement of affordable housing agreements; Negotiation and documentation of compliance "settlements."; General consultation related to potential program changes.
 - (i) Provide legal advice and assistance to the Commission's governing body and staff on all legal matters affecting such projects and programs.
 - (j) Preparation and review of contracts with owners, surveyors, land negotiators, cost estimators, architects, appraisers, attorneys and all parties having dealings of a legal nature with the Commission regarding planning, development and initial occupancy of a project; review and legal approbation for such contracts and payments thereon; handling of all other legal matters arising under such contracts with the Commission.
 - (k) Provide, as necessary, legal services in preparing such documents as may be necessary in connection with exceptions and variances from zoning, building and inspection ordinances and regulations; appearance and representation of the Commission before public bodies and in court in all litigated matters (except as "unusual" litigation as hereinafter defined.) "Litigated matters include but are not limited to the following matters: Defending Writ of Mandate in Section 8 matters; Construction Defect Litigation; Judicial Foreclosure matters, including the appointment of receivers, if necessary or appropriate; Condemnation matters; Commercial litigation; Appellate work

relating to litigated matters, if necessary; Employment related litigation; 42 USC 1983 complaints; Payroll liability issues.

- (l) Provide, as necessary, legal services in securing the approval of local public entities such as the approval of the local governing body of applications for preliminary loans, of local cooperation agreements and of low income projects.
- (m) Provide, as necessary, legal services in the preparation of application for federal financial assistance and the preparation and adoption of development programs, resolutions and policies necessary for the establishment of a complete tenant service and operation program.
- (n) Provide, as necessary, legal services in acquiring any interest in real property: rendition of advice and assistance in the preparation of necessary documents regarding such acquisition; approval of title insurance policies; rendition of legal opinions regarding title or an interest in real property acquired by the Commission; and in projects to be acquired by the turnkey method to assist in the negotiation, drafting and review of procedures and documents involving the selection of the developer, the entering into of letters of intent and contracts of sale, the acquisition of title, and participation of closing or "settlement" transaction upon completion of the turnkey project.
- (o) In any project being constructed through the conventional competitive bidding procedures, Counsel is to provide review of documents relating to the award of construction contracts, including the construction contract, specifications and performance and payment bonds.
- (p) Provide, as necessary, legal services in connection with the leasing or subleasing of property, the entering into of agreements to lease, options to purchase property and the sale of dwelling units to tenants.

3. Development/Modernization program, including, but not limited to:

- (a) Real estate transactions.
- (b) Zoning, building and inspection codes and regulations.
- (c) Court proceedings.
- (d) Construction contracts.
- (e) Property, Purchase, Sale and Lease agreements.
- (f) Partnership development and contract documents.

4. Contracting and Procurement Legal Services, including, but not limited to:

- (a) Review of solicitations and contracts for the procurement of goods, equipment, services, properties and construction projects.
- (b) Risk and liability exposure issues.

- (c) Contractual conflicts.
 - (d) Compliance with federal, state and local codes, regulations and requirements.
 - (e) Commission Contract & Procurement policies and procedures.
 - (f) Construction contract and procurement issues, including claims involving payment and performance bonds, change order requirements, owner liability and various procurement issues.
 - (g) Federal and State Prevailing Wage Regulations and Requirements.
5. Legal representative of the Commission, including, but not limited to:
- (a) Appearance for and representation of the Commission at judicial proceedings involving landlord-tenant issues; contractual disputes with contractors; etc.
 - (b) Defending the Commission in or initiating on its behalf, breach of contract actions that will not require or involve complex litigation.
 - (c) Referring legal matters to the Commission's insurance carrier for resolution and/or defense.
 - (d) As directed by the Commission, the potential supervising, managing or otherwise coordinating all legal services provided on behalf of the Commission.
 - (e) Attendance and representation of the Commission at administrative meetings, hearings, quasi-judicial forums, etc. on the Federal, state and local levels.
 - (f) Preparation and/or review of Commission contracts, inter-agreements and Memorandums of Understanding.
 - (g) Review of Commission's policies and procedures to determine compliance with applicable Federal, state and/or local law.
 - (h) Preparation, review and/or modification of legal documents utilized by the Commission in the course of business to ensure and/or determine compliance with applicable Federal, state and local law. These documents may include Board resolutions and meeting minutes, lease agreements, employment applications/forms and housing program forms and notices.
 - (i) Attendance and participation at meetings about and/or with entities having legal business with the Commission.
 - (j) Risk and liability exposure issues.
 - (k) Conflicts of interest.
 - (l) Clarification regarding general legal issues as they arise.
 - (m) Provision of legal opinions on various subjects.
 - (n) Assist in selection of attorneys needed in specialized fields of practice such as environmental law, bankruptcy law, and civil rights and construction law.

6. General Legal Services for personnel and Labor Relations:

- (a) Personnel advisory and related employment support consultation, to include interpretation of state, federal and local regulations, personnel policies, memorandum of understanding and preparation of legal opinions and documents.
- (b) Scope of services may include, but not limited to, legal representation of the Commission during labor union negotiations. [Note: Commission office, clerical and technical employees are represented by one (1) bargaining unit: Service Employee International Union Local 221. The executive, management, supervisory and professional employees are not union represented.]

7. Other legal services that the Commission may have need of during the term of the Agreement.

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

Company Name: Christensen & Spath LLP

☒ Prime Consultant ☐ Subconsultant

Staff Name	Classification	Loaded Hourly Rate	Company Min.- Max. Classification Hourly Rate Range	Contract Year	Years 3-5 Annual Escalation Percentage (%) (not to exceed CPI)
			No rate range*		years 1 & 2 at 0%
Charles Christensen	Partner	\$ 215.00	\$XX to \$XX	Year 1	0%
		\$ 215.00	\$XX to \$XX	Year 2	0%
		\$	\$XX to \$XX	Year 3	CPI NTE 5%
		\$	\$XX to \$XX	Year 4	CPI NTE 5%
		\$	\$XX to \$XX	Year 5	CPI NTE 5%
Walter Spath III	Partner	\$ 215.00	\$XX to \$XX	Year 1	0%
		\$ 215.00	\$XX to \$XX	Year 2	0%
		\$	\$XX to \$XX	Year 3	CPI NTE 5%
		\$	\$XX to \$XX	Year 4	CPI NTE 5%
		\$	\$XX to \$XX	Year 5	CPI NTE 5%
Erin Hale	Sr. Associate	\$ 190.00	\$XX to \$XX	Year 1	0%
		\$ 190.00	\$XX to \$XX	Year 2	0%
		\$	\$XX to \$XX	Year 3	CPI NTE 5%
		\$	\$XX to \$XX	Year 4	CPI NTE 5%
		\$	\$XX to \$XX	Year 5	CPI NTE 5%
Jose A. Garcia	Sr. Associate	\$ 190.00	\$XX to \$XX	Year 1	0%
		\$ 190.00	\$XX to \$XX	Year 2	0%
		\$	\$XX to \$XX	Year 3	CPI NTE 5%
		\$	\$XX to \$XX	Year 4	CPI NTE 5%
		\$	\$XX to \$XX	Year 5	CPI NTE 5%
Joel B. Mason	Sr. Associate	\$ 190.00	\$XX to \$XX	Year 1	0%
		\$ 190.00	\$XX to \$XX	Year 2	0%
		\$	\$XX to \$XX	Year 3	CPI NTE 5%
		\$	\$XX to \$XX	Year 4	CPI NTE 5%
		\$	\$XX to \$XX	Year 5	CPI NTE 5%
NA		\$	\$XX to \$XX	Year 1	0%
Any new hires will be		\$	\$XX to \$XX	Year 2	0%
hired using Section 3		\$	\$XX to \$XX	Year 3	
protocols.		\$	\$XX to \$XX	Year 4	
		\$	\$XX to \$XX	Year 5	

SECTION II Other Direct Costs (ODC's) (e.g. travel, per diem expenses, printing costs, telephone costs postage/ mailing costs, etc.)

Contractor shall be compensated for allowable Other Direct Costs (ODCs) at cost with no mark up. All ODCs must be billed at actual cost as documented by receipt & subject to Commission pre-approval. ODCs shall not exceed the costs established by the United States General Services Administration (GSA) for San Diego, California at the following website: <http://www.gsa.gov/portal/category/100120>

Description of Cost Item	Cost of Item	Notes/Comments/Conditions
Copies	\$0.10 per page	Or actual cost if less
Postage	Actual Cost	Actual Cost
Travel	Actual Cost	As approved by SDHC-no markup
Process Servers	Actual Cost	Actual Cost
Couriers	Actual Cost	Actual Cost
Telephone	No Charge	No Charge
Overnight delivery	Actual Cost	Actual Cost

CONTRACT ATTACHMENT NO. 4

CERTIFICATE OF COMPLIANCE

EQUAL OPPORTUNITY CERTIFICATE OF COMPLIANCE

The City of San Diego, the San Diego Housing Commission and Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and by firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

Christensen & Spath LLP

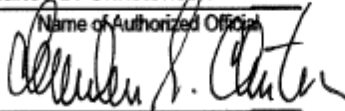
(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, as amended, 41 CFR 60-1.4(a); Title VI [Non-Discrimination in Federally Assisted Programs]; Title VII [Equal Employment Opportunity] of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act; the Vietnam Era Veterans' Readjustment Assistance Act, 41 CFR 60-300.5(a); Section 503 of the Rehabilitation Act of 1973, 41 CFR 60-741.5(a); and Age Discrimination in Employment Act of 1967; as applicable, and any other applicable Federal and State laws and regulations currently in existence, or hereinafter enacted.

Further, I am submitting a current Work Force Report, and if requested, an acceptable Equal Employment Opportunity Policy Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Charles B. Christensen

Name of Authorized Official



Signature of Authorized Official

Senior Partner/Managing Partner

Title

March 31, 2019

Date

CONTRACT ATTACHMENT NO. 5 **WORK FORCE REPORT**

SAN DIEGO HOUSING COMMISSION

1122 Broadway, Ste 300, San Diego, CA 92101

Name of Firm Christensen & Spath LLP

Payroll Ending Date March 31, 2019

WORK FORCE REPORT OF SAN DIEGO COUNTY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Caucasian |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Other ethnicity; not falling into other groups |
| (3) Asian, Pacific Islander | |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) Black		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial										1		
Professional Specialty /Lawyers			1						1	1		
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical												
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers												
TOTALS EACH COLUMN												
Disited (by Gender & Ethnicity)			1						1	2		

GRAND TOTAL ALL EMPLOYEES

4

NON PROFIT AGENCIES ONLY

Not Applicable

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

Indicate the gender and minority composition of the board as required above.
Please substitute titles of officers or board members as necessary.

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management
Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and
Technicians
Technicians, Except Health, Engineering and
Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business
Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers
Vehicle and Mobile Equipment Mechanics and
Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment

Repairers

Heating, Air Conditioning, Refrigeration
Mechanics
Other Mechanics and Repairers
Supervisors Construction
Construction Trades, Except Supervisors
Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine
Operator
Metal and Plastic Processing Machine
Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine
Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working
Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleaners, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services

NAME OF COMPANY: Christensen & Spath LLP TELEPHONE: 619-236-9343 ext 102

ADDRESS: 550 West C Street, Suite 1660

San Diego, California 92101

CITY

STATE

ZIP

PREPARED BY: Charles B. Christensen

DATE: March 31, 2019

Equal Opportunity Contracting Work Force Report [rev. 12/10/2014]

CONTRACT ATTACHMENT NO. 6
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HUD) ADDENDUM TO LEGAL SERVICES ENGAGEMENT AGREEMENT

1. The San Diego Housing Commission (“Commission”) and Christensen & Spath LLP (“Legal Service Personnel (LSP)”) engaged to provide professional legal services to the Commission in connection with the on-call legal services set forth herein agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into the Commission’s and LSP’s engagement Agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of the Commission, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to the Commission’s operations.
3. LSP 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 LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to the Commission’s 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 Commission. HUD requires the Commission 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 [per **24 CFR 85.42(e)(1)**].
4. The Commission and LSP 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 LSP’s engagement. Such records constitute “the Commission’s records” and are subject to section 3, above.
5. If HUD or the Commission determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that the Commission 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 Commission, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP 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.

San Diego Housing Commission

Richard C. Gentry
President & Chief Executive Officer (or delegated designee)

Date

LSP

Charles B. Christensen
Senior Partner/Managing Partner

Date