



Good Neighbors

San Diego  
Housing Commission

## REPORT

**DATE ISSUED:** April 16, 2004

**ITEM 103**

**REPORT NO.:** HCR04-20  
For the Agenda of April 23, 2004

**SUBJECT:** Contract for Legal Services (General Counsel)  
(Citywide)

### SUMMARY

**Issue 1:** Should the Housing Commission enter into a new contract with the law firm of Christensen Schwerdtfeger & Spath for the provision of General Counsel legal services as recommended by the proposal review panel?

**Recommendation 1:** That the Housing Commission seek Housing Authority approval of a three-year legal services contract with the law firm of Christensen Schwerdtfeger & Spath (Attachment 1). The contract includes an option to renew for up to two additional one-year periods.

**Issue 2:** Should the Housing Commission seek authorization to modify the subject contract to cover legal costs that result from addressing non-routine items or issues?

**Recommendation 2:** That the Housing Commission seek Housing Authority authorization to modify the subject contract, for up to \$100,000 per incident, as needed to cover costs associated with non-routine litigation and special assignments undertaken at the direction of the Board. Upon approval by the Housing Authority, authorize the Chief Executive Officer to make such modifications as necessary and provide a report to the Board on a periodic basis. Modifications will be limited to the amount budgeted in legal reserves.

### Certificate of Funding Availability:

Certificate No: 05-008, 06-001 and 07 -001  
Amount: \$517,300 (FY05), \$500,000 (FY06) and \$500,000 (FY07)  
Revenue Source: Various  
Division: Various  
Line Item: Legal Services

**Equal Opportunity Statement:** Christensen Schwerdtfeger & Spath is not a certified minority business enterprise (MBE), women business enterprise (WBE), or disabled veterans business enterprise (DVBE). However, Christensen Schwerdtfeger & Spath proposes to subcontract a portion of their legal services to the following certified WBE and MBE firms: Opper & Varco (WBE) and Huerta & Associates (MBE).

**Previous Related Action(s):** On May 25, 1999, the Housing Authority authorized an agreement for legal services with Detisch & Christensen for the period July 1, 1999 through June 30, 2001. The contract was subsequently renewed for an additional year from July 1, 2001 through June 30, 2002. On June 7, 2002, the Housing Commission approved the assignment and transfer of the legal services contract to the successor firm of Christensen Schwerdtfeger & Spath, L.L.P. for the remaining term of the contract, plus an additional year through June 30, 2004.

## **BACKGROUND**

The Housing Commission has an ongoing requirement for General Counsel legal services. The scope of these services includes preparation and review of complex legal documents, attendance at meetings of the Housing Commission and Housing Authority, and legal counsel regarding the planning, financing, development and management of affordable housing programs, complex real estate transactions and routine litigation. The General Counsel is, from time-to-time, requested to handle special projects and non-routine litigation.

In addition to General Counsel, Special Counsel is sometimes retained under separate contract to handle particular needs of the Housing Commission, such as tenant evictions from public housing. Both types of counsel are included in the legal services line of annual Housing Commission budgets.

## **DISCUSSION**

In February 2004, staff released a formal Request for Qualifications (RFQ). Notices were sent to fifteen firms. Additionally, advertisements were placed in the Daily Transcript, San Diego Union Tribune and La Prensa. The RFQ was also available on the Housing Commission's website to be downloaded for completion by those firms interested in submitting a response. Subsequently, two firms requested RFQ packages prior to the due date of March 19, 2004.

A technical panel comprised of Housing Commission staff and the Chair of the Housing Commission was convened to review, evaluate and rank the two proposals submitted. Proposals were evaluated based on each firm's qualifications (0-50 points), ability to meet the scope of services and submission requirements (0-40 points) and hourly rate (0-10 points). The proposal of the law firm of Christensen Schwerdtfeger & Spath scored the highest among the ranking categories. Proposal evaluation results are summarized below:

<u>Firm</u>	<u>Hourly Rate</u>	<u>Total Points (0-100)M/W/DVBE</u>	
Christensen Schwerdtfeger & Spath	\$130.00	95	No
Best Best & Krieger	\$195.00	62	No

The law firm of Detisch & Christensen provided legal services to the Housing Commission from 1991 to June 2002. As noted in the "previous related actions," legal services were transferred and assigned to the successor firm of Christensen Schwerdtfeger & Spath in June 2002, as allowed under Section 211 of that contract. Mr. Christensen has been the lead counsel for both firms since 1991 and principal legal adviser to the Housing Commission from 1991 to the present. The firm's "Statement for Public Disclosure" is presented as Attachment 3 to this report.

Approval of Recommendation 1 will authorize the Chief Executive Officer to contract with Christensen Schwerdtfeger & Spath to provide General Counsel legal services to the Housing Commission for a period of three years with options to extend for two additional one-year periods. The contract ceiling is not to exceed \$1,517,300 for the three-year period. This amount is based on the proposal received from the recommended firm and analysis of historical use of legal services.

Approval of Recommendation 2 will authorize the Chief Executive Officer to modify the subject contract within specified limits to accommodate unanticipated legal needs. Although modifications may occur without prior approval by the Housing Commission or Housing Authority, subject to availability of appropriate funds, such litigation would be authorized by the Commission, as is currently the case. Staff will provide periodic reports to the Board of Commissioners on all applicable contract modifications. This action will allow such unanticipated litigation to be funded separately from the budgeted litigation reserves.

#### **ALTERNATIVES**

1. Award the subject contract to the second ranked law firm, Best Best Krieger, L.L.P.
2. Re-issue the RFQ for legal services

Respectfully submitted,

Approved by,

Carrol M. Vaughan  
Chief Operating Officer

**Signature on File  
With Original Document**

Elizabeth C. Morris  
Chief Executive Officer

Attachment 1: \*Contract  
Attachment 2: \*Statement for Public Disclosure  
Attachment 3: \*Work Force Analysis Report

\*Distribution of these attachments is limited. Copies available for review during business hours at the Housing Commission offices at 1625 Newton Avenue.

**ATTACHMENT 1**

**SAN DIEGO HOUSING COMMISSION**

**AGREEMENT FOR \_\_\_\_\_**

**WITH**

**CHRISTENSEN SCHWERDTFEGER & SPATH, LLP.**

\_\_\_\_\_  
Contract No. \_\_\_\_

THIS AGREEMENT, entered into this 25th day of May, 2004,

between the Commission:

SAN DIEGO HOUSING COMMISSION  
1625 Newton Avenue  
San Diego, California 92113  
(619) 231-9400

and the Contractor:

CHRISTENSEN  
SCHWERDTFEGER & SPATH, LLP.  
444 West "C" Street, Suite 200  
San Diego, California 92101  
(619) 236-9343

**101. DESCRIPTION OF WORK**

Contractor shall provide General Counsel services to the Housing Commission as generally described below:

Legal services relative to the planning, development and occupancy of affordable housing programs, management of affordable housing programs, real estate loans, real estate purchase agreements, real estate leases, foreclosures, litigation, human resources, contracting and general services including, but not limited to preparation and review of legal documents and rendition of legal opinions and advice and supervision as to the legality of official acts and minutes of the Housing Commission. Attendance at all Housing Commission meetings.

## 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. Schedule of Reimbursable Expenses, Contract Attachment No. 4
4. Certificate of Compliance, Contract Attachment No. 5

## 103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective July 1, 2004 through June 30, 2007, with two one (1) year options to renew the contract for two additional one (1) year periods, at a negotiated rate not to exceed the base price of the contract plus the current rate of the Consumer Price Index (CPI).

## 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.

### b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of ONE MILLION FIVE HUNDRED AND SEVENTEEN THOUSAND AND THREE HUNDRED DOLLARS (\$1,517,300). 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) 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.

Further, the SDHC 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

SDHC and/or the Housing Authority of the City of San Diego 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.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the contractor's staff. Such requisition shall: (1) reference the Contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition 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.

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.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: \_\_\_\_\_  
Carrol M. Vaughan

Title: \_\_\_\_\_  
Chief Operating Officer

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

CONTRACTOR:

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

Approved as to Form and Legality:

CASEY GWINN, HOUSING AUTHORITY GENERAL COUNSEL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elisa A. Cusato, Deputy General Counsel

### CONTRACT ATTACHMENT NO. 1

#### 200. GENERAL PROVISIONS

##### 201. Status of Contractor

This contract calls for the performance of the services of the consultant 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 Contract (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 contract or at any time thereafter except as authorized by the Commission.

##### 204. Conflict of Interest

(a) For the duration of this Contract, 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 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 its contract 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 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

(a) The 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.

(b) Contractor shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

206. Insurance

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 agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the

Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

(f) The Contractor shall procure and maintain professional errors and omissions coverage, in addition to the coverages required above, during the entire term of the Agreement, in a minimum amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and

One Million Dollars (\$1,000,000.00) in aggregate. Contractor shall provide the Commission with certificate(s) of insurance showing the required professional errors and omissions coverage not less frequently than annually during the term of the Agreement, as and when, reasonably requested by the Commission.

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 Contract, 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 Workforce 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. 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.

(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 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 Contract 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.

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. If, at any time, Charles B. Christensen is not able to provide the said legal service as the Lead Counsel, the Housing Commission will reserve the right to terminate the contract.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract 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 Scope of Services of the Contract 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 Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission 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, that 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 Contract may be terminated by the either party on thirty (30) days' written notice to the other the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorney's Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, 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

Contract represents the sole and entire agreement between the Commission 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 Contract, which

are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract 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 Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract 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 contract, 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 contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract 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 contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract 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:

1. 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.
2. Establish a drug-free awareness program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Contractor's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation and employee assistance programs.
  - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 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 to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. 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 Housing 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 excised 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 Housing Commission to exercise the option to extend the Agreement.

(e) The SDHC and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the SDHC 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 SDHC and/or 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.

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

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- (a) Upon execution of contract;
- (b) Annually on or before April 1 of each year;

- (c) Within 30 days after completion of the contract.

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

226. 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.

227. Section 3 Contract Clauses

- (a) The work to be performed under this contract 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 contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract 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 contract 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 contract 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 contract. 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 contract 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).

#### 228. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

#### 229. 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:

- (1) 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;
- (2) 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;
- (3) 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
- (4) 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.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: \_\_\_\_\_  
 Carrol M. Vaughan  
 Title: \_\_\_\_\_  
 Chief Operating Officer  
 Date: \_\_\_\_\_

CONTRACTOR:

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

Title: \_\_\_\_\_

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

Approved to as to Form and Legality:

CASEY GWINN, HOUSING AUTHORITY GENERAL COUNSEL

By: \_\_\_\_\_  
Elisa A. Cusato, Deputy General Counsel

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

## CONTRACT ATTACHMENT NO. 2

### SPECIFICATIONS/SCOPE OF SERVICES

When and as directed by the Commission, the Contractor shall perform General Counsel legal services to include, but not be limited to the following:

#### **A. General Services**

Preparation and review of legal documents and papers; rendition of advice and assistance to the offices and employees of the Housing Commission; attendance at meetings of the Housing Commission; preparation and review of resolutions and related documents; review and legal approbation of minutes of the Housing Commission; consultation with parties having dealings of a legal nature with the Housing Commission; supervision as to legality of the official acts and minutes of the Housing Commission; rendition of legal opinions on all matters submitted by the Housing Commission, including questions regarding conflicts of interest and Brown Act matters.

#### **B. Planning, Development and Initial Occupancy of Affordable Housing Programs**

To perform all legal services in connection with and to be responsible for all legal phases of the planning, development, initial occupancy and financing of all low-rent housing projects to be undertaken by the Housing Commission. Such services include, but are not limited to the following:

1. Rendition of advice and assistance to the Housing Commission's governing body and staff on all legal matters affecting such projects.
2. Preparation and review of contracts with surveyors, land negotiators, cost estimators, architects, appraisers and all parties having dealings of a legal nature with the Housing 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 Housing Commission.

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 Housing 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:

- (a) Defending Writ of Mandate in Section 8 matters;
  - (b) Construction Defect Litigation;
  - (c) Judicial Foreclosure matters, including the appointment of receivers, if necessary or appropriate;
  - (d) Condemnation matters;
  - (e) Commercial litigation;
  - (f) Appellate work relating to litigated matters, if necessary;
  - (g) Employment related litigation;
  - (h) 42 USC 1983 complaints;
  - (i) All other litigation not defined as "unusual litigation", in section D, hereof.
4. 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.
  5. 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.
  6. 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 Housing 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.
  7. In any project being constructed through the conventional competitive bidding procedures, Counsel is to provide review of documents relating to the advertisement and award of construction contracts, including the construction contract, specifications and performance and payment bonds.

8. To 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.

**C. Legal Services in Connection with Management of Affordable Housing Programs.**

To perform all legal services in connection with and to be responsible for all legal phases of low-rent housing projects of the Housing Commission now under management on the date hereof or which may later come under management. Such services shall include, but not be limited to the following:

1. Rendition of legal advice and assistance to the Housing Commission's governing body and staff on all legal matters affecting such project.
2. Rendition of advice and assistance in the negotiation and preparation of contract, leases and other documents of the Housing Commission.

**D. Legal Services for Litigation**

To perform all legal services related to litigation on behalf of the Housing Commission. Such services, however, shall not include services in connection with unusual litigation which, for the purposes of this agreement, means actions attacking the validity of the Housing Authorities Law or the legality of the Housing Commission's actions to enforce a cooperation agreement, and similar matters of a novel, and complex nature; nor shall such services be compensated under this Agreement.

**E. To perform all legal services related to real estate loans, real estate purchase and sales contracts, and real estate leases.**

Such services shall include, but not be limited to the following:

1. Negotiation and documentation of real estate loans.
2. Negotiation and documentation of leases.
3. Negotiation and drafting of real estate purchase and sale agreements.
4. Negotiation and documentation of the Rehabilitation Loan Program lending relationships.
5. Enforcement of Rehabilitation loans and minor litigation related thereto.
6. Negotiation and documentation of Rehabilitation loan "workouts".
7. General consultation related to the foregoing.

**F. Legal Services Concerning Policy Review and General Business Advice:**

Includes legal services related to the development, preparation and implementation of policies and ordinances to include the development of implementation regulations and procedures for such policies and ordinances. General business advice regarding development and drafting of general contracts and enforcement of same. Review and enforcement of agency procurement policies. If necessary, review of Request for Proposals (RFQ) and Request for Qualifications (RFQ) to ensure compliance with applicable policies and laws.

**G. General Legal Services for Personnel and Labor Relations:**

1. 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.
2. Scope of services may include, but not limited to, legal representation of the Commission during annual labor union negotiations.

*Housing Commission office, clerical and technical employees are represented by one (1) bargaining unit: Social Services Union Local 535 SEIU, AFL-CIO. The executive, management, supervisory and professional employees are not union represented.*

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: \_\_\_\_\_  
Carrol M. Vaughan

Title: \_\_\_\_\_

Chief Operating Officer

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

CONTRACTOR:

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

Approved as to Form and Legality:

CASEY GWINN, HOUSING AUTHORITY GENERAL COUNSEL

By: \_\_\_\_\_  
Elisa A. Cusato, Deputy General Counsel

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

**CONTRACT ATTACHMENT NO. 3  
COMPENSATION SCHEDULE**

The firm will provide legal services to the Commission throughout the term of the contract at the rate of \$130.00 per hour. Paralegal services will be provided at the rate of \$70.00 per hour. Law Clerk services will be provided at the rate of \$50.00 per hour.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

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

Carrol M. Vaughan

Title: \_\_\_\_\_

Chief Operating Officer

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

CONTRACTOR:

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

-  
Approved as to Form and Legality:

CASEY GWINN, HOUSING AUTHORITY GENERAL COUNSEL

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

Elisa A. Cusato, Deputy General Counsel

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

**CONTRACT ATTACHMENT NO. 4**  
**SCHEDULE OF REIMBURSABLE EXPENSES**

The following reimbursable expense items and rates will be billed by the firm to the Commission in connection with legal services rendered. Mileage at \$0.31 per mile (local travel excluded); Copying at \$0.10 page; and fax at \$0.25 per page. U.S. Postage will be billed at actual cost. Reasonable Travel Expense (air, hotel, etc.), not to include local mileage, as necessary will be billed at rate approved by the Commission.

**CONTRACT ATTACHMENT NO. 5  
CERTIFICATE OF COMPLIANCE**

**EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH  
THE SAN DIEGO HOUSING COMMISSION**

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.

**CERTIFICATE OF COMPLIANCE**

CHRISTENSEN SCHWERDTFEGER & 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, 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

4/2004

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: \_\_\_\_\_  
Carrol M. Vaughan

Title: \_\_\_\_\_  
Chief Operating Officer

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

CONTRACTOR:

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

-

Approved as to Form and Legality:

CASEY GWINN, HOUSING AUTHORITY GENERAL COUNSEL

By: \_\_\_\_\_  
Elisa A. Cusato, Deputy General Counsel

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

## Attachment 2 – Housing Commission Report

***SERVICE PROVIDER AND CONSULTANTS***  
***(Collectively referred to as "CONTRACTOR" herein)***  
**STATEMENT FOR PUBLIC DISCLOSURE**

1. Name of CONTRACTOR: Christensen Schwerdtfeger & Spath LLP
2. Addresses and ZIP Code: 444 West C Street, Suite 200, San Diego, CA 92101
3. Telephone Number: (619) 236-9343 ext. 102
4. Name of Principal Contact for CONTRACTOR: Charles B. Christensen
5. Federal Identification Number or Social Security Number of CONTRACTOR:  
02-0609657
6. If the CONTRACTOR is not an individual doing business under his own name, the CONTRACTOR has the status indicated below and is organized or operating under the laws of California as:

A corporation (Attach Articles of Incorporation)

A nonprofit or charitable institution or corporation. (Attach copy of Articles of Incorporation and documentary evidence verifying current valid nonprofit or charitable status).

A partnership known as: Christensen Schwerdtfeger & Spath LLP  
(Name)

**Check one**

General Partnership (Attach statement of General Partnership)

Limited Liability Partnership (Attach Certificate of Limited Partnership)

A business association or a joint venture known as:  
\_\_\_\_\_ (Attach joint venture or business association agreement)

A Federal, State or local government or instrumentality thereof.

— Other (explain)

7. If the CONTRACTOR is not an individual or a government agency or instrumentality, give date of organization:
8. Provide names, addresses, telephone numbers, title of position (if any) and nature and extent of the interest of the current officers, principal members, shareholders, and investors of the CONTRACTOR, other than a government agency or instrumentality, as set forth below:
- a. If the CONTRACTOR is a corporation, the officers, directors or trustees, and each stockholder owning more than ten percent (10%) of any class of stock.  
N.A.
  - b. If the CONTRACTOR is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.  
N.A.
  - c. If the CONTRACTOR is a partnership, each partner, whether a general or limited, and either the percent of interest or a description of the character and extent of interest.  
Charles B. Christensen, Sr. Partner, 75% interest  
Sean D. Schwerdtfeger, Partner, 12.5%  
Walter F. Spath III, Partner, 12.5%
  - d. If the CONTRACTOR is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.  
N.A.
  - e. If the CONTRACTOR is some other entity, the officers, the members of the governing body, and each person having an interest of more than ten percent (10%).  
N.A.

Name, Address and  
ZIP Code

Charles B. Christensen  
Sean D. Schwerdtfeger  
Walter F. Spath, III  
444 West C Street, Suite 200  
San Diego, CA 92101

Position Title (if any and  
extent of interest

Sr. Partner, 75%  
Partner, 12.5%  
Partner, 12.5%

9. Has the makeup as set forth in Item 8(a) through 8(e) changed within the last twelve (12) months. If yes, please explain in detail. NO.

10. Is it anticipated that the makeup as set forth in Item 8(a) through 8(e) will change within the next twelve (12) months? If yes, please explain in detail.

NO.

11. Provide name, address, telephone number, and nature and extent of interest of each person or entity (not named in response to Item 8) who has a beneficial interest in any of the shareholders or investors named in response to Item 8 which gives such person or entity more than a computed ten percent (10%) interest in the CONTRACTOR (for example, more than twenty percent (20%) of the stock in a corporation which holds fifty percent (50%) of the stock of the CONTRACTOR or more than fifty (50%) of the stock in the corporation which holds twenty percent (20%) of the stock of the CONTRACTOR): NONE

Name, Address and  
ZIP Code

Position Title (if any and  
extent of interest

NONE.

12. Names, addresses and telephone numbers (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 8 or Item 11 above:

N.A.

13. Is the CONTRACTOR a subsidiary of or affiliated with any other corporation or corporations, any other firm or any other business entity or entities of whatever nature. If yes, list each such corporation, firm or business entity by name and address, specify

its relationship to the CONTRACTOR, and identify the officers and directors or trustees common to the CONTRACTOR and such other corporation, firm or business entity.

NO.

14. Has the CONTRACTOR or anyone referred to above as "principals of the CONTRACTOR" been convicted and/or indicted and convicted of any felony within the past 10 years? \_\_\_ Yes (X) No

If yes, give for each case (1) date, (2) charge, (3) place, (4) court, and (5) action taken. Attach any explanation deemed necessary.

N.A.

15. Has the CONTRACTOR ever defaulted on any contract, project or loan, including, but not limited to, those with the San Diego Housing Commission, the Housing Authority of the City of San Diego, or the City of San Diego? If yes, explain.

NO.

16. Does any member of the governing body of the San Diego Housing Commission ("COMMISSION"), Housing Authority of the City of San Diego ("AUTHORITY") or City of San Diego ("CITY"), to which the accompanying proposal is being made or any officer or employee of the COMMISSION, the AUTHORITY or the CITY who exercises any functions or responsibilities in connection with the carrying out of the project covered by the CONTRACTOR's proposal, have any direct or indirect personal financial interest in the CONTRACTOR or in the proposed CONTRACTOR? No

If yes, explain.

N.A.

17. State the name, address and telephone numbers of CONTRACTOR's insurance agent(s) and/or companies for the following coverage's: List the amount of coverage (limits) currently existing in each category:

**Professional Liability**

Driver Alliant Insurance  
Attention: Robert B. Savitch  
1620 Fifth Avenue  
San Diego, CA 92101  
(619) 699-1392

**Worker's Compensation/General Liability**

Driver Alliant Insurance  
Attn: Eunice Billups  
1620 Fifth Avenue  
San Diego, CA 92101  
(619) 238-1828

- a. General Liability, including Bodily Injury and Property Damage Insurance [Attach certificate of insurance showing the amount of coverage and coverage period(s)] \$2,000,000 Aggregate/\$2,000,000 per occurrence

Check coverage(s) carried:

- Comprehensive Form
- Premises - Operations
- Explosion and Collapse Hazard
- Underground Hazard
- Products/Completed Operations Hazard
- Contractual Insurance
- Broad Form Property Damage
- Independent CONTRACTORS
- Personal Injury

- b. Automobile Public Liability/Property Damage [Attach certificate of insurance showing the amount of coverage and coverage period(s)]  
State Farm Insurance Company

Check coverage(s) carried: \$1,300,000 aggregate and per occurrence/ Also see U.S. Fidelity and Guaranty Company Policy through Driver Alliant-Eunice Billups

- Comprehensive Form
- Owned
- Hired
- Non-Owned

- c. Workers Compensation [Attach certificate of insurance showing the amount of coverage and coverage period(s)]  
\$1,000,000 Per Accident/Each Disease/Each Employee (coverage through 6/15/04)
  - d. Professional Liability (Errors and Omissions) [Attach certificate of insurance showing the amount of coverage and coverage period(s)] Through 5/29/04  
Certificate shows \$3,000,000 aggregate with \$3,000,000 each occurrence, but it is believed that it is \$2,000,000/\$2,000,000
  - e. Excess Liability [Attach certificate(s) of insurance showing the amount of coverage and coverage period(s)] N.A.
  - f. Other (Specify) [Attach certificate(s) of insurance showing the amount of coverage and coverage period(s)] N.A.
18. CONTRACTOR warrants and certifies that it will not during the term of the PROJECT, GRANT, LOAN, CONTRACT, DEVELOPMENT and/or RENDITIONS OF SERVICES discriminate against any employee, person, or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COMMISSION setting forth the provisions of this nondiscrimination clause. *So warranted and certified.*
19. The CONTRACTOR warrants and certifies that it will not without prior written consent of the COMMISSION, engage in any business pursuits that are adverse, hostile or take incompatible positions to the interests of the COMMISSION, during the term of the CONTRACT and/or RENDITION OF SERVICES. *So warranted and certified.*
20. CONTRACTOR warrants and certifies that no member, COMMISSIONer, councilperson, officer, or employee of the COMMISSION, the AUTHORITY and/or the CITY, no member of the governing body of the locality in which the PROJECT is situated, no member of the government 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, has during his or her tenure, or will for one (1) year thereafter, have any interest, direct or indirect, in this PROJECT or the proceeds thereof. *So certified and warranted.*

21. List all citations, orders to cease and desist, stop work orders, complaints, judgments, fines, and penalties received by or imposed upon CONTRACTOR for any violations from any and all governmental entities including but not limited to, the City of San Diego, San Diego Housing Commission, Housing Authority of the City of San Diego, County of San Diego, the State of California, the United States of America and any and all divisions and departments of said governmental entities for a period of five (5) years prior to the date of this statement. If none, please so state: NONE.

<u>Governmental Entity</u>	<u>Date</u>	<u>Resolution</u>
<u>Making Complaint</u>		

NONE

22. Has the CONTRACTOR ever been disqualified, removed from or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation. If so, please explain the circumstances in detail. If none, please so state:

No.

23. Please list all licenses obtained by the CONTRACTOR through the State of California and/or the United States of America, which are required and/or will be utilized by the CONTRACTOR and/or are convenient to the performance of the CONTRACT or RENDITION OF SERVICES. State the name of the governmental agency granting the license, type of license, date of grant, and the status of the license, together with a statement as to whether the license has ever been revoked:

Governmental Revocation	Description	License	Date Issued	Status
----------------------------	-------------	---------	-------------	--------

<u>Agency</u>	<u>License</u>	<u>Number</u>	<u>(original)</u>	<u>(current) (yes/no)</u>
Cal. Bar	Lic. Prac. Law	56728	12/18/73	Yes. (Christensen)
Cal. Bar	Lic. Prac. Law	179508	12/06/95	Yes (Spath)
Cal. Bar	Lic. Prac. Law	179521	12/06/95	Yes (Schwerdt.)

24. Describe in detail any and all other facts, factors or conditions that may adversely affect CONTRACTOR's ability to perform or complete, in a timely manner, or at all, the CONTRACT, or performance of consulting or other services under CONTRACT with the COMMISSION.

None.

25. Describe, in detail, any and all other facts, factors or conditions that may favorably affect CONTRACTOR's ability to perform or complete, in a timely manner, or at all, the CONTRACT, or performance of consulting or other services under CONTRACT with the COMMISSION.

Christensen Schwerdtfeger & Spath LLP is uniquely qualified to perform all of the services requested within the RFQ in a cost effective manner. The firm is qualified to perform each of the services request. Mr. Christensen has been performing those services for the Commission for the last 13 years. The firm is AV rated by Martindale Hubbell and is listed in the Bar Register for Preeminent Law Firms Nationally. The hourly rate quoted is less than half of Mr. Christensen's rate for non public clients. Mr. Christensen has 30 years of legal experience and Messrs. Spath and Schwerdtfeger have in excess of 8 years of legal experience. The firm's expertise is specialized within the areas of service requested by the Commission.

26. List all CONTRACTS with, DEVELOPMENTS for or with, LOANS with, PROJECTS with, GRANTS from, SALES of Real Property to, the COMMISSION, AUTHORITY and/or the CITY within the last five (5) years, include additional pages if necessary:

<u>Date</u>	<u>Entity Involved</u> (i.e., CITY, <u>COMMISSION, etc.</u> )	<u>Status</u> (Current, delinquent <u>repaid, etc.</u> )	<u>Dollar</u> <u>Amount</u>
June 2002	COMMISSION	Current	\$500,000 per year

## **CONSENT TO PUBLIC DISCLOSURE BY CONTRACTOR**

By providing the "Personal Information", (if any) as defined in Section 1798.3(a) of the Civil Code of the State of California (to the extent that it is applicable, if at all), requested herein and by seeking a loan from, a grant from, a contract with, the sale of real estate to, the right to develop from, and/or any and all other entitlements from the SAN DIEGO HOUSING COMMISSION ("COMMISSION"), the HOUSING AUTHORITY OF THE CITY OF SAN DIEGO ("AUTHORITY") and/or the CITY OF SAN DIEGO ("CITY"), the CONTRACTOR consents to the disclosure of any and all "Personal Information" and of any and all other information contained in this Public Disclosure Statement. CONTRACTOR specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal law relating to the public disclosure of the information contained herein. With respect to "Personal Information", if any, contained herein, the CONTRACTOR, by executing this disclosure statement and providing the information requested, consents to its disclosure pursuant to the provisions of the Information Practices Act of 1977, Civil Code Section 1798.24(b). CONTRACTOR is aware that a disclosure of information contained herein will be made at a public meeting or meetings of the COMMISSION, the AUTHORITY and/or the CITY at such times as the meetings may be scheduled. CONTRACTOR hereby consents to the disclosure of said "Personal Information", if any, more than thirty (30) days from the date of this statement at the duly scheduled meeting(s) of the COMMISSION, the AUTHORITY

and/or the CITY. CONTRACTOR acknowledges that public disclosure of the information contained herein may be made pursuant to the provisions of Civil Code Section 1798.24(d).

CONTRACTOR represents and warrants to the COMMISSION, the AUTHORITY and the CITY that by providing the information requested herein and waiving any and all privileges available under the Evidence Code of the State of California, State and Federal law, (to the extent of this disclosure that the information being submitted herein), the information constitutes a "Public Record" subject to disclosure to members of the public in accordance with the provisions of California Government Section 6250 et seq.

CONTRACTOR specifically waives, by the production of the information disclosed herein, any and all rights that CONTRACTOR may have with respect to the information under the provisions of Government Code Section 6254 including its applicable subparagraphs, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal law.

Executed this 18<sup>th</sup> day of March, 2004, at San Diego, California.

CONTRACTOR:

By: \_\_\_\_\_  
Charles B. Christensen, Managing Partner

**CERTIFICATION**

The CONTRACTOR hereby certifies that this CONTRACTOR's Statement for Public Disclosure and the attached information/evidence of the CONTRACTOR's qualifications are true and correct to the best of CONTRACTOR's knowledge and belief.

Christensen Schwerdtfeger & Spath LLP

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

Charles B. Christensen

Title: Managing Partner

Dated: March 18, 2004\_\_\_\_\_

ATTEST:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My COMMISSION Expires:\_\_\_\_\_

**ATTACHMENT II.**

**STATEMENT AND CERTIFICATION  
REGARDING DEBARMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: COMMISSION of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or COMMISSION of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, COMMISSION of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

*This Certification Concerns a Matter  
Within the Jurisdiction of an Agency of  
the United States and the Making of a*

***False, Fictitious, or Fraudulent  
Certification May Render the Maker  
Subject to Prosecution Under Section  
1001, Title 18, United States Code.***

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business Dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the COMMISSION, the Contracting Officer may terminate the contract resulting from this solicitation for default.

CONTRACTOR's Authorized  
Representative

X \_\_\_\_\_

---

Name Printed

---

Title

---

Date

ATTACHMENT 3  
UNAVAILABLE ELECTRONICLY