

REPORT

DATE ISSUED: December 11, 2006 REPORT NO: HCR 06-105
ATTENTION: Chair and Members of the Housing Commission
For the Agenda of December 15, 2006
SUBJECT: Contract for Consulting Services for Strategic Legal and Programmatic Services

REQUESTED ACTION:

Authorize the President and Chief Executive Officer (CEO) to enter into a contract with Hawkins Delafield & Wood LLP (Hawkins) for Consulting Services beginning February 1, 2007 through January 31, 2008 with options to renew for four (4) additional one-year periods.

STAFF RECOMMENDATION:

That the Housing Commission authorize the CEO to negotiate and enter into a contract with Hawkins for consulting services. Contract terms are as follows:

- 1) The contract will provide for strategic, legal and related consulting services to support the agency's strategic planning, capital resource development, Section 8 and other programs, and other portfolio planning. These services will include, but not be limited to, advice and counsel on the current and proposed statutory requirements and environment including potential opportunities for the San Diego Housing Commission (SDHC) to create additional affordable housing units and are detailed in the Housing Commission's Three Year Business Plan for fiscal years 2006 through 2008.
- 2) Services are based on a contract period of twelve (12) months beginning February 1, 2007 with four (4) yearly options to renew, as determined by the Housing Commission.
- 3) The proposed expenditure for each twelve (12) month period shall not exceed \$100,000.

BACKGROUND:

The SDHC is responsible for development of affordable housing, implementation of financing to promote affordable housing, management of publicly-owned or assisted housing developments, operation of rent subsidy programs, rehabilitation of existing housing stock and advising the Housing Authority with respect to housing matters for the City of San Diego.

The Housing Authority approved the Commission's current Three-Year Business Plan in November 2005. Subsequently an action plan was developed to implement the four strategies it referenced including the need for a highly specialized consultant to advise the Commission in legal and programmatic services.

To implement some of it, Housing Commission staff issued a Request for Proposals (RFP) on November 8, 2006 to provide these services. Hawkins Delafield & Wood LLP was the only respondent to the RFP having Rod Solomon as the principal on behalf of this firm.

A committee convened on December 11, 2006 to review the proposal and evaluate it using the following criteria:

- Qualifications and experience of the firm and individuals who would be responsible for providing services to the Housing Commission as indicated in the statement of qualifications and document through work samples, reference checks and comparable experience with public sector

agencies. (35%)

- Scope of Services: Availability of the bidder as required to meet the scope of services and sufficiency of professional and support staff. (35%)
- Price: As indicated in the Bid Proposal Form. (30%)

The committee unanimously concurred that the proposal met the defined criteria, and based on past experience with Hawkins recommends the Housing Commission approve the award of the contract. Had the committee not received any proposals or the submitted proposal was inadequate, another RFP would have been issued.

Tasks included in the scope will be carried out principally by Rod Solomon as a continuation of the work he has undertaken for the Commission in the past several years. They will include, generally, advice and counsel on the current and proposed statutory and regulatory environment that governs the public housing and Section 8 programs and other potential opportunities for SDHC. In addition, Mr. Solomon will be reviewing and evaluating the current and proposed regulatory and statutory environment which governs the Section 8 program, with specific attention to evolving changes in funding methodology and potential funding opportunities; advise SDHC on the impact that such changes may have on the funding and operation of the program in San Diego; identify strategic opportunities to protect and enhance the program in San Diego.

FISCAL CONSIDERATIONS:

Sufficient funds were allocated in the FY07 budget to the costs for the first year. The remainder of the contract funds will be allocated within the corresponding fiscal years.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

A notice of Request for Proposals was mailed to 30 potential bidders who specialize in the housing industry. In addition, the notice was posted on the SDHC intranet and advertised for two consecutive weeks in the San Diego Daily Transcript.

ENVIRONMENTAL REVIEW:

This activity is not a project within the purview of CEQA and is categorically exempted and/or excluded under the provisions of NEPA and these administrative issues were exempted and/or excluded in connection with the actions on the FY 06 budget. The City of San Diego as Responsible Agency has issued the Notice of Exemption under NEPA.

Respectfully submitted,

Carrol M. Vaughan
Executive Vice President and
Chief Operating Officer

**Signature on File
With Original Document**

Approved by,

Elizabeth C. Morris
President & Chief Executive Officer

Att 1: Proposed Contract

ATTACHMENT 1

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR CONSULTING SERVICES FOR STRATEGIC

LEGAL AND PROGRAMMATIC SERVICES

THIS AGREEMENT, entered into this 1ST day of FEBRUARY 2007,

between the COMMISSION:

SAN DIEGO HOUSING COMMISSION
1122 Broadway Suite 300
San Diego, CA 92101

and the CONTRACTOR:

Hawkins Delafield & Wood LLP
610 Thirteenth Street, N.W.
Washington, DC 20005

is as follows:

101. Description of Work - CONTRACTOR shall provide the following services, supplies and/or materials to the COMMISSION: Contractor shall provide to the Commission as generally described in the specifications/scope of services attached hereto.

Additional description of work, if any, is contained in Attachment 101.

102. Time of Performance - All services required pursuant to this Agreement shall commence effective February 1, 2007 and continue through January 31, 2008. The original term of this Agreement may be extended on the same terms and conditions of this Agreement for an additional period of not to exceed ninety (90) days, by a written notice from the Chief Executive Officer of the COMMISSION to the CONTRACTOR, served before the expiration of the original term of the Agreement. This ninety (90) day extension provision is in addition to options, if any, referenced in Attachment 102.

Option(s) to extend, if any, is/are contained in Attachment 102.

103. Compensation - The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00.) CONTRACTOR acknowledges that the COMMISSION is under no obligation to compensate CONTRACTOR for services rendered and goods and materials supplied or expenses accrued under this Agreement in excess of the maximum compensation specified above. Payment shall be made after submission of invoices and within thirty (30) days of submission, if approved by the COMMISSION.

Additional compensation terms, if any, are contained in Attachment 103.

104. Contract Requirements. CONTRACTOR agrees to comply with the applicable State and Federal requirements, covenants and conditions (hereinafter "requirements") listed on pages 4, 5 and 6 of this Agreement, full copies of which are available in the offices of the COMMISSION. If the source

of funding for this Agreement is, in whole or in part, from Federal funds, as referenced below, then all of the requirements referenced on pages 4, 5 and 6 shall be applicable. If Federal funds are not used, then the Federal requirements referenced on pages 4, 5 and 6 shall not be applicable, but the remaining requirements shall apply in the execution and performance of this Agreement. The source(s) of funds for this Agreement is/are Federal Non-Federal.

105. Insurance Requirements. 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
a.	None required	_____	<input type="checkbox"/>	\$300,000.00	_____
	<input checked="" type="checkbox"/> \$1,000,000.00	_____	<input type="checkbox"/>	\$_____	_____

This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Housing Authority of the City of San Diego ("Authority"), the San Diego Housing Commission ("Commission") 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 Authority, the Commission 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.

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:

<input checked="" type="checkbox"/>	Errors and Omissions <u>\$1,000,000.00</u>	Initials _____
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106. Facsimile Approval By General Counsel. Approval of the form of this Agreement and the attachments, if any, may be in the form of a facsimile approval by General Counsel for the Commission. The approval may be executed in counterpart and attached to the original Agreement.

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

COMMISSION:

CONTRACTOR

SAN DIEGO HOUSING COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath
A Limited Liability Partnership

By: _____

Charles B. Christensen
San Diego Housing Commission

Date: _____

1. Preference for Domestic Materials. Wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, manufactured substantially from materials produced in the United States shall be used in the performance of the Agreement. Any person who fails to comply with such provision shall not be awarded any contract to which this article applies for a period of three (3) years from the date of the violation. (GOVT CODE - 4304).

2. Preparation of Written Reports or Documents. Provided that the total cost for work performed by CONTRACTOR exceeds five thousand dollars (\$5,000) and requires preparation of any document or written report prepared for or under the direction of the COMMISSION, which is prepared in whole or in part by CONTRACTOR or its agents, the document or written report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (GOVT CODE -7550).

3. Equal Opportunity. During the performance of this Agreement, CONTRACTOR shall comply with all applicable local, State and Federal Equal Opportunity Programs, as well as any other applicable local, state and federal laws. CONTRACTOR shall not discriminate against any person, employee or applicant for employment, or otherwise, because of race, color, religion, ancestry, gender, disability, 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, national origin, or any other illegal classification.(GOVT CODE 12990).

4. Notice of Regulations and Requirements Pertaining to Reporting. CONTRACTOR's performance under this Agreement is subject to State and Federal regulations. CONTRACTOR hereby agrees to comply with all applicable requirements pertaining to reports or documentation required under the terms of this Agreement, if any.

5. 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 \$2,500, and uses Federal funds, then CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40USC 327-339) as supplemented by Department of Labor regulations (29CFR Part 5).

6. Patents and Copyrights. The COMMISSION hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for government purposes any patents and/or copyrights in any work developed under this Agreement.

7. Access to and Retention of Records. CONTRACTOR hereby grants access to "HUD", the United States Department of Housing and Urban Development, the Comptroller General of the United States, the City of San Diego, the Housing Authority, the City of San Diego, the San Diego Housing COMMISSION, or their duly authorized representatives, to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for the purposes of audits, examinations, excerpts and transcriptions. CONTRACTOR agrees to retain any such records and documents for three (3) years from the date of final payment under this Agreement.

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

9. Termination. The COMMISSION, thirty (30) days after mailing written notice to CONTRACTOR, may terminate this Agreement, in whole or in part, when it is in the COMMISSION's interest. If this Agreement is terminated, the COMMISSION shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies, rendered and/or supplied before the effective date of termination. This Agreement may be terminated without notice, by the COMMISSION, upon the cessation of funding of the state, local or federal program, which funds this Agreement.

10. Status of CONTRACTOR. This Agreement calls for the performance of the services, work and/or supplying goods and/or materials by the CONTRACTOR as an independent CONTRACTOR. CONTRACTOR will not be considered an employee of the COMMISSION for any purpose.

11. Conflict of Interest. 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, or place the CONTRACTOR in positions adverse, hostile or incompatible with the interests of the COMMISSION, the Authority, or the City of San Diego.

12. CONTRACTOR's Liability. CONTRACTOR shall be responsible for all injuries to persons and for all damages to real or personal property of the COMMISSION or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder. CONTRACTOR shall indemnify and hold harmless the San Diego Housing Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from and against any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action for damages to real or personal property, or personal injury to any person(s) resulting, in whole or in part, from the negligence of CONTRACTOR, its employees or its agents; or for any breach of any obligations, duties or covenants of CONTRACTOR under this Agreement or transactions related to it.

13. Subcontracting/Assignability. No services or work covered by this Agreement may be subcontracted, nor may any interest in this Agreement be assigned or transferred (whether by assignment or novation) without the prior written approval of the COMMISSION.

14. Insurance. CONTRACTOR shall maintain all insurance required by State and Federal law, including, but not limited to, Worker's Compensation, public liability and property damage insurance, and automobile liability insurance as referenced in Section 105, hereof. The COMMISSION shall be named as an additional insured on all policies and shall receive thirty (30) days advance notice prior to the cancellation of or amendment to any such policies. The Housing Authority of the City of San Diego ("Authority"), the San Diego Housing Commission ("Commission") 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 Authority, the Commission 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.

15. Agreement Governed by Law 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 and the United States of America.

16. 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 there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

17. 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 (1) 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.

18. Drug-free Workplace. CONTRACTOR shall certify to the COMMISSION that it will provide a drug-free workplace and will comply with all State and Federal requirements pertaining to maintenance of a drug-free workplace.

19. Section 3 Agreement Clauses (if Agreement funded with Federal funds and as applicable).

(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).

20. 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 Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract;

(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 Agreement, grant, loan or cooperative Contract, 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 Contracts 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 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

21. 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.

22. Attorneys' Fees and Costs. The prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("C.C.P.") Sections 1717, 1032, 1033 and 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of C.C.P. Section 998.

23. 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, (41U.S.C. 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.

24. 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.

25. Notices. Notices to the parties shall, unless otherwise requested in writing, be sent to the COMMISSION and the CONTRACTOR at the addresses stated on page 1.

ATTACHMENT SECTION 101

ADDITIONAL DESCRIPTION OF WORK

Section 101. Description of Work (Continued from Page 1):

Description of Work:

To provide strategic, legal and related consulting services to support the Agency's strategic planning, capital resource development, Section 8 and other programs, and other portfolio planning. These Services will include, but not be limited to, advice and counsel on the current and proposed statutory requirements and environment including potential opportunities for the San Diego Housing Commission (SDHC) to create additional affordable housing units.

- Identify and provide direction on re-positioning opportunities for SDHC's public housing portfolio;
- Act as SDHC's liaison with HUD offices nationally to proactively represent SDHC as needed;
- Review and evaluate the current and proposed regulatory and statutory environment which governs the Section 8 program, with specific attention to evolving changes in funding methodology and potential funding opportunities; advise SDHC on the impact that such changes may have on the funding and operation of the program in San Diego; identify strategic opportunities to protect and enhance the program in San Diego;
- Review and evaluate the current and proposed regulatory and statutory environment which governs the public housing program, with specific attention to evolving changes regarding the Capital Fund program, the Operating Fund program and other potential opportunities for PHAs related to affordable housing and mixed-income development; advise SDHC on the impact that such changes may have on the funding and operation of the public housing program and other affordable housing opportunities in San Diego; identify strategic opportunities to protect and enhance the public housing program and possibly other affordable housing in San Diego;
- Provide strategic planning services to evaluate the Housing Commission's loan portfolio as a possible resource for the creation of affordable housing opportunities in the City of San Diego.

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Indicate Approval by Initials Below:

Housing Commission _____

Contractor _____

General Counsel _____

ATTACHMENT SECTION 102

ADDITIONAL TERM OF CONTRACT

Section 102. Time For Performance. (Continued from Page 1):

The COMMISSION may, at its election, extend this Agreement's term for four (4) additional one (1) year terms, by giving written notice of the election to extend the Agreement to the CONTRACTOR, in advance of the expiration of the prior term of the Agreement. The Compensation to be paid the CONTRACTOR during the extended term, if any, shall be compensation set during the base year of the Agreement. Nothing contained in this Section 102 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 102 on Page 1.

This continuation of the time for performance provision is in addition to the provisions set forth in Page 1 of this Agreement and is expressly incorporated into the Agreement.

Indicate Approval by Initials Below:

Housing Commission _____

Contractor _____

General Counsel _____

ATTACHMENT SECTION 103

ADDITIONAL COMPENSATION TERMS

Section 103. Compensation. (Continued from Page 1):

Type	Year 1	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4
Initial	\$350	\$360	\$375	\$385	\$395

Fees are maximum hourly rates. Hawkins will charge the lower of those rates or an attorney's listed rate after a 20% discount. In addition, Hawkins will charge actual costs for typically reimbursable expenses including long-distance and local travel, long-distance telephone, and messenger service; not including word processing service.

Indicate Approval by Initials Below:

Housing Commission _____

Contractor _____

General Counsel _____

THE SAN DIEGO HOUSING COMMISSION

CERTIFICATE OF COMPLIANCE

The City of San Diego, The San Diego Housing Commission and Housing Authority 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 firms which contract with the San Diego Housing Commission.

(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, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity 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.

Name of Authorized Official

Title

Signature of Authorized Official

Date

Company Name

**SAN DIEGO HOUSING COMMISSION
REPORT OF SAN DIEGO COUNTY WORKFORCE**

Occupational Category	Total Number of Employees		Caucasian Not Hispanic		African American Not Hispanic		Hispanic All Races		Asian/Pacific Islander/Filipino Not Hispanic		Native American Not Hispanic		Disabled		Total Minority	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative And Managerial																
Professional Specialty																
Technicians and Related Support																
Sales																
Administrative Support																
Services																
Precision Production, Craft and Repair																
Machine Operators, Assemblers and Inspector																
Transportation and Material Moving																
Handlers, Equipment Cleaners, Helpers and Laborers																
TOTALS																

*See reverse side for Occupational Category List

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 Repairs
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 Cleansers, 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: _____ TELEPHONE: _____

ADDRESS: _____

CITY STATE ZIP

PREPARED BY: _____ DATE: _____