

# REPORT

**DATE ISSUED:** May 5, 2009

**REPORT NO.:** HCR09-045

**ATTENTION:** Chair and Members of the Housing Commission  
For the Agenda of May 15, 2009

**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 & Spath LLP 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 & 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 President and 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.

**Equal Opportunity Statement:** The firm is not a certified disadvantaged enterprise or certified women business enterprise, or disabled veterans business enterprise. However, Christensen & Spath is a certified small business enterprise and they propose to subcontract a portion of their legal services to the certified disadvantaged firm of Huerta & Associates.

## 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**

On February 27, 2009, staff released a formal Request for Proposal (RFP). Notices were sent to eight firms. In addition, advertisements were placed in the Voice and Viewpoint, San Diego Union Tribune and La Prensa. The RFP was also available on the Housing Commission's website to be downloaded for completion by those firms interested in submitting a response. Subsequently, three firms responded to the RFP prior to the due date of March 30, 2009.

An evaluation panel comprised of two Housing Commission staff and one City Attorney staff member was convened to review, evaluate and rank the three proposals submitted. Proposals were evaluated in two phases. Phase-One (100 points) was 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). Phase-Two (100 points) was an oral interview with the qualified firms. The law firm of Christensen & Spath LLP scored the highest among the ranking categories. Proposal evaluation results are summarized below:

<u>Firm</u>	<u>Principal Average Hourly Base Rate</u>	<u>Total Points (0-200 per panelist)</u>
Christensen & Spath	\$ 150	588
Best Best & Krieger	\$ 225	586
Luce Forward	\$ 496	414

The law firm of Christensen & Spath has provided legal services to the Housing Commission from 1991 to present. Legal services were transferred in 2002 from Detisch & Christensen to Christensen, Schwerdtfeger & Spath, then in 2008 from Christensen, Schwerdtfeger & Spath to Christensen & Spath. Mr. Christensen has been the lead counsel for the three firms and principal legal adviser to the Housing Commission from 1991 to the present.

Approval of Recommendation 1 will authorize the President to contract with Christensen & Spath to provide 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 \$1,800,000 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.

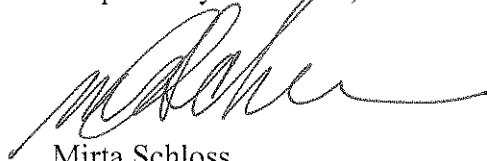
Approval of Recommendation 2 will authorize the President to modify the subject contract within specified limits to accommodate unanticipated legal needs. Although modifications may occur without prior approval by the Housing Commission or Housing

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**

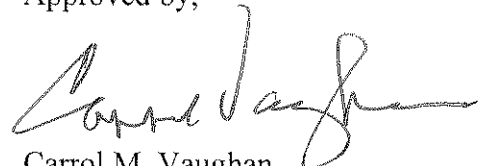
1. Award the subject contract to the second ranked law firm, Best Best & Krieger, LLP
2. Re-issue the RFP for legal services

Respectfully submitted,



Mirta Schloss  
Sr. Program Analyst

Approved by,



Carrol M. Vaughan  
Executive Vice President and  
Chief Operating Officer

**SAN DIEGO HOUSING COMMISSION**

**AGREEMENT FOR  
Legal Services**

**WITH**

**Christensen & Spath LLP**

**Contract No.**

THIS AGREEMENT, entered into this 1st day of July 2009,

between the Commission:

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

and the Contractor:

**Christensen & Spath LLP  
550 West C Street  
San Diego, Ca 92101**

**101. DESCRIPTION OF WORK**

Contractor shall provide Legal Services to the Commission as generally described in the specifications/scope of services and EXHIBIT A; Proposal for Legal Services as submitted by Christensen & Spath LL attached hereto.

**102. CONTRACT ATTACHMENTS**

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

1. General Provisions,
2. Specifications/Scope of Services
3. Compensation Schedule,
4. Certificate of Compliance,
5. Workforce Report,

6. Proposal for Legal Services as submitted by Christensen & Spath LLP (EXHIBIT A)

#### 103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective 1 July 2009 through 1 July 2012. There are two additional one-year options for renewal.

#### 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 Compensation Schedule, Contract Attachment No. 3 and Proposal for Legal Services as submitted by Christensen & Spath LLP EXHIBIT A attached hereto and made a part hereof.

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 3 may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event 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 Commission may cancel the Agreement, without cause by written notice to the contractor at anytime during the term of the Agreement or any extension there to, in the event that the Commission or the Housing Authority of the City of San Diego fails to appropriate funds for the rendition of the service 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.

- b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of ONE MILLION EIGHT HUNDRED DOLLARS AND NO CENTS (\$1,800,000) for the first three years of the contract. 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: \_\_\_\_\_

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

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

CONTRACTOR:

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

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

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

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement 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 Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

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

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

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

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

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

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve 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, hold harmless and defend 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 Agreement 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 Agreement.

(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.

207. Correction of Work

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

208. Equal Opportunity Programs

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

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



(b) Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County 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 or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within 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 barred from participating in Commission projects for not less than one (1) year.

209. Cost Records

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

210. Subcontracting

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

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

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

211. Assignability

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

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

212. Changes

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

213. Documents and Written Reports

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

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

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

214. Termination

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

215. Attorney's Fees and Costs

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

216. Entire Agreement

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

217. Partial Invalidity

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

218. Contract Governed by Laws of State of California

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

219. Interest of Member of Congress

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

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

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

221. Drug-free Workplace

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

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 assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

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

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

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 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).

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: \_\_\_\_\_

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

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

CONTRACTOR:

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

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

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

## SPECIFICATIONS/SCOPE OF SERVICES

When and as directed by the Commission, the firm 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 departments 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 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, occupancy financing and compliance of all affordable rental & for-sale housing project and programs 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 and programs.
2. Preparation and review of contracts with owners, surveyors, land negotiators, cost estimators, architects, appraisers, attorneys and all parties having dealings of a legal nature with the 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.
3. 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:
  - Defending Writ of Mandate in Section 8 matters;
  - Construction Defect Litigation;

- Judicial Foreclosure matters, including the appointment of receivers, if necessary or appropriate;
  - Condemnation matters;
  - Commercial litigation;
  - Appellate work relating to litigated matters, if necessary;
  - Employment related litigation;
  - 42 USC 1983 complaints;
  - All other litigation not defined as “unusual litigation”, in section D, hereof.
  - Payroll liability issues
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 Low income 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 affordable housing program restrictions and compliance.**

1. Negotiation and documentation of affordable housing restrictions and provisions of adequate performance security.
2. Negotiation and drafting of affordable housing restrictions and liens.
3. Enforcement of affordable housing agreements.
4. Negotiation and documentation of compliance "settlements."
5. General consultation related to the foregoing.
6. General consultation related to potential program changes.

**F. 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 labor union negotiations.

Housing Commission office, clerical and technical employees are represented by one (1) bargaining unit: Service Employee International Union Local 221. The executive, management, supervisory and professional employees are not union represented.

## COMPENSATION SCHEDULE

Item	Cost	Unit
Partners	150.00	Hour
Senior Associate (2+ Years)	145.00	Hour
Paralegals	115.00	Hour
Law Clerks	100.00	Hour
Mileage	0.55	Mile
Copies	0.10	Page
Postage	Billed at Actual Cost	Billed at Actual Cost
Reasonable	Travel Expenses	Will be billed at rates approved by Commission

Rates are frozen for three (3) years – then subject to increase in option periods (s) based on CPI increases

There is a discount of 2% on fees monthly for payments received within 5 days.

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

Name of Firm \_\_\_\_\_

Payroll Ending Date \_\_\_\_\_

**WORK FORCE REPORT OF SAN DIEGO COUNTY**

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

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

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

**NON PROFIT AGENCIES ONLY**

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

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

OCCUPATIONAL CATEGORY LIST

**Executive, Administrative and Management**

Executive, Administrative  
Management  
Related

**Professional Specialty**

Engineers, Architects,  
Surveyors  
Mathematical and Computer  
Scientists

Health Diagnosing  
Health Assessment and  
Treating  
Teachers, Postsecondary  
Teachers, Except

Postsecondary  
Counselors, Educational and  
Vocational  
Librarians, Archivists,  
Curators

Social Scientists and Urban  
Planners  
Social, Recreation and  
Religious Workers  
Lawyers and Judges

**Technicians and Related Support**

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

**Sales**

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

**Administrative Support**

Supervisors, Administrative  
Support  
Computer Equipment Operators  
Secretaries, Stenographers,  
Typists  
Information Clerks  
Records, Processing Except  
Financial  
Financial Records Processing

Duplicating and Other Office  
Machine Operators  
Communications Equipment  
Operators  
Mail and Message Distributing  
Material Recording and  
Distributing Clerks  
Adjusters and Investigators  
Other Administrative Support

**Precision Production, Craft and Repair**

Supervisors, Mechanics and  
Repairers  
Vehicle and Mobile Equipment  
Mechanics and Industrial  
Machinery Repairer  
Machinery Maintenance  
Electrical and Electronic  
Equipment  
Repairers  
Heating, Air Conditioning,  
Refrigeration  
Mechanics  
Other Mechanics and Repairers  
Supervisors Construction  
Construction Trades, Except  
Supervisors  
Extractive Occupations  
Precision Production  
Occupations

**Machine Operators, Assemblers and Inspectors**

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

**Transportation and Material Moving**

Motor Vehicle Operators

Rail Transportation  
Occupations  
Water Transportation  
Occupations  
Material Moving Equipment  
Operators

**Handler, Equipment 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: \_\_\_\_\_

COMMISSION:

SAN DIEGO HOUSING COMMISSION

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

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

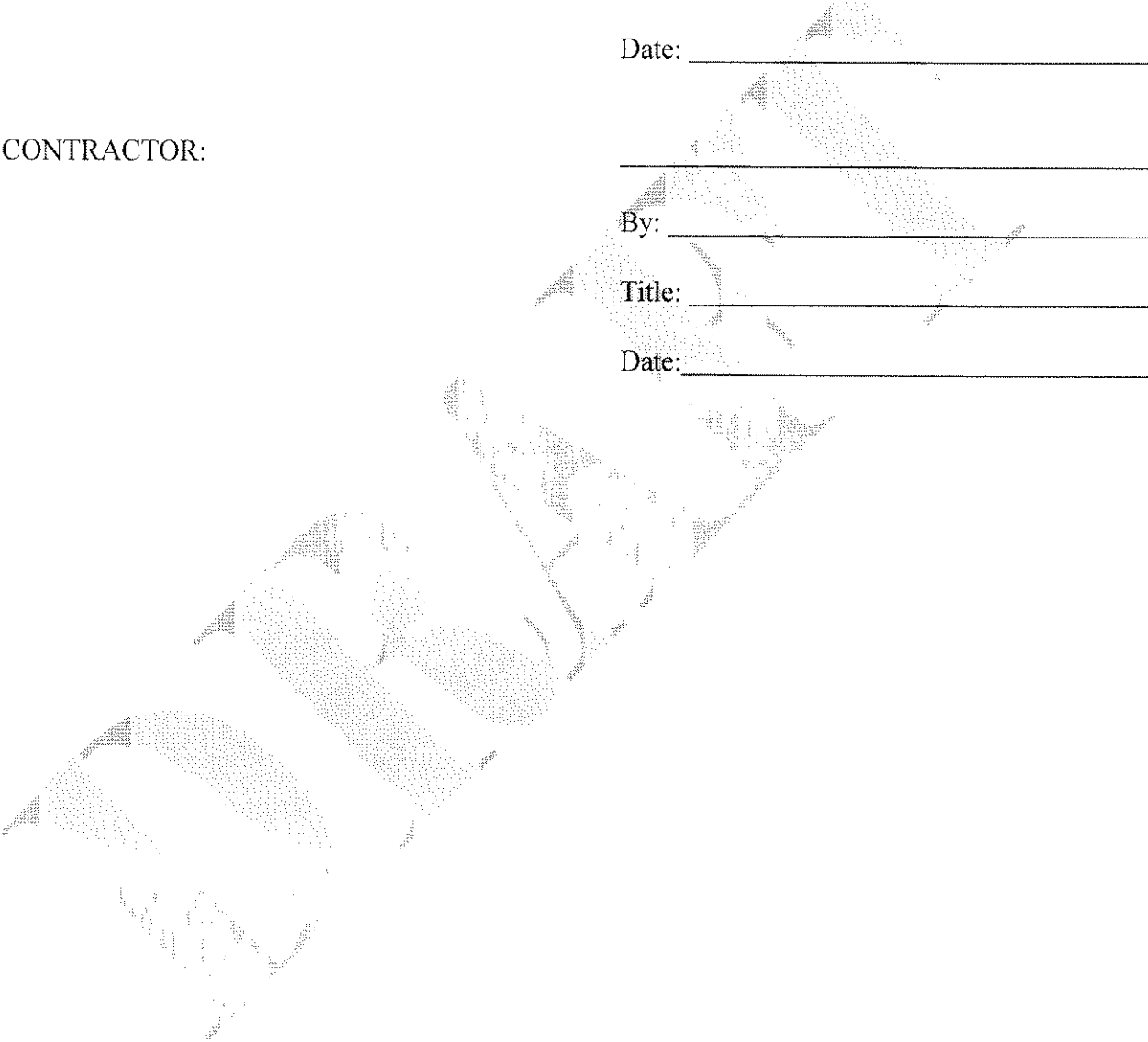
Date: \_\_\_\_\_

CONTRACTOR:

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

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

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



# CHRISTENSEN & SPATH LLP REQUEST FOR PROPOSAL



CS  
IIP

550 West C Street . Suite 1660  
San Diego . California 92101  
t : 6 1 9 . 2 3 6 . 9 3 4 3  
f : 6 1 9 . 2 3 6 . 8 3 0 7  
www.candslaw.net



# CHRISTENSEN & SPATH LLP

Attorneys at Law  
550 West C Street, Suite 1660  
San Diego, California 92101

March 23, 2009

## Executive Summary of Response to Request for Qualifications for Legal Services

Christensen & Spath LLP, a State of California Certified Small Business, and Mr. Larry Huerta of Huerta & Associates, an MBE, are pleased to present this executive summary.

- Christensen & Spath LLP is experienced and seeks to continue as General Counsel with Mr. Christensen continuing as lead counsel

- Christensen & Spath, LLP has collected in excess of \$6.9 Million for the Commission, the City and the Housing Authority. That amount increases to over \$11.1 Million if the \$4.25 Million the Churchill Hotel is required to pay if it fails to provide 57 SROs, is included. The foregoing amount includes:

Weyerhaeuser litigation-\$2.55 Million

Lucera Litigation-\$1.75 Million

Maryland Hotel Settlement-\$300,000

Other settlements and reimbursements over -\$417,000

University Canyon Litigation- over\$1.2 Million

Industrial Indemnity and Calle Primera Litigation over \$700,000

- Christensen & Spath is a State Certified Small Business, its subcontractor is a certified MBE - The team is diverse

- Christensen & Spath LLP will charge \$150.00 per hour for partners (with up to 35 years of experience), \$145.00 per hour for senior associates, \$140.00 per hour for associates, \$115.00 per hour for paralegals and \$100 per hour for law clerks. The hourly rate for partners is less than half of the market rate. RATES FOR ATTORNEYS ARE LESS THAN YOU ARE CURRENTLY PAYING. Frozen for three years, then subject to cost of living increases only.

- The team provides up to six (6) lawyers available to perform all services required by the Commission in a timely manner. The team is experienced in HUD matters and was provided legal services for the federal disposition and drafted the reversion provision with HUD attorneys.

- Christensen & Spath LLP and Huerta & Associates are each rated AV by Martindale Hubbell-The Team is qualified

- Selection of this team will save the Commission money and time to re-train a new law firm on matters learned by C & S LLP over the last 18 years

Charles B. Christensen  
Walter F. Spath III  
Heather M. Ferbert  
Robert R. Deering  
Kristen M. Growcock



Christensen & Spath LLP  
550 West C Street, Suite 1660  
San Diego, California 92101  
t: 619.236.9343  
f: 619.236.8307

March 23, 2009

San Diego Housing Commission  
Attn: Lori Briere  
1122 Broadway, Suite 300  
San Diego, CA 92101

**RE: Response to Request for Proposals for Legal Services**

Dear Ms. Briere:

**INTRODUCTION**  
**(Issue 1 of Request for Proposal)**

Christensen & Spath LLP, a State of California Certified Small Business, in conjunction with its subcontractor Mr. Larry Huerta of Huerta & Associates, an MBE, are pleased to present this response to your recent request for proposals for legal services. Christensen & Spath LLP is interested in contracting with the Commission for the term of the Request for Proposals for all of the services requested. Charles B. Christensen will continue to coordinate all services for the Commission and will attend all Commission meetings. This response represents a detailed summary of the response to the Request For Proposals. Further detail and back up for this response to Request for Proposals is referenced in the attachments to this Response as hereinafter delineated.

Christensen & Spath LLP is rated AV by Martindale Hubbell and is listed as a Preeminent Law Firm in the United States by the same publication. Mr. Christensen has been named a Super Lawyer for the last three years (2007, 2008 and 2009) in San Diego in the public arena. In 2005, Mr. Christensen was named one of the top ten lawyers in the public law arena in San Diego County by the San Diego Daily Transcript. Mr. Spath has extensive experience advising municipalities and government agencies on all matters affecting them.

**DESCRIPTION OF FIRM'S UNDERSTANDING OF SCOPE OF SERVICES**  
**(Issue 2 of the Request for Proposal)**

As more fully detailed in the attached Exhibit "A", Christensen & Spath LLP and Mr. Larry Huerta have rendered ALL of the services within the Scope of Services portion of the RFP to the Commission. Charles B. Christensen has rendered all of the services to the Commission for the last 18 years. The selection of this team to continue as General Counsel will avoid the necessity of training a "new lawyer" and will save the Commission valuable time and equally important, substantial amounts of money. Christensen & Spath LLP has extensive experience and knowledge in dealing with the U.S. Department of Housing and Urban Development in the following federal programs: Section 8 program, CDBG, the HOME Program, SHP, HOPWA, NSP as well as many others. Further, Christensen & Spath LLP was able to obtain foreclosure rights for the Commission through negotiations with HUD on the FHA funded Town and Country project. This was the first time HUD had granted such foreclosure rights to junior lenders under FHA financing. Our knowledge of HUD and its inner working is unparalleled in the San Diego legal community. We also negotiated and drafted, with HUD the right of reverter clauses for the conversion of 1366 units from public housing. We also were involved in drafting of the Declaration of Trust for the 36 units at University Canyon and the rescission of the Declaration(s) of Trust for the 1366 units.

As is further discussed in Exhibits "A" and "C", Christensen & Spath LLP and Mr. Christensen have provided and desire to continue to provide the complete scope of services required by the Commission, as more fully described in Exhibit "C", as it has during the last eighteen (18) years:

• **General Services.**

1. Reviewed documentation for the Commission, including leases, CDBG contracts, contractor's agreements, MOU's, employment agreements, independent contractor agreements, etc.;
2. Prepared and reviewed resolutions;
3. Rendered numerous opinions concerning potential conflicts of interest for staff and Board members, analyzing the Fair Political Practices Act, Government Code Section 1090, the Ethics Ordinance and the federal conflict of interest provisions;
4. Answered and opined upon Brown Act questions posed by the Chief Executive Officer, the Chief Operating Officer, Board Members and Commission staff;
5. Reviewed Board minutes for the Commission;
6. Attended all Commission meetings for the past thirteen (18) years, in excess of three hundred (300) meetings;

7. Prepared Closed Session agenda and reports for all closed session meetings during the last eighteen (18) years; and
8. Rendered legal opinions concerning matters heard by the Board, as and when requested.

• **Planning, Development and Initial Occupancy of Low Income Housing.**

1. Involved in all aspects of establishing the NCFUA Affordable For Sale and Rental Programs, involving extensive negotiations with Fannie Mae and developers and coordination with Commission Staff and the City Planning Department and the City Attorney's Office;
2. Involved in all legal aspects of the Plaza Arizona Project, a condominium for sale project developed by the Commission, including planning, development and initial occupancy of this for sale project;
3. Involved in all aspects of the Logan Project, a tax credit project, owned by Housing Development Partners for which the Commission has a secured HOME Program loan;
4. Advised Board and Commission staff concerning contracts with contractors and surveyors, including the drafting and approval of such contracts;
5. Advised and guided staff through the street vacation, subdivision mapping and successful sale of the Fay Avenue Project, which generated over Two Million Dollars (\$2,000,000) for the Commission;
6. Represented the Commission in more than seventy (70) lawsuits in the Superior Court, Court of Appeals, the Federal District Court, and the California Supreme Court during the last eighteen (18) years;
7. Represented the Commission in ninety-six (96) Section 8 recoupment cases filed in Municipal and Superior Court, all except three (3) of which were settled or resolved without trial, netting the Commission over \$425,000 in monies and agreements to pay or offset rents;
8. Successfully represented the Commission in the following cases, among many others not listed. Christensen and Christensen & Spath LLP has been responsible for collecting over \$6.9 million dollars in litigation on behalf of the Commission, not including the \$4.25 million obtained in the Churchill Hotel litigation, by settlement. Which if include increase the total to over \$11.1 Million Dollars:

- A. Prosecuted the case of *San Diego Housing Commission v. Weyerhauser* and obtained a settlement of \$2.55 million dollars paid to the Commission in December of 2002;
- B. Prosecuted the case of *San Diego Housing Commission and City of San Diego v. Pacifica Lucera, L.P., et al.* to a judgment which provided a payment to the San Diego Housing Commission of the sum of \$1,750,000 in 2003;
- C. Obtained a settlement of \$300,000 from the owners of the Maryland Hotel involving an SRO dispute with the City and the Commission in 2003;
- D. Defended Writs of Mandate for termination of Section 8 tenants in more than ten (10) lawsuits. All ten (10) were resolved to the satisfaction of the Commission;
- E. Construction Defect litigation in the cases of Calle Primera, University Canyon, and others, successfully obtaining in excess of \$4.6 million dollars for the Commission including the case *SDHC v. Industrial Indemnity*; and
- F. Judicial Foreclosures, (including defending and obtaining receivers) for the Commission in more than seven (7) cases, including, defending and obtaining an injunction against foreclosure by senior lien holders in the case of *Beal Bank vs. SDHC and Palm Vista* and acquired title to Palm Vista for the Commission. This property was later sold by the Commission to a nonprofit to perpetuate low income housing. We are currently representing the Commission in the case of *SDHC and Housing Authority of the City of San Diego vs. Mahboodi* in the San Diego Superior Court.
- G. Represented the Commission and Housing Authority in condemnation matters (including five (5) cases filed in the San Diego Superior Court with the San Diego City School District);
- H. Successfully represented the Commission in commercial litigation including the cases of *SDHC v. Industrial Indemnity*, *Premier Roofing v. SDHC* and *Har Construction Co. v. SDHC*;
- I. Represented the Commission in employment-related arbitrations and litigation and advised and the Commission concerning appeals with insurance issues involving the same in the case of *Helton v.*

*SDHC* (an employment-related case), where coverage for a substantial portion of the judgment was obtained through the Commission's insurance carrier, although the same had originally denied all coverage. Most recently our firm successfully defended the San Diego Housing Commission in the case of *Ritchie vs. San Diego Housing Commission*, an employment case, where ADA, wrongful termination and discrimination claims were alleged. The plaintiff demanded \$425K in damages and the case settled for the sum of \$5650.00;

- J. Defended the Commission and former employees in 42 USC Section 1983 cases, including *Crow v. Brewer*, and obtained a judgment of dismissal of the case in Federal District Court. Our firm recently defended the Commission in the case of *Vahidallah vs. SDHC* in federal district court. This case was dismissed based upon the SDHC's 12(b)(6) motion which we filed. Our firm also handled the appeal to the Ninth District Court of Appeal, where the Court dismissed the appeal. We have also represented the Commission in the cases of *Lihosit vs. SDHC* and *Littlejohn vs. SDHC* in federal court. Both alleged discrimination. Both were dismissed without the payment of any money by the Commission;
- K. Successfully defended the Commission in Density Bonus cases, including *Shapiro v. City of San Diego*. Successfully represented the Commission in the case of *SDHC v. Wintergreen, et al.*, involving density bonuses to judgment in favor of the Commission; and,
- M. Successfully obtained dismissal of, and the payment of fees to the Commission, in the defense of an inappropriately filed public records act case entitled *Shapiro v. SDHC* (first case). Represented the Commission in a second case entitled *Shapiro v. SDHC* to the California Supreme Court.
- N. Defended the Commission in the case of *Foster v. 630 F Street, involving the SRO ordinance*, resulting in the dismissal of the case for the Commission and the City through the Court of Appeal.
- O. Defended, and prosecuted a cross-complaint in, the case of *J&J Properties A, LLC v. SDHC*. This was an SRO case, where our office was able to preserve 57 SROs, failure to do so will requirement the payment to the SDHC of \$4,250,000. The settlement on the eve of trial was approved by the City Council and the SDHC Board.

- P. Mr. Spath, who has an LLM in taxation, has been involved in litigating payroll tax matters in the Tax Court. He and Mr. Christensen are available to deal with such issues should they present themselves. Mr. Spath was successful in waiving the 100% penalty for the Commission when a former contractor to the Commission, FTS, allowed such a penalty to be assessed.
9. Routinely provided services in connection with drafting and revisions of MOU's between the Commission and local agencies and nonprofits, including the City of San Diego, the Redevelopment Agency of the City of San Diego and others;
  10. Assisted in the submission of grant packages to the federal and state government bodies, including but not limited to Cal Works, the Federal Welfare to Work Pilot Program for the Commission and drafting Welfare to Work agreements and leases;
  11. Provided legal services in connection with acquisition of real property, including Plaza Arizona, Skyline & Woodman and others from the FDIC. Also was involved in all legal aspects of the acquisition of the Newton Street facility and the Maya Apartments, a mixed income project now owned by the Commission. Also, were involved in negotiating and drafting the documentation for the acquisition of the new San Diego Housing Commission Office Building located at 12<sup>th</sup> and C Street, San Diego for \$24 million dollars. Mr. Huerta aided in the drafting of the Office Building Purchase and Sale Agreement. Christensen & Spath also drafted all of the leases for retail space at the new office building and drafted and revised the agreement for the retention of CB Richard Ellis as the broker for the Commission;
  12. Provided legal services to the Commission for numerous bid packages and invitations to bid, including the review and approval of contract specifications, construction contracts, etc.; and
  13. Provided legal services in connection with drafting of leases, escrow instructions and options to purchase real estate in many transactions, including the Casa Colina acquisition, where the Commission recently became the fee owner of real property subsequently ground leased to Housing Development Partners, in a complex project involving tax credits, bond financing with HUD financing involved, and drafted the HOME lease provisions in compliance with applicable federal law.

• **Legal Services in Connection with Management of Low Income Housing.**

1. Provided extensive legal advice on Section 8 Program to Staff;

2. Provided advice on the management of many other publicly owned projects, including Calle Primera, Santa Margarita, University Canyon, Maya Apartments, Belden and others; and
3. Negotiated and drafted property management agreements for projects, including the Maya Apartments, Palm Vista and others.

• **Legal Services for Litigation.**

1. The scope of the litigation services rendered by Christensen & Spath LLP is described in detail above (See Paragraph 8A through P above);
2. All litigation with the Commission for the last eighteen (18) years, except for the case of *Reems v. SDHC*, has been handled by Mr. Christensen, and during its existence, Christensen & Spath LLP and its subcontractors.

• **To Perform all Legal Services Related to Affordable Housing Restrictions And Compliance**

1. Christensen & Spath LLP's experience in negotiation and documentation of affordable restrictions, the drafting of affordability restrictions and liens, enforcement of housing agreements, negotiation of compliance settlements, general consultation concerning all of the above and general consultation concerning program changes is described in detail in Attachment "C".
2. In short, Christensen & Spath LLP along with the Commission's staff, has created each of the templates currently being used by the Commission. We have negotiated with borrowers. We have consulted with staff and changed the documentation as experience dictated. We have sued to enforce the restrictions and have won, where voluntary compliance was not achieved by negotiation. We have all of the experience necessary to continue to advise the Commission on Affordable Housing Restrictions and Compliance. There is no firm that has our experience in this area of law and practice. Mr. Spath has unique expertise in the drafting of documentation in this area. He has recently drafted new templates for the 3% Deferred Program, at the request of Ms. Vicki Monce in Loan Management.

• **Legal Services for Real Estate Loans, Purchase Agreements and Real Estate Leases.**

1. All loan agreements, acquisition agreements and purchase and sale agreements for the Commission have been drafted and/or approved by



Charles B. Christensen and/or Christensen & Spath LLP. This is estimated to be in excess of forty (40) major loan agreements within the last five (5) years. Literally hundreds of loan document packages have been prepared and funded under the supervision of Christensen & Spath LLP and/or Mr. Christensen since 1991; and

2. The services rendered by Mr. Christensen and/or Christensen & Spath LLP include drafting of proforma documents for the First Time Homebuyer program, the SEDC First Time Program, Rehabilitation Loans, Loan workout agreements, purchase and sale agreements (including Boston Avenue), general consultation concerning the foregoing, drafting NCFUA conditions of approval, drafting of Coastal Affordable Agreements, drafting amendments to Density Bonus Agreements and much more.

• **Legal Services for Personnel and Labor Relations.**

1. All personnel advisory and related employment advice to Human Resources Management has been provided by Mr. Christensen and this firm(s) for the last eighteen (18) years. We are familiar with the issues that confront the Commission and have advised the staff concerning these. Many conflict opinions have been reviewed for the Commission. Hundreds of legal opinions have been issued by this firm to the Commission within the last eighteen (18) years to aid the Commission in complying with applicable laws and regulations; and
2. General Counsel has advised the Commission staff in prior Union negotiations and is available to do so again, if necessary. Mr. Charles B. Christensen has had experience in this area and is available to consult as and when requested.

In short, all of the services requested by the Commission have been provided to the Commission during the last eighteen (18) year period. We are available and want to continue to do so.

**SPECIFIC EXPERIENCE, QUALIFICATIONS  
AND ABILITY OF TEAM TO PERFORM WORK**  
(Issues 3, 4 and 5 of Request for Proposal)

**Qualifications and experience of the Firm and Its Subcontractors - Christensen & Spath LLP and Charles B. Christensen** have represented the Commission as its General Counsel for the last eighteen (18) years. The Commission is Christensen & Spath LLP's largest client. All services requested by the Commission of the firm and its subcontractors are a priority to the team and these requests take precedence over all other matters. The firm of Christensen & Spath LLP and Charles B. Christensen and, are each rated AV by Martindale Hubbell. This is the top legal and

ethical rating available to attorneys in the Martindale Hubbell publications. Further, the firm of Christensen & Spath LLP is listed in Martindale Hubbell's Bar Register of Preeminent Law Firms in the United States. Mr. Christensen and more recently, Christensen & Spath, have performed all of the scope of services requested by the Commission in the RFP for the last eighteen (18) years. The resume of the firm and each of the two (2) lawyers that are partners in the firm are attached as Exhibit "A" attached hereto. The firm is insured for errors and omissions, to the extent of \$2,000,000 per year, in excess of the Commission's published requirements.

**Mr. Huerta of Huerta & Associates**, is a subcontractor to Christensen & Spath LLP and a certified MBE firm with extensive legal experience. Mr. Huerta is rated AV by Martindale Hubbell. Mr. Huerta has successfully represented the Commission in complex foreclosure actions in the past. In addition, he assisted in connection with Article XXXIV determinations and the drafting of the Purchase and Sale Agreement for the Commission Office Building. Christensen & Spath LLP has selected this subcontractor as part of its legal team to represent the interests of the Commission. We are proud of our diversity.

**Huerta & Associates** has previously been a certified MBE firm and its U.S. SBA and MBE Clearing House certifications are attached. Mr. Larry Huerta graduated from the University of Michigan Law School. He has represented Sears and Roebuck Company, San Diego Gas & Electric Company, the U.S. Postal Service, Wells Fargo Bank and others. Mr. Huerta has successfully obtained judgments in favor of the Commission, and collected the same on behalf of the Commission. He represented the Commission on a matter involving a dispute between SOFA and the Commission. In addition, Mr. Huerta has assisted this office in drafting the purchase and sale agreement for the Commission office building, Article XXXIV legal opinion and complex foreclosure actions, protecting the interests of the Commission. Huerta & Associates' resume is included in Attachment "B".

**Available Lawyers, Staff and Equipment.** Between the firm of Christensen & Spath LLP and its subcontractor, there are up to six (6) lawyers that are available to provide services to the Commission at any one time. Each are specialized in areas of the Commission's needs and interests, and are available to serve the Commission. In addition, state of the art computer systems have been installed by Christensen & Spath LLP to better serve the interests and needs of the Commission. Paralegals and law clerks are also available, if needed, to service the needs of the Commission. Access will be provided to Mr. Charles B. Christensen twenty four (24) hours per day through the use of voicemail, e-mail and fax machines and other methods. All request(s) for service or communication will be answered on the same day, normally within minutes of the request.

Under the supervision of Charles B. Christensen, meetings will be had regularly between Christensen & Spath LLP and it's subcontractor to discuss the status of

matters. These meetings will be held to better coordinate and schedule the services being rendered to the Commission.

The team that we have assembled has and will continue to provide the Commission with exemplary and timely service for the duration of the contract, at rates that are more than competitive. The experience of Christensen & Spath LLP and its subcontractor in the housing and related issues that confront the Commission exceed those of any other attorneys available in the State of California. The knowledge and experience obtained by Mr. Christensen and Christensen & Spath LLP and its subcontractors over the last eighteen (18) years of serving the Commission in the areas of the Housing Law and Public Entity law, allow it to render services in less time, without experiencing a learning curve, providing a substantial benefit to the Commission in both time spent and money paid for such services.

### REFERENCES

#### (Issue 6 of the Request for Proposal)

1. Mr. Rick Gentry  
Chief Executive Officer  
San Diego Housing Commission  
1122 Broadway, Suite 300  
San Diego, CA 92101  
Tel. (619) 578-7531
2. Carrol Vaughan  
Chief Operations Officer  
San Diego Housing Commission  
1122 Broadway, Suite 300  
San Diego, CA 92101
3. Charlie Schaffer  
Redevelopment Agency of the City of San Marcos  
1 Civic Center Drive  
San Marcos, CA 92069  
Tel. (760) 744-1050
4. George Eiser  
City Attorney  
City of National City  
1243 National City Boulevard  
National City, CA 91950  
Tel. (619) 336-4220
5. Julie Wylie, General Counsel  
SANDAG

401 B Street, Suite 800  
San Diego, CA 92101  
Tel.(619) 699-6966

**LICENSES**  
**(Issue 7 to the Request for Proposal)**

All six (6) lawyers within the law firms that make up the team are licensed to practice law in all courts within the State of California. Mr. Christensen is licensed to practice in all courts within the state of California, the United States Claims Court, the U.S. Ninth Circuit Court of Appeal, the Southern, Central and Northern U.S. District Court of California, the United States Supreme Court. All of the other lawyers are licensed to practice in all courts in the State of California. Mr. Spath is licensed to practice in the Tax Court and has an LLM in Taxation.

**COST**  
**(Issue 8 of the Request for Proposal)**

Christensen & Spath LLP provided legal services at the rate of \$150.00 per hour for attorneys for the last year. If accepted, the rates will actually decrease for the next three (3) years because the rates will be frozen and a new lower rate will be utilized for senior associates and associates. At the same time Mr. Christensen with 35 years of experience and Mr. Spath with 13 years of experience and Mr. Huerta with 25 years of experience will all bill at the rate of \$150.00 per hour. Associates with less than two years of experience, but subject to the direct supervision of the more seasoned attorneys will be at the rate of \$140.00 per hour. The more senior associates will bill at the rate of \$145.00 per hour.

For this Contract term, if selected, as referenced in Exhibit "L" hereto, Christensen & Spath LLP, and each of its subcontractors, is committed to the following fee schedule:

Partners	\$150.00/hour
Senior Associate (2yrs +)	\$145.00
Associate (less than 2 years)	\$140.00
Paralegals	\$115.00/hour
Law Clerks	\$100.00/hour
Mileage	\$ 0.55/per mile (local travel excluded)
Copies	\$ 0.10/page
Faxes	\$ 0.25/page
Postage	Billed at actual cost
Reasonable Travel Expense	Will be billed at rates approved by the Commission

The quoted rates are well below the firm's standard rates of \$350.00 per hour, charged by Mr. Christensen to private clients. Further, by selecting Christensen & Spath LLP, rather than experiencing a learning curve for a new attorney, additional savings will be provided to the Commission. We believe that the cost of changing attorneys, including the learning curve, would cause the Commission's cost of legal services to rise by at least several hundred thousand dollars over the next year period. There is no substitute for experience. Christensen & Spath LLP has that experience.

The proposal being made by Christensen & Spath LLP will provide the Commission with unparalleled expertise and proven, experienced, reliable and timely legal services at the most affordable legal rates available. The quotation of these reduced rates is a signal of the continuing commitment of the firm of Christensen & Spath LLP, and our subcontractor, to the mission of the Commission.

Further, Charles B. Christensen and other representatives of the firm will be available at all times to serve the needs of the Commission.

Christensen & Spath LLP has updated its library with Internet legal research capabilities, in addition to acquiring a comprehensive print law library. In short, Christensen & Spath LLP has moved into the 21<sup>st</sup> Century and is prepared to give the Commission exceptional timely and cost effective legal services into the 21<sup>st</sup> century.

**DESCRIPTION OF LABOR DISPUTES OR RELATED PERSONAL ISSUES**  
**(Issue 9 of Request for Proposal)**

Neither Christensen & Spath LLP, nor any of its subcontractors, have or had any labor disputes or related personnel issues within their firms during the last five (5) year period.

**DESCRIPTION OF LAWSUITS BROUGHT AGAINST THE FIRM OR PRINCIPALS**  
**(Issue 10 of the Request for Proposal)**

Within the last five (5) years, no lawsuits were brought against Christensen & Spath LLP, or any of its partners, or against its predecessor firm.

**CHRISTENSEN & SPATH LLP NOT DISBARRED**  
**(Issue 11 of the Request for Proposal)**

The undersigned hereby certifies that neither the firm of Christensen & Spath LLP, nor any of the attorneys working for the firm, have been debarred, disbarred or suspended or otherwise prohibited from professional practice by federal, state or local government entities.

**EXHIBITS**

Attached to this letter of submittal are the following documents which are specifically incorporated by reference and supplement this proposal:

- Exhibit "A"- Resume of Christensen & Spath LLP and associates, including Martindale Hubbell Bar Register of Preeminent Lawyers 2009 Edition, and the Martindale Hubbell Listing for Christensen & Spath LLP, Charles B. Christensen and Walter F. Spath.
- Exhibit "B"- Resume of Huerta & Associates
- Exhibit "C"- Scope of Services
- Exhibit "D"- Completed Cover Page (Attachment 1)
- Exhibit "E"- Bid Proposal (Attachment 2)
- Exhibit "F"- Statement of Bidders Qualifications (Attachment 3)
- Exhibit "G"- Certificate as to Corporate Principals (Attachment 4)
- Exhibit "H"- Non Collusive Affidavit (Attachment 5)
- Exhibit "I"- Certificates of Compliance/Workforce Analysis (Attachment 6)
- Exhibit "J"- Work Force Report of San Diego County-(Attachment 7)
- Exhibit "K"- Fee Schedule Attachment-(Attachment 8)
- Exhibit "L"- Service Provider and Consultant's Statements for Public Disclosure for Christensen & Spath and Huerta & Associates
- Exhibit "M"- MBE and Small Business Certificates

**CONCLUSION**

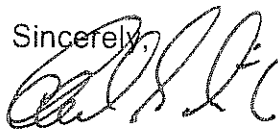
On behalf of Christensen & Spath LLP and its subcontractors, we request the privilege and opportunity to continue to serve the Housing Commission as General Counsel for the next contract term, and option periods, as we have for the past eighteen (18) years. We can and will provide the Commission with effective experienced legal representation at extremely reasonable rates for the duration of the contract.

Our proposal should be selected for the following reasons:

1. The team provides up to six (6) lawyers available to perform all services required by the Commission in a timely manner, including attorneys Charles B. Christensen, Walter F. Spath, Larry Huerta, Heather Ferbert, Robert Deering and Ms. Kristen Growcock. Christensen & Spath LLP and Huerta & Associates are each rated AV by Martindale Hubbell.
2. The assembled team has the unparalleled experience and knowledge to perform all the required services and has done so for the last eighteen (18) years, and consists of a certified Small Business and an MBE firm.
3. No learning curve or transition will be required to train a new lawyer, saving the Commission countless hours and dollars.
4. The price of \$150.00 per hour for partners and \$140.00 and \$145.00 per hour for associates is less than one half of the market rate. The difference between this below market rate and the market rate is our contribution to affordable housing and the mission of the Commission.
5. State of the art computers and software purchased by Christensen & Spath LLP last year will enhance services to the Commission.
6. The Commission contact, Charles B. Christensen, is and will continue to be available to the Commission twenty four (24) hours a day, including on weekends. The Commission's work is a priority to Christensen & Spath LLP.
7. On each bill, Christensen & Spath has provided a discount to the Commission for timely payment, in addition to the low rates quoted. This practice will continue.
8. The Commission is the largest and most valued client of Christensen & Spath LLP. It will continue to receive priority service on all of its requests for legal services. This service cannot be matched by any other firm, regardless of size.

We would be honored to be selected to continue to represent the San Diego Housing Commission. We are available to further negotiate the contract, if necessary. The Commission's mission is our mission.

Sincerely,



Charles B. Christensen

## EXHIBIT "A"

### RESUME OF THE LAW FIRM OF CHRISTENSEN & SPATH LLP AND ITS LAWYERS AND STAFF

Christensen & Spath LLP consists of five (5) lawyers and two (2) members of support staff, including an office manager and a bookkeeper. Our new state of the art offices are located at 550 West C Street, Suite 1660, San Diego, California 92101, just blocks or a trolley ride from the Commission's new offices located at 1122 Broadway, San Diego, California. The firm has three (3) conference rooms that are available for meetings between the Commission and people dealing with the Commission. The firm has full access to Lexis-Nexis for legal research and unlike many law firms does not charge the Commission for this access. The firm's offices are located within blocks of the law library and right next to the federal and state courts. Parking validation is provided, free of charge to the Commission, for employees who desire to meet with their lawyers at our offices. All billing is computerized for accuracy and each lawyer is directed to input time as it is expended on the computer system. In addition, the firm has space to allow it to further expand should there be a need to add additional lawyers and/or paralegals in the future. All of the legal records, that are not in the possession of the Commission, are stored by Christensen & Spath LLP, either onsite or at Mayflower. Files may be retrieved on a same day basis from either location.

The partners are Charles B. Christensen, Sr., and Walter F. Spath III. The firm is AV rated (see listing attached). The firm has handled a wide range of matters, including the representation of numerous public entities, including the San Diego Housing Commission, Housing Authority of the City of San Diego, City of San Diego, City of National City and others. The firm also handles all types of civil litigation, including public entity defense, construction defect, title insurance, general liability and professional malpractice defense for architects, engineers, real estate brokers, general contractors, roofing subcontractors, soils engineers and others. The firm also handles appellate work in state and federal court.

The firm currently represents a number of other public entities, including redevelopment agencies (CDC of National City and the Redevelopment Agency of the City of San Marcos) and the San Diego Association of Governments, in matters involving housing law, construction, easements, land use, density bonus matters, preparation of disposition and development agreements, exclusive negotiating agreements, owner participation agreements, community land trust documentation, first time home buyer programs, drafting of detailed loan documentation, including loan agreements, deeds of trust, security agreements, unsecured environmental indemnity agreements, regulatory agreements, declarations of covenants, conditions and restrictions, including projects involved in tax credits, involving non-profit corporations and contractor's claims and civil litigation.

The firm maintains \$2,000,000 in professional liability coverage. It has recently upgraded its state of the art computers and has updated its software and its website, CANDSLAW.NET. Mr. Christensen and his partner, Walter Spath, will be constantly available to the Commission through the use of e-mail, faxes, telephone, and personal appearances at the Commission at the request of the Commission, at any time. The firm's office is only blocks away from the Commission's new offices. The Commission's business is the firm's top priority, as it has been for the past 18 years.



The firm will have no conflicts concerning matters coming before the Board involving nonprofit entities seeking grants or loans, as may be the case with other law firms practicing in the housing community. Moreover, the firm has passed up opportunities to bid on other work with public agencies within the City of San Diego to avoid, even the appearance of impropriety, so that it could best represent the interests of the San Diego Housing Commission.

**Charles B. Christensen:** Mr. Christensen has been in practice as a lawyer in the State of California for over thirty-five (35) years. Mr. Christensen is rated "AV" by Martindale-Hubbell. This is the highest legal and ethical rating that a lawyer may receive from Martindale-Hubbell. His firm, of which he is a 70% owner, is also rated "AV". The firm is also listed in the prestigious Martindale-Hubbell National Bar Register of Preeminent Law Firms in the United States. He and his firm are listed as preeminent in the areas of Municipal Law, Civil Trial Practice and General Practice. Mr. Christensen has been named one of the top ten public agency lawyers by the San Diego Daily Transcript in 2005. He has been named a Super Lawyer in the municipal law arena for the last three (3) years (2007, 2008 and 2009). Mr. Christensen graduated from Claremont Men's College, now Claremont McKenna College, with a B.A. in 1970. In 1973 he received his Juris Doctor from the University of San Diego School of Law. Mr. Christensen is admitted to the bars of the State of California, the Southern, Northern and Central District Federal District Courts of California, the Court of Claims, the Ninth Circuit Court of Appeals and the United States Supreme Court. For the last 18 years a major portion of Mr. Christensen's practice has been representing the San Diego Housing Commission in connection with all legal matters. He also has represented redevelopment agencies concerning redevelopment and housing law. He has represented cities, including the City of San Diego and the City of National City in complex civil litigation matters. Mr. Christensen has tried numerous bench trials and jury trials to judgment and verdict. He has represented clients, both public and private in the Courts of Appeal, including appeals in the California Court of Appeal, the Ninth Circuit Court of Appeal, the State Supreme Court and the United States Supreme Court. Mr. Christensen has tried complex cases involving construction defect and insurance coverage to verdict, on more than one occasion. He has been the lead counsel in successful jury trials lasting more than seven (7) weeks for the San Diego Housing Commission. He has defended contractors, subcontractors and design professionals in construction defect litigation and has prosecuted construction defect cases on behalf of clients, including the San Diego Housing Commission. **Mr. Christensen has been chief trial counsel in civil litigation on behalf of the Commission, the Housing Authority and the City where these entities have collected in excess \$6,900,000.00 plus additional funds without litigation, including the recent settlement of a dispute with FTS for over \$100,000.00. If you add the settlement of the Churchill Hotel suit, the total amount of the settlements exceeds \$11.1 Million Dollars.** He has been an arbitrator with the American Arbitration Association. He was vice president and general counsel for a civil engineering company before embarking upon his representation of the San Diego Housing Commission in 1991. He currently represents the San Diego Housing Commission, the CDC of National City, the Redevelopment Agency of the City of San Marcos, Housing Authority of the City of San Diego and SANDAG in various matters, including transactional work and litigation matters. Mr. Christensen has litigated inverse condemnation matters involving private clients to the United States Supreme Court. The result of that litigation achieved rezoning of property in the City of Temecula, to the great monetary benefit of his private client. Mr. Christensen is a recognized expert in Public Record and Brown Act Law, lecturing for the Lorman Group in their Public Record Act and Brown Act seminars. Mr. Christensen was the moderator and lecturer in the first California Affordable Housing Seminar presented by the Lorman Group in San Diego California in 2003. Because of its success, Mr. Christensen was been asked to act as moderator for that seminar again in November 2004. The

seminar has been given by Mr. Christensen several additional times, most recently in July of 2008. Mr. Christensen has represented the San Diego Housing Commission for the last 18 years in each area listed within the RFP, including but not limited to:

- Attending virtually all San Diego Housing Commission Board meetings during the 18 year period and dealing with Brown Act issues. There have been no Brown Act violations or allegations of violations during this time;
- Rendering complex conflict of interest opinions concerning Fair Political Practice Act matters, Government Code Section 1090 issues, federal conflict of interest provisions and the City's Ethics Ordinance;
- Drafting loan agreements, deeds of trust, regulatory agreements and other loan documentation for hundreds of projects in which the Commission was involved;
- Drafting the employment agreement for the Chief Executive Officer of the San Diego Housing Commission in collaboration with the City Attorney's office;
- Drafting and participating on the negotiating team for the \$24 Million Commission office building that was constructed on time and on budget at 12<sup>th</sup> and C Streets, in San Diego, California, including the review of environmental issues. The escrow closed with no increase in price as a result of the language included by Mr. Christensen in the purchase and sale agreement;
- Representing the Commission as lead counsel for the last 18 years in all types of civil litigation, arbitrations and mediations, including those involving hundreds of Section 8 collections cases, construction defect litigation, writ proceedings, appellate matters before the Fourth District Court of Appeals and the Ninth Circuit Court of Appeal. These cases include successful public record act litigation, SRO litigation, judicial foreclosures (including the appointment of receivers), Section 1983 cases, insurance litigation, administrative mandamus actions, bankruptcy matters, defense of personal injury matters, commercial litigation, contractor claims cases, breach of contract disputes, actions to enforce affordability restrictions, actions to collect almost two (2) million dollars for breach of density bonus agreements, declaratory relief actions concerning density bonus agreements, and others;
- Preparing legal opinions on all types of legal matters confronting the Commission, including the interpretation of federal programs, including the HOME Program regulations, the CDBG regulations, HOPWA regulations, and Section 8 matters;
- Negotiating and obtaining an agreement granting the Commission foreclosure rights as a junior lender to HUD financing, involving HOME Program Funds, for the Town and Country Project. This was the only time HUD allowed these foreclosure rights anywhere in the nation;
- Negotiating with and obtaining Fannie Mae approval of the NCFUA for-sale documents, which provide for the Housing Authority Master Affordable Agreement to be in first senior lien priority position for a 55 year period. Thereby allowing compliance with zoning laws and density bonus laws in the NCFUA. Without obtaining this agreement from Fannie Mae (which is the only known instance of Fannie Mae agreeing to do so) the NCFUA affordable housing program would not have been legally permitted;
- Drafting the First Time Home Buyer Program agreements from scratch in 1992;
- Advising all departments of the San Diego Housing Commission for 18 years;
- Drafting RFQ and RFP documentation for construction and non construction related projects;
- Revising the HUD General Conditions for construction related bid documents;
- Revising Conflict of Interest Codes for the Commission;
- Processing Encroachment Removal permits through Cal Trans;

- Aiding in the review of the Condominium Conversion Ordinance and the Inclusionary Ordinance on behalf of the Commission;
- Providing counsel to the Commission concerning the formation of the San Diego Model School Development Agency, including the adoption of Government Code Section 6531, which was drafted by Mr. Christensen;
- Drafting the JPA for the San Diego Model School Development Agency;
- Aiding in labor negotiations and arbitrations with the SEIU Employee's Union with Ms. Carrol Vaughan and Mr. Terry Whitesides;
- Advising the Commission concerning personnel issues;
- Representing the Commission in employment related litigation;
- Preparing closed session memoranda and attend closed sessions with the Commission;
- Original drafting of the boilerplate for the NCFUA affordability documents;
- Assisting with bond financing for the Housing Authority of the City of San Diego;
- Assisting in complicated tax credit transactions involving Commission funding to private developers and non profits;
- Reviewing and revising ground leases for the Commission;
- Drafting of legal opinions concerning the Housing Trust Fund requirements;
- Overseeing the sale and drafting of documentation for the sale of the Fay Avenue property;
- Representing the Commission and the Authority in eminent domain actions involving takings by the San Diego Unified School District and the negotiation of a release of funds to be utilized on the University Canyon project where new units are planned to be constructed;
- Representing the Commission the sale of Cardinal Street project and coordination with the Commission on the filing of a parcel map and recordation of grant deed concerning the same;
- Assisting in the leasing and drafting of leases concerning portions of the Newton Office Building and all of the leases for the New Office Building located at 1122 Broadway, San Diego, California;
- Overseeing all legal services rendered by the attorneys and paralegals in the firm of Christensen & Spath LLP and its subcontractors;
- Negotiating and drafting complicated subordination agreements;
- Aiding the Commission in the transition out of public housing and currently assisting the Commission in the acquisition of a minimum of 350 additional units;
- Drafted the Reverter with HUD for the Commission's federal disposition;
- Assisted the Commission in the replacement of 36 public housing units at the University Canyon Project-working with HUD on the issuance of a Declaration of Trust for those units;
- Obtained a release of funds from Bank of America and HUD at the time of the payoff of the bond issuance at University Canyon, in the amount of almost a million dollars;
- Assisted with the application to HUD for the Project Based Section 8 Agreement;
- Drafted a legal opinion to HUD to support the Project Based Section 8 RFP for the Commission;
- Worked with other HUD retained counsel on the federal disposition and processing the same through HUD LA with Marcel Insua, HUD Legal;
- Obtained ALTA policies and reviewed the same for the federal disposition for all 1366 units converted from public housing; and

- All other services requested by the Commission over the last 18 years, they are too numerous to mention.

**Walter F. Spath III:** Mr. Spath is a partner in the law firm of Christensen & Spath, LLP. He received a B.A. in Economics from the University of California, Los Angeles in 1992, a J.D. from the University of San Diego in 1995 and an L.L.M. (Taxation) from the University of San Diego in 1995. Mr. Spath was admitted to the California State Bar in 1995. He is admitted to practice in all State Courts in the State of California, as well as the U.S. District Courts for the Southern and Northern Districts of California and the United States Tax Court. In 2002 Mr. Spath was Chairman of the Tax Section of the San Francisco Barristers Club. Mr. Spath is currently a member of the State Bar of California and the San Diego County Bar Associations. Mr. Spath's areas of practice include Real Estate Law, Housing Law, Redevelopment Law, Municipal Law, Real Estate Transactions, Secured and Unsecured Lending, Contract Law, Transactional Law, Taxation and Civil Litigation. Of particular significance, Mr. Spath has represented and/or assisted the San Diego Housing Commission in numerous matters, including the following: (i) negotiation and drafting of documents for the purchase and sale of the new office building and each of the leases for the space located in the office building, (ii) negotiating and drafting of agreements for numerous NCFUA inclusionary housing projects, (iii) negotiating with developers and Fannie Mae to implement the NCFUA for-sale affordable program, (iv) revision and updating of the first-time homebuyer shared-equity loan program, (v) negotiation and drafting of loan and grant documents, including ground leases, declarations of covenants, conditions and restrictions and deeds of trust, (vi) compliance with Housing Trust Fund and HUD requirements, including HOME and CDBG requirements, (vii) compliance with the Housing Commission procurement policy, (viii) evaluation of various pension options, (ix) negotiation and drafting of density bonus agreements, (x) negotiation and drafting of leasing agreements, (xi) construction defect litigation, and (xii) drafting inclusionary agreements, relocation agreements, density bonus agreements and coastal affordable agreement templates for all work done by the City and the Commission in connection with these type projects. Mr. Spath also represents the Community Development Commission of National City, the Redevelopment Agency of the City of San Marcos, the City of Poway, the City of Chula Vista and various private clients. Prior to becoming a partner in Christensen & Spath, LLP, Mr. Spath was an associate at a large San Francisco law firm representing clients in mergers and acquisitions, secured lending and taxation.

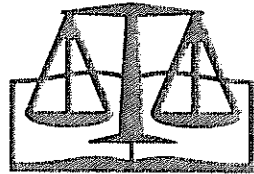
**Heather Ferbert:** Ms. Ferbert is a senior associate with the law firm of Christensen & Spath LLP. She has been employed by the firm since 2007. She graduated Phi Beta Kappa from Cal State, Long Beach in 2002, with Honors in International Studies. She graduated from the University of San Diego School of Law, receiving her J.D. in May of 2006. She was admitted to the California Bar in December of 2006. She is a member of the Northern and Southern Federal District Courts for California. She was a member of the team, lead by Charles Christensen that prosecuted the SRO case entitled San Diego Housing Commission vs. J & J Properties, where the Commission obtained a Stipulation for Entry of Judgment in the amount of \$4.25 Million Dollars and the covenant to protect 57 SRO units and to rehabilitate those units. She has worked for over two years on transactional work for the Commission, including preparation of inclusionary agreements, density bonus agreements, coastal affordable agreements, loan agreements, density bonus termination agreements. Ms. Ferbert has become an expert in the preparation of complex conflict opinions and works closely with Charles Christensen in this regard. Ms. Ferbert was instrumental in drafting the Commission's new environmental policy that was just approved by the Housing Authority. Further, she aided in the

drafting and revision of the Commission's new conflict of interest code. She is a vital member of the Christensen & Spath LLP team in both litigation and transactional matters.

**Robert Deering:** Mr. Deering is an associate with the law firm of Christensen & Spath LLP. He has been employed with Christensen & Spath since passing the bar in 2008. He received his Bachelor's Degree in Business Administration from the University of the Pacific's Eberhardt School of Business in December of 2004. He graduated from the University of San Diego School of Law in May of 2008, receiving his J.D. He is a member of the California State Bar and the Southern District of California Federal District. Since becoming employed with Christensen & Spath LLP, Mr. Deering has been involved in projects for the Commission, under the supervision of the partners including the preparation of complex legal opinions concerning prevailing wages for the Chollas Creek Villas Project. He has also drafted detailed opinions concerning ADA requirements for the Chollas Creek Villas Project and method of compliance, making a very difficult area of the law, understandable. He has also been involved in litigation for the Commission. Under the supervision of Mr. Christensen, he quickly aided in the resolution of the lawsuit entitled Sigsbee vs. San Diego Housing Commission, a mechanic's lien case involving an inclusionary agreement, by obtaining a dismissal of four (4) causes of action, which permitted the title insurance carrier to defend the Commission without cost to the Commission. Mr. Deering drafted letters to the title insurer and his work in this matter was instrumental, along with Ms. Growcock, as referenced below, in obtaining coverage. Mr. Deering is handling the case of Ali vs. SDHC, a mandamus action, under the supervision of Mr. Christensen. He has made an appearance before the Honorable Judge Jeffery Barton in this case. He has researched and drafted an opposition to the administrative mandamus action.

**Kristen M. Growcock:** Ms. Growcock graduated from Trinity University in 2000 with a BS in International Business. She graduated from Thomas Jefferson School of Law in May of 2008. She has been employed with the law firm of Christensen & Spath since passing the bar in 2008. She is a member of the State Bar of California and the Federal District Court for the Southern District of California. Ms. Growcock is also a member of the San Diego County Bar Association and the Lawyer's Club of San Diego. She has made court appearances for the Commission in the case of San Diego Housing Commission vs. Mahboodi, a case filed by the Commission to enforce NCFUA affordability and occupancy restrictions. She is responsible for retention of experts in this case. She also has assisted Mr. Christensen with a complex employee matter involving a post termination hearing before JAMS. She was responsible for coordinating the presentation of the evidence and witnesses, aided in drafting of trial briefs, motions in limine and participated at the time of the hearing. She also aided in the preparation of the closing argument. She also prepared the tenders of defense and indemnity to the title company in the case of Sigsbee vs. SDHC. That tender was ultimately accepted by the title company. Ms. Growcock has had extensive experience in court before she became a lawyer with the District Attorney's office. Her talents bring a fresh perspective to litigation with the firm Christensen & Spath LLP. She has prepared closed session memoranda for the use of the Board at closed sessions. She is knowledgeable concerning the Brown Act and has prepared materials for use in educating the Board on their duties and responsibilities under the Act. She has also done research concerning the public records act for the Commission.

MARTINDALE-  
HUBBELL®



BAR REGISTER  
OF  
PREEMINENT  
LAWYERS™  
2008

VOLUME I

ALABAMA-MICHIGAN

NINETY-SECOND EDITION



---

121 Chanlon Road, New Providence, NJ 07974 • 1-800-526-4902  
Email: [info@martindale.com](mailto:info@martindale.com) • [www.martindale.com](http://www.martindale.com) • [www.lawyers.com](http://www.lawyers.com)

# FOREWORD

I We are pleased to present the 92nd edition of the **Martindale-Hubbell® Bar Register of Preeminent Lawyers™**, the  
B definitive guide to America's leading lawyers and law firms.

5B Only the most distinguished law practices appear in the **Bar Register** — those that have achieved the prestigious  
7B “AV®” rating, the top ranking in the **Martindale-Hubbell® Law Directory**. The “A” signifies the highest level of  
B legal ability, while the “V” denotes “very high” adherence to the “Professional Code of Responsibility,” in conduct,  
17B ethics, reliability and diligence. This rating is the result of a structured peer review and is based upon the confidential  
B opinions of practicing attorneys and members of the judiciary.

B The **Bar Register** is an invaluable resource for identifying the most highly regarded law firms in a particular  
2B geographic location or area of expertise. The 2008 edition contains concise listings and full contact data for more than  
5B 8,900 sole practitioners and law firms in the United States and Canada. It covers lawyers and firms excelling in 79  
B practice areas, from Administrative Law to Workers' Compensation.

2B Potential clients can easily determine a firm's status even when conducting research outside of the **Bar Register**. Firms  
11B included in the **Bar Register** receive a special notation in their professional listing in the **Martindale-Hubbell Law**  
17B **Directory**, where applicable, and their profiles on *martindale.com*® also feature a **Bar Register** icon. In addition,  
B *martindale.com* users can search for firms by **Bar Register** practice area.

15B As always, we welcome any feedback, including suggestions for new practice areas, that may further improve future  
B editions. Thank you for your support.

35B Dean Hollister  
Vice President, Editorial Production

LexisNexis, Martindale-Hubbell and martindale.com are registered trademarks, Bar Register of Preeminent Lawyers is a trademark, and “AV” is a registered certification mark of Reed Elsevier Properties Inc., used under license. © 2008 Martindale-Hubbell, a division of Reed Elsevier Inc. All rights reserved.

[View/Print PDF](#)[Previous Page](#)

## Christensen & Spath LLP (San Diego, CA)

### *CHRISTENSEN & SPATH LLP*

*Established in 2002*

*550 WEST C STREET, SUITE 1660*

*SAN DIEGO, CALIFORNIA 92101*

*Telephone: 619-236-9343*

*Fax: 619-236-8307*

*Email: [cbc@candslaw.net](mailto:cbc@candslaw.net)*

*URL: <http://www.candslaw.net>*

Real Estate, Condemnation and Land Use Law, Business and Litigation, Municipal Law, Personal Injury Trial Practice and Construction Defect, Housing Law, Affordable Housing, Public Housing, Housing Finance, Multi-Family Housing, Redevelopment Law.

*FIRM PROFILE: This firm has received the highest rating by Martindale-Hubbell.*

### MEMBERS OF FIRM

CHARLES B. CHRISTENSEN, born Altadena, California, July 3, 1948; admitted to bar 1973 California and U.S. District Court, Southern, Central and Northern Districts of California; Court of Appeals, Ninth Circuit; U.S. Claims Court; U.S. Supreme Court. EDUCATION: Claremont McKenna College (B.A., 1970); University of San Diego (J.D., 1973). MEMBER: San Diego County and American Bar Associations; State Bar of California. (Senior Partner). REPORTED CASES: San Diego Housing Commission v. Industrial Indemnity, 68 Cal. App. 4th 526 (1998); San Diego Housing Commission v. Industrial Indemnity, 95 Cal. App. 4th 66 116 CR2d 103 (2002); LaJolla Village Homeowners Association, Inc. v. Superior Court, 21 Cal. App. 3d 1131 (1989). PRACTICE AREAS: Construction Defect Law; Land Use; Civil Litigation; Municipal Law; Zoning Law; Real Estate Law; Business Law; Housing Law; Affordable Housing; Redevelopment Law. EMAIL: [cbc@candslaw.net](mailto:cbc@candslaw.net)

WALTER F. SPATH III, born New York, New York, May 22, 1969; admitted to bar 1995, California and U.S. District Court, Southern and Northern Districts of California; U.S. Court of Appeals, Ninth Circuit; U.S. Tax Court. EDUCATION: University of California at Los Angeles (B.A., 1992); University of San Diego (J.D., 1995; LL.M., Taxation, 1995). Chairm Tax Section, San Francisco Barristers Club, 2000. MEMBER: San Diego County Bar Association; State Bar of California. PRACTICE AREAS: Business Law; Civil Litigation;



Corporate Law; Land Use; Housing Law; Real Estate; Tax Law. EMAIL: wfs@candslaw.net

### ASSOCIATES

HEATHER M. FERBERT, born Santa Clara, California, 1980; admitted to bar 2006, California 2006, U.S. District Court, Southern District of California. EDUCATION: California State University, Long Beach (B.A., 2002); University of San Diego School of Law (J.D., 2006). PRACTICE AREAS: Civil Litigation; Housing Law; Real Estate; Municipal Law; Business Litigation. EMAIL: hmf@candslaw.net

ROBERT DEERING, born San Francisco, California, November 15, 1981; admitted to bar 2008, California. EDUCATION: University of the Pacific, Eberhardt School of Business; University of San Diego School of Law (J.D. 2008). PRACTICE AREAS: Civil Litigation; Housing Law; Municipal Law. EMAIL: rrd@candslaw.net

KRISTEN M. GROWCOCK, born San Antonio, Texas, August 10, 1978; admitted to bar 2008, California. EDUCATION: Trinity University (B.S., International Business, 2000); Thomas Jefferson School of Law. PRACTICE AREAS: Civil Litigation; Housing Law; Municipal Law. EMAIL: kmg@candslaw.net

REPRESENTATIVE CLIENTS: San Diego Housing Commission; City of National City; Redevelopment Agency of the City of San Marcos; CDC of the City of National City.

**Practice Profile Summary**  
**Christensen & Spath LLP (San Diego, CA)**

*CHRISTENSEN & SPATH LLP*

*550 WEST C STREET, SUITE 1660*

*SAN DIEGO, CALIFORNIA 92101*

*Telephone: 619-236-9343*

*Fax: 619-236-8307*

*Email: [cbc@candslaw.net](mailto:cbc@candslaw.net)*

*URL: <http://www.candslaw.net>*

Real Estate, Condemnation and Land Use Law, Business and Litigation, Municipal Law, Personal Injury Trial Practice and Construction Defect, Housing Law, Affordable Housing, Public Housing, Housing Finance, Multi-Family Housing, Redevelopment Law.

San Diego Housing Commission; CDC of National City; Redevelopment Agency of the City of San Marcos; City of Chula Vista; SANDAG.

**Members of Firm**

Charles B. Christensen

Walter F. Spath III

**Associates**

Heather M. Ferbert

Robert Deering

Kristen M. Growcock

**Bar Register – Civil Trial Practice  
Christensen & Spath LLP (San Diego, CA)**

*CHRISTENSEN & SPATH LLP*

*550 WEST C STREET, SUITE 1660*

*SAN DIEGO, CALIFORNIA 92101*

*Telephone: 619-236-9343*

*Fax: 619-236-8307*

*Email: [cbc@candslaw.net](mailto:cbc@candslaw.net)*

*URL: <http://www.candslaw.net>*

San Diego Housing Commission; CDC of National City; Redevelopment Agency of the City of San Marcos; City of Chula Vista; SANDAG.

**Members of Firm**

Charles B. Christensen

Walter F. Spath III

**Associates**

Heather M. Ferbert

Robert Deering

Kristen M. Growcock

**Bar Register – General Practice  
Christensen & Spath LLP (San Diego, CA)**

*CHRISTENSEN & SPATH LLP*

*550 WEST C STREET, SUITE 1660*

*SAN DIEGO, CALIFORNIA 92101*

*Telephone: 619-236-9343*

*Fax: 619-236-8307*

*Email: [cbc@candslaw.net](mailto:cbc@candslaw.net)*

*URL: <http://www.candslaw.net>*

San Diego Housing Commission; CDC of National City; Redevelopment Agency of the City of San Marcos; City of Chula Vista; SANDAG.

**Members of Firm**

Charles B. Christensen

Walter F. Spath III

**Associates**

Heather M. Ferbert

Robert Deering

Kristen M. Growcock

**Bar Register – Municipal and Zoning Law  
Christensen & Spath LLP (San Diego, CA)**

*CHRISTENSEN & SPATH LLP*

*550 WEST C STREET, SUITE 1660*

*SAN DIEGO, CALIFORNIA 92101*

*Telephone: 619-236-9343*

*Fax: 619-236-8307*

*Email: [cbc@candslaw.net](mailto:cbc@candslaw.net)*

*URL: <http://www.candslaw.net>*

San Diego Housing Commission; CDC of National City; Redevelopment Agency of the City of San Marcos; City of Chula Vista; SANDAG.

**Members of Firm**

Charles B. Christensen

Walter F. Spath III

**Associates**

Heather M. Ferbert

Robert Deering

Kristen M. Growcock

Heather Marie Ferbert  
Christensen & Spath LLP  
550 West C Street, Suite 1660  
San Diego, California 92101  
(619) 236-9343

**LEGAL  
EDUCATION**

*Honors  
Activities*

**University of San Diego, School of Law**  
J.D. May 2006  
Entering Academic Scholarship, 50% tuition, August 2003  
McLennon Honors Moot Court Competition, Participant, Spring 2005  
Monarch Debate Chair, Pro Bono Legal Advocates, 2005-2006  
Teen Court Mentor, Pro Bono Legal Advocates, 2005-2006  
Elder Law and Advocacy Clinics, Volunteer Law Clerk, Fall 2004

**PRELEGAL  
EDUCATION**

*Honors*

**California State University, Long Beach**  
B.A. with Honors in International Studies, December 2002  
*Emphasis:* Western Europe *Minor:* French Language  
*Honors Thesis:* "Europe Cries Foul: Turkey and the European Union"  
*Phi Beta Kappa*, University Honors Program, Golden Key, Order of Omega (2001),  
Distinguished Student College of Liberal Arts

**University of Paris X, Nanterre, Spring 2001**  
Mission Interuniversitaire de Coordinations des Echange Franco-Americain. Coursework completed in French.

**LEGAL  
EXPERIENCE**

**Christensen & Spath LLP, San Diego, CA**  
(formerly Christensen, Schwerdtfeger & Spath LLP)  
*Associate:* Perform legal research, draft pleadings and discovery in various civil cases, including affordable housing, construction defect, and contract cases. Prepare conflict of interest opinions for local government officials. (2007 – present)

**Law Offices of Charles S. Roseman and Associates, San Diego, CA**  
*Law Clerk:* Prepared demand letters in personal injury suits. Performed legal research, drafted memoranda, correspondence, and discovery. Maintained firm calendar. (2005-2006)

**Michael H. Crosby, Esq., San Diego, CA**  
*Law Clerk:* Assisted in preparation for and during trial. Performed legal research and drafted legal documents. (2006)

**Law Office of John R. Sorensen, San Diego, CA**  
*Law Clerk:* Drafted motions, pleadings and discovery in general civil practice. Performed legal research. Drafted demand letters, correspondence and memoranda. Aided during trial. (2005-2006)

**BAR ADMISSION**

State Bar of California, admitted December 1, 2006.  
United States District Court, Southern District of California, admitted December 1, 2006  
United States District Court, Northern District of California, admission pending

KRISTEN M. GROWCOCK  
Christensen & Spath LLP  
550 West C Street, Suite 1660  
San Diego, California 92101  
(619) 236-9343 x107

## **BAR ADMISSION**

Admitted California Bar, December 4, 2008

## **EDUCATION**

**Thomas Jefferson School of Law, San Diego, CA**

Juris Doctor degree, May 2008

- Partial LSAT Scholarship Fall 2005 – Spring 2006
- Honor Roll and National Dean's List Fall 2005, Spring 2007, and Spring 2008
- CALI Award & Witkin Award for highest grade in International Criminal Law Spring 2007

**Trinity University, San Antonio, TX**

Bachelors of Science in International Business, May 2000

Minor in Environmental Studies

- Member of NCAA Division III Varsity volleyball team
- On-air personality on Trinity Today, a daily morning interview show
- Student Senator

## **LEGAL EXPERIENCE**

**Morris Polich & Purdy LLP, San Diego, CA**

File Clerk, October 2008 – November 2008

Updated client files and electronic indexes with court documents. Assisted with paralegal projects.

**Office of the District Attorney, San Diego County, San Diego, CA**

*Cold Case Homicide Division · Family Protection Division · Gang Unit · Major Narcotics Unit*

Certified Legal Intern, January 2007– May 2008

Conducted research and writing of pretrial motions and handled related hearings, including PC § 1538.5 hearings and PC § 995 hearings. Handled preliminary exam readiness conferences, preliminary exams, sentencing hearings, and probation modification hearings. Participated in case-related meetings, field interviews and issuance discussions. Observed other attorneys in court.

**Children's Law Center, Los Angeles, CA**

Law Clerk, Summer 2006

Conducted interviews with child-clients over the phone and in person prior to hearings. Performed legal research and writing. Observed mediation and trials. Attended professionally relevant luncheons. Took tours of various dependency and delinquency facilities.

**Office of the Attorney General, State of Texas, Austin, TX**

Law Clerk, Winter Break 2005 – 2006

Volunteered in the Crime Victims Compensation division under an Assistant Attorney General. Summarized victims' files for supervising attorney, listened in on conduction of administrative hearings and wrote final judgments.

**Fulbright & Jaworski, LLP, Austin, TX**

File Clerk on Healthcare Litigation Team, August 2004 - August 2005

Updated client files and electronic indexes with court documents. Conducted general research and assisted with projects.

Robert Deering  
Christensen & Spath LLP  
550 West C Street, Suite 1660  
San Diego, California 92101  
(619) 236-9343

#### EDUCATION

**University of San Diego School of Law, San Diego, CA**

Juris Doctor, May 2008

*Honors:* Entering School of Law Grant, 2005-2006

*Activities:* Business Law Society, Member

**University of the Pacific, Eberhardt School of Business, Stockton, CA**

B.S. Business Administration, December 2004

Concentrations in Arts/Entertainment Management and Finance

*Activities:* Completed an average of sixty hours of community service per year

Pi Kappa Alpha Fraternity

Scholarship Chair – led the fraternity to highest cumulative GPA on campus through incentive programs and expansion of required study hours.

#### EXPERIENCE

**California Department of Corporations, San Diego, CA**

*Intern, Enforcement Division*

Spring 2008

Prepared correspondence to parties, opposing counsel, and various other state and federal agencies. Analyzed voluminous data to ascertain compliance with the California Corporations Code and the California Corporate Securities Law of 1968, and determined the breadth of public injury. Prepared memoranda regarding complex points of law and provided legal opinion concerning potential agency action. Acted as liaison between injured parties and lead attorney.

**Financial Industry Regulatory Authority (f/k/a NASD, Inc.), San Francisco, CA**

*Enforcement Intern*

Summer 2007

Drafted complaints, motions, declarations and various other arbitration and litigation documents. Performed legal research and analysis regarding rule violations and appropriate sanctions and summarized findings in memoranda. Assisted in taking deposition testimony and worked with staff attorneys to develop case theories and advised non-attorney staff on proper procedural methods.

**Donahue Gallagher Woods LLP, Mill Valley, CA**

*Law Clerk*

Summer 2006

Performed extensive legal research relating to copyright and trademark law, specifically in the area of available remedies for infringement. Drafted a comprehensive memorandum summarizing relevant case law in all federal circuits, which was made available to new associates to provide an in-depth understanding of current copyright law. Worked with senior partner to ensure the successful registration of various copyrights for computer software products.



09 MAR 16 PM 2:00

Please type or print in ink.

A Public Document

NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER
Christensen, Charles, B., Sr.			( 619 ) 236-9343 ext 102
MAILING ADDRESS (May use business address)	STREET	CITY	STATE ZIP CODE
550 West C Street, Suite 1660	San Diego	CA	92101
			OPTIONAL FAX / E-MAIL ADDRESS

**1. Office, Agency, or Court**

Name of Office, Agency, or Court  
San Diego Housing Commission

Division, Board, District, if applicable:  
General Counsel/Legal Counsel

Your Position:  
 \_\_\_\_\_

▶ If filing for multiple positions, list additional agency(ies)/ position(s): (Attach a separate sheet if necessary.)

Agency: SANDAG

Position: Special Counsel

**2. Jurisdiction of Office (Check at least one box)**

- State
- County of \_\_\_\_\_
- City of San Diego
- Multi-County \_\_\_\_\_
- Other \_\_\_\_\_

**3. Type of Statement (Check at least one box)**

- Assuming Office/Initial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Annual: The period covered is January 1, 2008, through December 31, 2008.
- or-
- The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through December 31, 2008.
- Leaving Office Date Left \_\_\_\_/\_\_\_\_/\_\_\_\_ (Check one)
- The period covered is January 1, 2008, through the date of leaving office
- or-
- The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through the date of leaving office.
- Candidate Election Year: \_\_\_\_\_

**4. Schedule Summary**

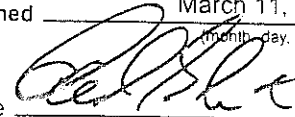
- ▶ Total number of pages including this cover page: 4
- ▶ Check applicable schedules or "No reportable interests."  
 I have disclosed interests on one or more of the attached schedules:
- Schedule A-1  Yes - schedule attached  
*Investments (Less than 10% Ownership)*
- Schedule A-2  Yes - schedule attached  
*Investments (10% or greater Ownership)*
- Schedule B  Yes - schedule attached  
*Real Property*
- Schedule C  Yes - schedule attached  
*Income, Loans, & Business Positions (Income Other than Gifts and Travel Payments)*
- Schedule D  Yes - schedule attached  
*Income - Gifts*
- Schedule E  Yes - schedule attached  
*Income - Gifts - Travel Payments*
- OR-
- No reportable interests on any schedule

**5. Verification**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed March 11, 2009  
(month, day, year)

Signature   
(File the originally signed statement with your filing official.)

**SCHEDULE A-2**  
**Investments, Income, and Assets**  
**of Business Entities/Trusts**  
 (Ownership Interest is 10% or Greater)

**1 BUSINESS ENTITY OR TRUST**

Name  
 Christensen & Spath LLP FKA CS&SLLP

Address  
 550 West C Street, Suite 1660, SD, CA 92101

Check one  
 Trust, go to 2     Business Entity, complete the box, then go to 2

**GENERAL DESCRIPTION OF BUSINESS ACTIVITY**  
 Law Practice

<b>FAIR MARKET VALUE</b>	<b>IF APPLICABLE, LIST DATE</b>
<input type="checkbox"/> \$2,000 - \$10,000	_____ / ____ / 08
<input type="checkbox"/> \$10,001 - \$100,000	_____ / ____ / 08
<input checked="" type="checkbox"/> \$100,001 - \$1,000,000	ACQUIRED                  DISPOSED
<input type="checkbox"/> Over \$1,000,000	

**NATURE OF INVESTMENT**  
 Sole Proprietorship     Partnership     \_\_\_\_\_ Other

**YOUR BUSINESS POSITION**    Managing Partner

**1 BUSINESS ENTITY OR TRUST**

Name \_\_\_\_\_

Address \_\_\_\_\_

Check one  
 Trust, go to 2     Business Entity, complete the box, then go to 2

**GENERAL DESCRIPTION OF BUSINESS ACTIVITY**

<b>FAIR MARKET VALUE</b>	<b>IF APPLICABLE, LIST DATE:</b>
<input type="checkbox"/> \$2,000 - \$10,000	_____ / ____ / 08
<input type="checkbox"/> \$10,001 - \$100,000	_____ / ____ / 08
<input type="checkbox"/> \$100,001 - \$1,000,000	ACQUIRED                  DISPOSED
<input type="checkbox"/> Over \$1,000,000	

**NATURE OF INVESTMENT**  
 Sole Proprietorship     Partnership     \_\_\_\_\_ Other

**YOUR BUSINESS POSITION** \_\_\_\_\_

**2 IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)**

<input type="checkbox"/> \$0 - \$499	<input type="checkbox"/> \$10,001 - \$100,000
<input type="checkbox"/> \$500 - \$1,000	<input checked="" type="checkbox"/> OVER \$100,000
<input type="checkbox"/> \$1,001 - \$10,000	

**2 IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)**

<input type="checkbox"/> \$0 - \$499	<input type="checkbox"/> \$10,001 - \$100,000
<input type="checkbox"/> \$500 - \$1,000	<input type="checkbox"/> OVER \$100,000
<input type="checkbox"/> \$1,001 - \$10,000	

**3 LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (attach a separate sheet if necessary)**

Attorney Client Privileged-except for public agencies

San Diego Housing Commission, SANDAG

**3 LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (attach a separate sheet if necessary)**

\_\_\_\_\_

\_\_\_\_\_

**4 INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD BY THE BUSINESS ENTITY OR TRUST**

Check one box:  
 INVESTMENT     REAL PROPERTY

Lease at 550 West C Street, Suite 1660, SD, CA 92101

Name of Business Entity or  
 Street Address or Assessor's Parcel Number of Real Property

See Above

Description of Business Activity or  
 City or Other Precise Location of Real Property

<b>FAIR MARKET VALUE</b>	<b>IF APPLICABLE, LIST DATE</b>
<input type="checkbox"/> \$2,000 - \$10,000	_____ / ____ / 08
<input type="checkbox"/> \$10,001 - \$100,000	_____ / ____ / 08
<input checked="" type="checkbox"/> \$100,001 - \$1,000,000	ACQUIRED                  DISPOSED
<input type="checkbox"/> Over \$1,000,000	

**NATURE OF INTEREST**  
 Property Ownership/Deed of Trust     Stock     Partnership

Leasehold 2     Other \_\_\_\_\_  
 Yrs remaining

Check box if additional schedules reporting investments or real property are attached

**4 INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD BY THE BUSINESS ENTITY OR TRUST**

Check one box:  
 INVESTMENT     REAL PROPERTY

Name of Business Entity or  
 Street Address or Assessor's Parcel Number of Real Property

\_\_\_\_\_

Description of Business Activity or  
 City or Other Precise Location of Real Property

<b>FAIR MARKET VALUE</b>	<b>IF APPLICABLE, LIST DATE:</b>
<input type="checkbox"/> \$2,000 - \$10,000	_____ / ____ / 08
<input type="checkbox"/> \$10,001 - \$100,000	_____ / ____ / 08
<input type="checkbox"/> \$100,001 - \$1,000,000	ACQUIRED                  DISPOSED
<input type="checkbox"/> Over \$1,000,000	

**NATURE OF INTEREST**  
 Property Ownership/Deed of Trust     Stock     Partnership

Leasehold \_\_\_\_\_     Other \_\_\_\_\_  
 Yrs remaining

Check box if additional schedules reporting investments or real property are attached

Comments: \_\_\_\_\_

## SCHEDULE B

### Interests in Real Property

(Including Rental Income)

Name  
Charles B. Christensen, Sr.

▶ STREET ADDRESS OR PRECISE LOCATION  
3646 Lotus Street

CITY  
San Diego, CA 92106

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:  
 \$2,000 - \$10,000  
 \$10,001 - \$100,000  
 \$100,001 - \$1,000,000  
 Over \$1,000,000

ACQUIRED     /    /08      DISPOSED     /    /08

NATURE OF INTEREST  
 Ownership/Deed of Trust       Easement  
 Leasehold \_\_\_\_\_ Yrs remaining       \_\_\_\_\_ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED  
 \$0 - \$499       \$500 - \$1,000       \$1,001 - \$10,000  
 \$10,001 - \$100,000       OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.  
Kelly Paul, Lessee; Pat Fernandez, Lessee

▶ STREET ADDRESS OR PRECISE LOCATION  
\_\_\_\_\_

CITY  
\_\_\_\_\_

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:  
 \$2,000 - \$10,000  
 \$10,001 - \$100,000  
 \$100,001 - \$1,000,000  
 Over \$1,000,000

ACQUIRED     /    /08      DISPOSED     /    /08

NATURE OF INTEREST  
 Ownership/Deed of Trust       Easement  
 Leasehold \_\_\_\_\_ Yrs remaining       \_\_\_\_\_ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED  
 \$0 - \$499       \$500 - \$1,000       \$1,001 - \$10,000  
 \$10,001 - \$100,000       OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.  
\_\_\_\_\_

\* You are not required to report loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER\* \_\_\_\_\_

ADDRESS \_\_\_\_\_

BUSINESS ACTIVITY OF LENDER \_\_\_\_\_

INTEREST RATE \_\_\_\_\_%       None      TERM (Months/Years) \_\_\_\_\_

HIGHEST BALANCE DURING REPORTING PERIOD  
 \$500 - \$1,000       \$1,001 - \$10,000  
 \$10,001 - \$100,000       OVER \$100,000  
 Guarantor, if applicable

NAME OF LENDER\* \_\_\_\_\_

ADDRESS \_\_\_\_\_

BUSINESS ACTIVITY OF LENDER \_\_\_\_\_

INTEREST RATE \_\_\_\_\_%       None      TERM (Months/Years) \_\_\_\_\_

HIGHEST BALANCE DURING REPORTING PERIOD  
 \$500 - \$1,000       \$1,001 - \$10,000  
 \$10,001 - \$100,000       OVER \$100,000  
 Guarantor, if applicable

Comments: \_\_\_\_\_

# SCHEDULE C

## Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

Name

Charles B. Christensen, Sr.

**▶ 1. INCOME RECEIVED**

NAME OF SOURCE OF INCOME

Christensen & Spath LLP

ADDRESS

550 West C Street, Suite 1660, SD, CA 92101

BUSINESS ACTIVITY, IF ANY, OF SOURCE

Law Practice

YOUR BUSINESS POSITION

Managing General Partner

GROSS INCOME RECEIVED

- \$500 - \$1,000       \$1,001 - \$10,000  
 \$10,001 - \$100,000       OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

Salary       Spouse's or registered domestic partner's income

Loan repayment

Sale of \_\_\_\_\_  
*(Property car, boat, etc.)*

Commission or  Rental Income, list each source of \$10,000 or more

Other Draws from business  
*(Describe)*

**▶ 1. INCOME RECEIVED**

NAME OF SOURCE OF INCOME

Kelly Paul/Patricia Fernandez

ADDRESS

3746 Lotus Drive, SD, CA 92106

BUSINESS ACTIVITY, IF ANY, OF SOURCE

Rental Income

YOUR BUSINESS POSITION

Landlord

GROSS INCOME RECEIVED

- \$500 - \$1,000       \$1,001 - \$10,000  
 \$10,001 - \$100,000       OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

Salary       Spouse's or registered domestic partner's income

Loan repayment

Sale of \_\_\_\_\_  
*(Property car, boat, etc.)*

Commission or  Rental Income, list each source of \$10,000 or more

Kelly Paul first tenant; Then-Patricia Fernandez

Other \_\_\_\_\_  
*(Describe)*

**▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD**

\* You are not required to report loans from commercial lending institutions, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER\*

ADDRESS

BUSINESS ACTIVITY, IF ANY, OF LENDER

HIGHEST BALANCE DURING REPORTING PERIOD

- \$500 - \$1,000  
 \$1,001 - \$10,000  
 \$10,001 - \$100,000  
 OVER \$100,000

INTEREST RATE

\_\_\_\_\_ %       None

TERM (Months/Years)

SECURITY FOR LOAN

None       Personal residence

Real Property \_\_\_\_\_  
*Street address*

\_\_\_\_\_ *City*

Guarantor \_\_\_\_\_

Other \_\_\_\_\_  
*(Describe)*

Comments: \_\_\_\_\_

RECEIVED  
 CLERK'S OFFICE

09 MAR 16 PM 2:10

Please type or print in ink.

*A Public Document*

NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER
Spath	Walter	F	( 619 ) 236-9343
MAILING ADDRESS (May use business address)	STREET	CITY	STATE ZIP CODE OPTIONAL FAX / E-MAIL ADDRESS
550 West C Street, Suite 1660	San Diego	CA	92101

**1. Office, Agency, or Court**

Name of Office, Agency, or Court  
San Diego Housing Commission

Division, Board, District, if applicable:  
 \_\_\_\_\_

Your Position:  
General Counsel

▶ If filing for multiple positions, list additional agency(ies)/ position(s): (Attach a separate sheet if necessary)

Agency: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Jurisdiction of Office (Check at least one box)**

State

County of \_\_\_\_\_

City of San Diego

Multi-County \_\_\_\_\_

Other \_\_\_\_\_

**3. Type of Statement (Check at least one box)**

Assuming Office/Initial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Annual: The period covered is January 1, 2008, through December 31, 2008.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through December 31, 2008.

Leaving Office Date Left: \_\_\_\_/\_\_\_\_/\_\_\_\_ (Check one)

The period covered is January 1, 2008, through the date of leaving office.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through the date of leaving office.

Candidate Election Year: \_\_\_\_\_

**4. Schedule Summary**

▶ Total number of pages including this cover page: 3

▶ Check applicable schedules or "No reportable interests."

I have disclosed interests on one or more of the attached schedules:

Schedule A-1  Yes - schedule attached  
*Investments (Less than 10% Ownership)*

Schedule A-2  Yes - schedule attached  
*Investments (10% or greater Ownership)*

Schedule B  Yes - schedule attached  
*Real Property*

Schedule C  Yes - schedule attached  
*Income, Loans, & Business Positions (Income Other than Gifts and Travel Payments)*

Schedule D  Yes - schedule attached  
*Income - Gifts*

Schedule E  Yes - schedule attached  
*Income - Gifts - Travel Payments*

-OR-

No reportable interests on any schedule

**5. Verification**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 3/16/09  
(month, day, year)

Signature [Handwritten Signature]  
(File the originally signed statement with your filing official.)





COVER PAGE

A Public Document

Please type or print in ink.

RECEIVED  
 CLERK'S OFFICE  
 COMPTROLLER GENERAL OF CALIFORNIA

NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER	
Ferbert	Heather	Marie	( 619 ) 236-9343	
MAILING ADDRESS (May use business address)	STREET	CITY	STATE	ZIP CODE
550 West C Street, Suite 1660	San Diego	CA	92101	OPTIONAL: FAX / E-MAIL ADDRESS
				hmf@candslaw.net

**1. Office, Agency, or Court**

Name of Office, Agency, or Court  
San Diego Housing Commission

Division, Board, District, if applicable:  
Legal

Your Position:  
Associate Attorney

▶ If filing for multiple positions, list additional agency(ies)/ position(s): (Attach a separate sheet if necessary.)

Agency: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Jurisdiction of Office (Check at least one box)**

State

County of \_\_\_\_\_

City of San Diego

Multi-County \_\_\_\_\_

Other \_\_\_\_\_

**3. Type of Statement (Check at least one box)**

Assuming Office/Initial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Annual: The period covered is January 1, 2008, through December 31, 2008.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through December 31, 2008.

Leaving Office Date Left: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Check one)

The period covered is January 1, 2008, through the date of leaving office

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through the date of leaving office

Candidate Election Year: \_\_\_\_\_

**4. Schedule Summary**

▶ Total number of pages including this cover page: 1

▶ Check applicable schedules or "No reportable interests."  
 I have disclosed interests on one or more of the attached schedules:

Schedule A-1  Yes - schedule attached  
*Investments (Less than 10% Ownership)*

Schedule A-2  Yes - schedule attached  
*Investments (10% or greater Ownership)*

Schedule B  Yes - schedule attached  
*Real Property*

Schedule C  Yes - schedule attached  
*Income, Loans, & Business Positions (Income Other than Gifts and Travel Payments)*

Schedule D  Yes - schedule attached  
*Income - Gifts*

Schedule E  Yes - schedule attached  
*Income - Gifts - Travel Payments*

-or-

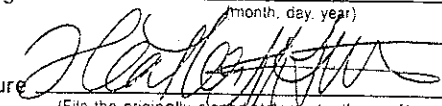
No reportable interests on any schedule

**5. Verification**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed March 12, 2009  
(month, day, year)

Signature   
(File the originally signed statement with your filing official.)



COVER PAGE

*A Public Document*

Please type or print in ink.

NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER	
Ferbert	Heather	Marie	(619) 236-9343	
MAILING ADDRESS (May use business address)	STREET	CITY	STATE	ZIP CODE
550 West C Street, Suite 1660	San Diego	CA	92101	OPTIONAL FAX / E-MAIL ADDRESS
				hmf@candslaw.net

**1. Office, Agency, or Court**

Name of Office, Agency, or Court:  
San Diego Housing Commission

Division, Board, District, if applicable:  
General Counsel

Your Position:  
Associate Attorney

▶ If filing for multiple positions, list additional agency(ies)/ position(s): (Attach a separate sheet if necessary.)

Agency: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Jurisdiction of Office (Check at least one box)**

State

County of \_\_\_\_\_

City of San Diego

Multi-County \_\_\_\_\_

Other \_\_\_\_\_

**3. Type of Statement (Check at least one box)**

Assuming Office/Initial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Annual: The period covered is January 1, 2008, through December 31, 2008.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through December 31, 2008.

Leaving Office Date Left: \_\_\_\_/\_\_\_\_/\_\_\_\_ (Check one)

The period covered is January 1, 2008, through the date of leaving office.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through the date of leaving office.

Candidate Election Year: \_\_\_\_\_

**4. Schedule Summary**

▶ Total number of pages including this cover page: 2

▶ Check applicable schedules or "No reportable interests."

I have disclosed interests on one or more of the attached schedules:

Schedule A-1  Yes – schedule attached  
*Investments (Less than 10% Ownership)*

Schedule A-2  Yes – schedule attached  
*Investments (10% or greater Ownership)*

Schedule B  Yes – schedule attached  
*Real Property*

Schedule C  Yes – schedule attached  
*Income, Loans, & Business Positions (Income Other than Gifts and Travel Payments)*

Schedule D  Yes – schedule attached  
*Income – Gifts*

Schedule E  Yes – schedule attached  
*Income – Travel Payments*

-or-


No reportable interests on any schedule

**5. Verification**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed March 23, 2009  
(month, day, year)

Signature   
File the originally signed statement with your filing official.



Please type or print in ink.

*A Public Document*

03 MAR 13 PM 2:10

NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER
Deering	Robert	Ryan	( 619 ) 236-9343
MAILING ADDRESS (May use business address)	STREET	CITY	STATE ZIP CODE OPTIONAL: FAX / E-MAIL ADDRESS
550 W. C Street, Suite 1660	San Diego	CA 92101	(619) 236-8307

**1. Office, Agency, or Court**

Name of Office, Agency, or Court  
San Diego Housing Commission

Division, Board, District, if applicable:  
 \_\_\_\_\_

Your Position:  
Legal Counsel

▶ If filing for multiple positions, list additional agency(ies)/ position(s): (Attach a separate sheet if necessary.)

Agency: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Jurisdiction of Office (Check at least one box)**

State

County of \_\_\_\_\_

City of San Diego

Multi-County \_\_\_\_\_

Other \_\_\_\_\_

**3. Type of Statement (Check at least one box)**

Assuming Office/Initial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Annual: The period covered is January 1, 2008, through December 31, 2008

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through December 31, 2008.

Leaving Office Date Left: \_\_\_\_/\_\_\_\_/\_\_\_\_ (Check one)

The period covered is January 1, 2008, through the date of leaving office.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through the date of leaving office.

Candidate Election Year: \_\_\_\_\_

**4. Schedule Summary**

▶ Total number of pages including this cover page: 1

▶ Check applicable schedules or "No reportable interests."

I have disclosed interests on one or more of the attached schedules:

Schedule A-1  Yes - schedule attached  
*Investments (Less than 10% Ownership)*

Schedule A-2  Yes - schedule attached  
*Investments (10% or greater Ownership)*

Schedule B  Yes - schedule attached  
*Real Property*

Schedule C  Yes - schedule attached  
*Income, Loans, & Business Positions (Income Other than Gifts and Travel Payments)*

Schedule D  Yes - schedule attached  
*Income - Gifts*

Schedule E  Yes - schedule attached  
*Income - Gifts - Travel Payments*

-or-

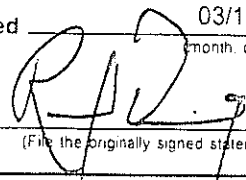
No reportable interests on any schedule

**5. Verification**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 03/13/09  
(month, day, year)

Signature   
(File the originally signed statement with your filing official.)



Please type or print in ink

*A Public Document*

09 MAR 16 PM 2:16

NAME (LAST)	(FIRST)	(MIDDLE)	DAYTIME TELEPHONE NUMBER	
Growcock	Kristen	Michelle	( 619 ) 236-9343	
MAILING ADDRESS (May use business address)	STREET	CITY	STATE	ZIP CODE
550 West C Street Suite 1660	San Diego	CA	92101	OPTIONAL FAX / E-MAIL ADDRESS
				kmg@candslaw.net

**1. Office, Agency, or Court**

Name of Office, Agency, or Court:  
San Diego Housing Commission

Division, Board, District, if applicable:  
 \_\_\_\_\_

Your Position:  
General Counsel - Associate Attorney

▶ If filing for multiple positions, list additional agency(ies)/ position(s). (Attach a separate sheet if necessary.)

Agency: \_\_\_\_\_

Position: \_\_\_\_\_

**2. Jurisdiction of Office (Check at least one box)**

State

County of \_\_\_\_\_

City of San Diego

Multi-County \_\_\_\_\_

Other \_\_\_\_\_

**3. Type of Statement (Check at least one box)**

Assuming Office/Initial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Annual: The period covered is January 1, 2008, through December 31, 2008.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through December 31, 2008.

Leaving Office Date Left: \_\_\_\_/\_\_\_\_/\_\_\_\_ (Check one)

The period covered is January 1, 2008, through the date of leaving office.

-or-

The period covered is \_\_\_\_/\_\_\_\_/\_\_\_\_, through the date of leaving office.

Candidate Election Year: \_\_\_\_\_

**4. Schedule Summary**

▶ Total number of pages including this cover page: 2

▶ Check applicable schedules or "No reportable interests."

I have disclosed interests on one or more of the attached schedules:

Schedule A-1  Yes - schedule attached  
*Investments (Less than 10% Ownership)*

Schedule A-2  Yes - schedule attached  
*Investments (10% or greater Ownership)*

Schedule B  Yes - schedule attached  
*Real Property*

Schedule C  Yes - schedule attached  
*Income, Loans, & Business Positions (Income Other than Gifts and Travel Payments)*

Schedule D  Yes - schedule attached  
*Income - Gifts*

Schedule E  Yes - schedule attached  
*Income - Gifts - Travel Payments*

-or-

No reportable interests on any schedule

**5. Verification**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed March 13, 2009  
(month, day, year)

Signature *Kristen Michelle Growcock*  
(File the originally signed statement with your filing official.)



# HUERTA & ASSOCIATES

## MEDIATION & ARBITRATION

401 WEST "A" STREET

SUITE 1400

SAN DIEGO, CALIFORNIA 92101

(619) 236-7944

E mail:

huertala@pacbell.net

Facsimile

(619) 236-7986

### FIRM RESUME

#### AREAS OF PRACTICE

The firm specializes in private mediation and arbitration of Business, Commercial, Employment, Insurance, Intellectual Property, Real Estate, Tort, Trade Secret, and Securities matters.

#### BIOGRAPHICAL INFORMATION

##### LAWRENCE A. HUERTA

Mr. Huerta was previously a member of the law firm Buchalter, Nemer, Fields, Chrystie & Younger in Los Angeles and Newport Beach, and a member of the law firm Schall, Boudreau & Gore in San Diego. Mr. Huerta specializes in private mediation of Business, Commercial, Employment, EEO, Real Estate, Tort, Securities Disputes, and in Business Litigation.

Mr. Huerta graduated with honors from the University of California, Davis, with a B.A. degree in Economics in June, 1980. Mr. Huerta obtained his Juris Doctorate degree from the University of Michigan Law School in May, 1983. He was admitted to the California Bar in 1983 and is currently admitted to practice before all state and federal courts in California. Mr. Huerta holds the Mediator Credential from the National Conflict Resolution Center, formerly San Diego Mediation Center, and is a Mediator for the San Diego County Superior Court, the Duke University Private Adjudication Center, the United States Equal Employment Opportunity Commission, Forest Service, Navy, and Postal Service. Mr. Huerta is a Mediator and Arbitration Chairperson for the American Arbitration Association, and the Financial Industry Regulatory Authority ("FINRA"). Mr. Huerta is a Barrister in the William B. Enright Chapter of the American Inns of Court, College of Trial Advocacy. Mr. Huerta is a member of the American Bar Association Section of Dispute Resolution, the San Diego County Bar Association Alternative Dispute Resolution, Labor & Employment, and Eminent Domain Sections, and Lawyers Club of San Diego. Mr. Huerta is the author of the published articles "The Value of Mediation" and "Why Mediation?", and the MCLE course "Why Mediation Works and What Works Well at Mediation".

#### REPRESENTATIVE CLIENTS

Outside Counsel for Wells Fargo Bank, San Diego Housing Commission, Sempra Energy. Mediator for the American Arbitration Association, California Department of Insurance, Duke University Private Adjudication Center ("DUPAC"), FINRA, San Diego County Superior Court Mediation Panel, United States Equal Employment Opportunity Commission, Forest Service, Navy, and Postal Service. Arbitrator for the American Arbitration Association Commercial Panel, DUPAC, FINRA, Office of Independent Administrator, Kaiser Permanente.

## EXHIBIT "C"

### SCOPE OF SERVICES

Christensen & Spath LLP desires to perform all of the services referenced in the RFP during the term of the Agreement. Christensen & Spath LLP has the skill, training, staff, facilities and experience necessary to perform each of the services listed within the RFP. For each service referenced below, examples of the firm's associated legal experience is listed by category. Numerous additional examples of experience are available upon request.

- **General Services.**

1. Reviewed documentation for the Commission, including leases, CDBG contracts, contractor's agreements, MOU's, employment agreements, independent contractor agreements, etc.
2. Prepared and reviewed resolutions since 1991, including Housing Commission and Housing Authority resolutions.
3. Rendered numerous opinions concerning potential conflicts of interest for staff and Board members, analyzing the Fair Political Practices Act, Government Code Section 1090, federal conflict laws and regulations and the Ethics Ordinance.
4. Answered and opined upon Brown Act questions posed by the President and CEO, the Vice President and COO, Board Members and Commission staff.
5. Reviewed Board minutes for the Commission.
6. Attended all Commission meetings for the past eighteen (18) years, in excess of three hundred (300) meetings, without a Brown Act violation.
7. Prepared Closed Session agenda and reports for all closed session meetings during the last eighteen (18) years.
8. Rendered legal opinions concerning matters heard by the Board, as and when requested. Prepared legal opinions for members of staff, as and when requested.

- **Planning, Development and Occupancy of Low Income Housing.**

1. Involved in all aspects of conversion of all 1366 public housing to Commission ownership, including extensive negotiations and drafting of all required documents with HUD and their lawyers. We have substantial legal experience with HUD and knowledge concerning the federal programs that the Commission deals with on a daily basis. We reviewed all title policies for each of the Commission properties. We drafted the documents causing the Declaration of Trust to be revoked. We were involved in the drafting of the Declaration of Trust for University Canyon 36 units.



2. Involved in all aspects of the Commission's current goal of producing and/or acquiring 350 additional units of affordable housing. Drafted the purchase and sale agreement for Chollas Creek Villas.
3. Involved in all aspects of securing developer performance under and enforcement of the City of San Diego Inclusionary Housing Ordinance, Condominium Conversion Ordinance, Coastal Affordable Housing Ordinance, SRO Hotel Replacement Requirements and Density Bonus Ordinance.
4. Advised Board and Commission staff concerning contracts with contractors and surveyors, including the drafting and approval of such contracts. Currently working on contracts with architects and engineers concerning University Canyon and working on a contract with Red Capital for financing for the acquisition of 350 additional units.
5. Advised and guided staff through the street vacation, subdivision mapping and successful sale of the Fay Avenue Project, which generated over Two Million Dollars (\$2,000,000) for the Commission.
6. Represented the Commission in more than seventy (70) lawsuits in the Superior Court, Court of Appeals, the Federal District Court, the Ninth Circuit Court of Appeal and the California Supreme Court during the last eighteen (18) years.
7. Represented the Commission in additional ninety-six (96) Section 8 recoupment cases filed in Municipal and Superior Court, except for three (3), all of which were settled or resolved without trial, netting the Commission over \$425,000 in monies and agreements to pay or offset rents.
8. Successfully represented the Commission in the following cases:
  - A. Defended, and prosecuted a cross-complaint in, the case of *J&J Properties A, LLC vs. San Diego Housing Commission, Housing Authority of the City of San Diego and the City of San Diego* and obtained a settlement in January, 2008, whereby the property owner is required to provide 57 SRO Hotel rooms or to pay the Commission \$4,250,000.
  - B. Defended the case of *Maria Elena Ritchie v. San Diego Housing Commission and Christopher Garrabrant*, an employment related case filed against the SDHC, which was settled for \$5,650 (All of which was paid for by insurance. Note that there was actually no coverage for this, but the Insurance Company was so pleased with the result that it offered to pay for this limited amount of indemnity dollars upon request by this office. Ms. Carrol Vaughan attended the mediation where this case was settled.), in October, 2008, after Ms. Ritchie demanded \$450,000 to settle the case.
  - C. Successful negotiation of a settlement with FTS for breach of contract,

whereby FTS paid the Commission \$103,958.65, in June, 2008.

- D. Defended the case of *Kimberly T. Hoang v. San Diego Housing Commission, Paty Lam, Roberta Houston*, which was settled for \$0.00, in July, 2007. This was an employment case filed against the Commission alleging ADA and FEHA claims, among others.
- E. Prosecuted the case of *San Diego Housing Commission v. Strongly Oriented For Action Of San Diego (SOFA)* and obtained a settlement in February, 2006, whereby SOFA agreed to relinquish 100% of its interest in the property at issue.
- F. Defended the case of *Reza Mohammadi dba Southland Construction v. San Diego Housing Commission, et al.*, which was settled for \$0.00, in July, 2007 and a dismissal of the SDHC with prejudice.
- G. Prosecuted the case of *San Diego Housing Commission v. Weyerhaeuser* and obtained a settlement of \$2.55 million dollars paid to the Commission in December of 2002.
- H. Prosecuted the case of *San Diego Housing Commission and City of San Diego v. Pacifica Lucera, L.P., et al.* to a judgment which provided a payment to the San Diego Housing Commission of the sum of \$1,750,000 in 2003.
- I. Obtained a settlement of \$300,000 from the owners of the Maryland Hotel involving an SRO dispute with the City and the Commission in 2003.
- J. Successfully defended Writs of Mandate for termination of Section 8 tenants in more than ten (10) writ proceedings. All ten (10) were resolved to the satisfaction of the Commission. One example was the case of *Bursey vs. SDHC* which was decided in favor of the SDHC both in the trial court and in the Fourth District Court of Appeal. Currently defending the case of *Ali vs. SDHC* before Judge Barton.
- L. Construction Defect litigation in the cases of *Calle Primera, University Canyon*, and others, successfully obtaining in excess of \$4.6 million dollars for the Commission, including the reported appellate cases entitled *SDHC v. Industrial Indemnity*.
- M. Judicial Foreclosures (including defending and obtaining receivers) for the Commission in more than seven (7) cases, including defending and obtaining an injunction against foreclosure by senior lien holders in the case of *Beal Bank vs. SDHC and Palm Vista* and acquired title to Palm Vista for the Commission. This property was later sold by the Commission to a nonprofit to perpetuate low income housing. Currently, the case of *SDHC vs. Mahboodi* is pending in Superior Court, and is being prosecuted by this office for the Commission. There is a tentative settlement that will give the Commission the title to the property free an

clear of junior liens. This is an example of a case prosecuted in the name of the Housing Authority and the Commission to preserve restricted units that where borrower abuses where found by the Commission's staff. The judicial action is enforcing compliance with the Commission's occupancy rules and regulations.

- N. Represented the Commission and Housing Authority in condemnation matters (including five (5) cases filed in the San Diego Superior Court with the San Diego City School District).
- O. Successfully represented the Commission in commercial litigation including the cases of *SDHC v. Industrial Indemnity*, *Premier Roofing v. SDHC* and *Har Construction Co. v. SDHC*.
- P. Represented the Commission in employment-related arbitrations and advised and the Commission concerning appeals with insurance issues involving the same in the case of *Helton v. SDHC* (an employment-related case), where coverage for a substantial portion of the judgment was obtained through the Commission's insurance carrier, although the same had originally denied all coverage.
- Q. Defended the Commission and former employees in 42 USC 1983 cases, including *Crow v. Brewer*, and obtained a judgment of dismissal of the case in Federal District Court.
- R. Successfully defended the Commission in Density Bonus cases, including *Shapiro v. City of San Diego*. Successfully represented the Commission in the case of *SDHC v. Wintergreen, et al.*, involving density bonuses, to judgment in favor of the Commission.
- S. Successfully obtained dismissal of, and the payment of fees to the Commission, in the defense of an inappropriately filed public records act case entitled *Shapiro v. SDHC* (first case). Represented the Commission in a second case entitled *Shapiro v. SDHC* to the California Supreme Court.
- T. Defended the Commission in the case of *Foster v. 630 F Street* resulting in the dismissal of the case for the Commission and the City.
- U. Defended the Commission in the case of *Lihosit vs. SDHC*, dealing with Section 1983 discrimination claims in federal district court. This case was dismissed without the payment of any money by the Commission in this 1983 claim. The case was dismissed by the federal district court and the dismissal was affirmed by the Ninth Circuit Court of Appeal. The defense was paid for by the Commission's insurance carrier.
- V. Defended the Commission in the case of *Vahidallah vs. SDHC*, dealing with Section 1983 discrimination claims and other claims, in federal district court. The case was dismissed upon a 12(b)(6) motion and the dismissal was upheld by the Ninth Circuit Court of Appeal. This case

was handled from the outset through the proceedings in the Ninth Circuit Court Appeal.

- W. Successfully, represented the Commission in the case of Hahn vs. SDHC, where the Plaintiff claimed that the Commission did not have the right to foreclosure under the terms of its first time homebuyer program. The Commission prevailed in a motion for summary judgment in the San Diego Superior Court and later acquired the unit by non judicial foreclosure. The unit was then resold by the Commission and all of the Commission's costs and fees were recouped as well as its original first time homebuyer loan.
- X. Represented the Commission in many other cases, too numerous to mention, all resolved to the satisfaction of the Board of Commissioners of the Commission. Additional listing of successful litigation for the Commission can be provided if desired.
- Y. Mr. Spath has a LLM in Taxation and is admitted as a lawyer in Tax Court. He has been involved in the defense of payroll liability issues before the Tax Court and has been successful in eliminating a 100% penalty assessed by the IRS against the Commission through the inadvertence of FTS a prior contractor to the Commission. Should a payroll liability issue arise, Christensen & Spath LLP has the unique ability to handle these cases.
- Z. Successfully defended the SDHC in the case of Martinez vs. SDHC in San Diego Superior Court. The case involved the first time homebuyer program. The case was settled to the satisfaction of the Commission, with the Commission retaining a payoff of \$144,000 from the first time homebuyer. The defense of this case was paid for by the insurer for the Commission.
- AA. Successfully represented the Commission and the Housing Authority of the City of San Diego in the case of SDHC vs. Cameron, where the Commission obtained a judgment against Cameron causing the property to be revested in the name of the Housing Authority for violation of NCFUA rules and regulations and failure to pay the senior lender. The unit was later sold to a qualified buyer after the HA was revested in title to the property, thereby preserving the affordable housing in the North City Future Urbanizing Area.
- BB. Housing Authority and SDHC vs. Bank of America was a case brought at the direction of the Board to obtain a full reconveyance of an equity loan made by the Bank of America on a restricted unit without the permission of the Commission or the Housing Authority. In this case, through filing the case, the Bank of America reconveyed the deed of trust without the payment of any money by the Housing Commission, thereby clearing title so that this unit could be resold as an affordable unit. The Commission was successful in obtaining a restraining order against a foreclosure by the Bank of America in this case, as well.

9. Routinely provided services in connection with drafting and revisions of MOU's, predevelopment loans, grants, revocable grants and other agreements between the Commission and local agencies and nonprofits, including the City of San Diego, the Redevelopment Agency of the City of San Diego and others.
10. Assisted in the submission of grant packages to the federal and state government bodies, including Cal Works, the Federal Welfare to Work Pilot Program for the Commission and drafting Welfare to Work agreements and leases.
11. Provided legal services in connection with acquisition of real property, including Plaza Arizona, Skyline & Woodman and others from the FDIC. Also was involved in all legal aspects of the acquisition of the Newton Street facility and the Maya Apartments, a mixed income project now owned by the Commission. In each of the cited transactions title insurance matters were reviewed and ALTA lender and owner's policies title policies were ordered and reviewed with the appropriate endorsements. In the Skyline and Woodman project, the firm was involved in the selection of a turnkey developer for the for sale affordable housing project now being constructed by the developer. Closing statements are reviewed upon each closing, as required.
12. Provided legal services to the Commission for numerous bid packages and invitations to bid, including the review and approval of contract specifications, construction contracts, etc. Further, advice concerning performance and payment bonds has been provided to the Commission. Bond forms have been prepared and revised by this office based upon practical experience through the years. Extensive review of HUD general conditions has been undertaken by the firm and special conditions have been drafted to facilitate contractor accountability during and after construction.
13. Provided legal services in connection with drafting of leases, escrow instructions and options to purchase real estate in many transactions, including the Casa Colina acquisition, where the Commission recently became the fee owner of real property subsequently ground leased to Housing Development Partners, in a complex project involving tax credits, bond financing with HUD financing involved, and drafted the HOME lease provisions in compliance with applicable federal law.

• **Legal Services in Connection with Management of Low Income Housing.**

1. Provided extensive legal advice on Section 8 Program to Staff.
2. Provided advice on the management of many other Commission owned and/or monitored projects, including NCFUA, Inclusionary, Coastal and Density Bonus rental and for-sale affordable units.
3. Negotiated and drafted property management agreements for projects, including the Maya Apartments, Palm Vista and others.

4. Provided advice on all aspects of contracting for services and supplies for low Income rental projects.
5. Provided services in connection with the 36 public housing units added at University Canyon.
6. Obtained almost a million dollars in monies released by Bank of America, U.S. Bank and HUD upon the payoff of the bond issuance for University Canyon.

• **Legal Services for Litigation.**

1. The scope of the litigation services rendered by Christensen & Spath LLP is described in detail above (See above Section entitled "Planning, Development and Occupancy of Low Income Housing," Paragraphs 8A through BB).
2. All litigation with the Commission for the last eighteen (18) years, except for the case of *Reems v. SDHC*, has been handled by Mr. Christensen, and during its existence, Christensen & Spath LLP.

• **Legal Services for Real Estate Loans, Purchase Agreements and Real Estate Leases.**

1. Involved in all aspects of the on-time and on-budget construction and purchase of the Commission office building for approximately \$23,000,000.
2. Successful negotiation of a settlement with Starbucks Corporation for breach of its lease at the Commission office building, whereby Starbucks Corporation paid the Commission \$241,000 in December, 2008.
3. All loan agreements, acquisition agreements, and disposition and development agreements for the Commission have been drafted and/or approved by Charles B. Christensen and/or Christensen & Spath LLP. This is estimated to be in excess of fifty (50) major loan agreements within the last eighteen (18) years. Literally hundreds of loan document packages have been prepared and funded under the supervision of Christensen & Spath LLP and/or Mr. Christensen since 1991. These have included contingent interest loan agreements, tax credit financing, bond financing transactions, conventional lending transactions, residual receipt loans, fixed rate loans and documentation, and virtually every variation of lending in an affordable housing context that is possible. Further, the firm has negotiated and drafted major leases, loan agreements, purchase and sale agreements, rehabilitation loan agreements and much more. The firm has been involved in numerous workouts in cases of defaulting loans, particularly in the early years of the representation of the Commission. Numerous judicial and non judicial actions were filed and prosecuted by this office. The firm has been involved in general consultation with Housing Finance staff, Asset Management Staff and others at the Commission concerning all areas of lending and real property acquisition.
3. The services rendered by Mr. Christensen and/or Christensen & Spath LLP include drafting of proforma documents for the First Time Homebuyer program,

the Inclusionary housing program, Rehabilitation Loans, Loan workout agreements, purchase and sale agreements, general consultation concerning the foregoing, drafting NCFUA conditions of approval, drafting of Coastal Affordable Agreements, Density Bonus Agreements and much more.

• **Legal Services for Personnel and Labor Relations.**

1. All personnel advisory and related employment advice to human resources has been provided by Mr. Christensen and this firm(s) for the last eighteen (18) years. We are familiar with the issues that confront the Commission and have advised the staff concerning these. Many conflict opinions have been reviewed for the Commission. Hundreds of legal opinions have been issued by this firm to the Commission within the last eighteen (18) years to aid the Commission in complying with applicable laws and regulations.
2. General Counsel has advised the Commission staff in prior union negotiations and is available to do so again, as and when requested.

• **To Perform all Legal Services Related to Affordable Housing Program Restrictions and Compliance.**

1. All negotiation and drafting of documentation for affordable housing restrictions for the Commission, under HOME requirements, Housing Trust Fund requirements, inclusionary requirements, Coastal Affordable requirements, HOPWA, SHP and all others have been provided by Christensen & Spath LLP. All loan documentation and covenants, conditions and restrictions have been drafted by this office.
2. Negotiation and drafting of affordable housing restrictions and liens has been and is currently being provided by this firm in the form of declarations of covenants, conditions and restrictions and deeds of trust securing these restrictions. Memoranda of liens are also prepared and utilized as are grants with conditions affecting the real property involved.
3. Christensen & Spath has filed numerous actions to enforce restrictions, if demand letters and meetings were not sufficient. In many cases, mere demand letters were sufficient. In the case of *SDHC vs. Cameron*, Christensen & Spath LLP, obtained title to property that was not being utilized by Cameron in accordance with the restrictions. Many other actions were filed to enforce restrictions, examples are available upon request. In the case of *Martinez vs. SDHC*, the Commission was able to settle a lawsuit and maintain over \$144,000 in money collected because of the Martinez' breach of the occupancy restrictions (The defense of the case was paid for by the insurer of the Commission). See also the case of Housing Authority of the City of San Diego vs. Bank of America referenced above, where the Commission obtained a TRO against a foreclosure and then obtained a full reconveyance of a deed of trust in favor of the Bank of America without the payment of any money by the Commission.
4. Christensen & Spath LLP has been involved in the negotiation of "settlement"

documents for occupancy compliance. We have done this in cooperation with Ms. Vicki Monce and Sandy Simon over the years. In most cases, litigation was not necessary and compliance settlements were obtained. Examples are the Persekian matter, the Jernigan matter, the case of Martinez vs. SDHC, SDHC vs. Cameron; SDHC vs. Bank of America, and many others. Another example of a compliance settlement without litigation was the Tartakoff matter, where a first time homebuyer's compliance with occupancy requirements was obtained without the filing of a lawsuit, through negotiation.

5. We have consulted with Loan Management over issues concerning the affordable restrictions on all types of projects. We have drafted documents for all forms of restrictions and have been involved in negotiations with borrowers over issues over the programs on numerous occasions.
6. We have revised all of the affordable program over the years at the request of the Commission, based upon experience and Board direction. We continue to be available to make each of the programs more workable.

In short, all of the services requested by the Commission have been provided to the Commission during the last eighteen (18) year period. We are available to continue to do so and want to continue as the General Counsel to the Commission.



SOLICITATION, OFFER AND AWARD			San Diego HOUSING COMMISSION									
1. CONTRACT NUMBER		2. TYPE OF SOLICITATION		3. DATE ISSUED								
		<input type="checkbox"/> Invitation for Bids <input checked="" type="checkbox"/> Negotiated (RFQ)										
4. ISSUED BY San Diego Housing Commission 1122 Broadway, Suite 300 San Diego, CA 92101			5. ADDRESS OFFER TO (if other than item 4)									
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".												
<b>SOLICITATION</b>												
6. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 4 or if hand carried, deliver to 1122 Broadway, Suite 300, San Diego, CA 92101 until 3:00pm PST March 30, 2008												
CAUTION: Late Submissions, Modifications, and Withdrawals: See Section III. All offers are subject to terms and conditions contained in this solicitation.												
7. FOR INFORMATION CALL		7A. Name Lori Briere		7B. Telephone (No Collect Calls)								
		Area Code 619		Number 578-7665								
		Ext.		7C. Other Contact Info.								
				Fax #: 619-578-7352								
				Email Address: lorib@sdhc.org								
<b>B. TABLE OF CONTENTS</b>												
(A)	Sec.	Description	Page(s)	(B)	Sec.	Description	Page(s)					
	A.	Summary	3		G.							
	B.	Scope of Services	6		H.							
	b.	Submittal Instructions	9		I.							
	D.	Required Submittal Documents	12		J.							
	E.	Sample Contract	24		K.							
	F.											
<b>OFFER (Must be fully complete by offeror)</b>												
8. I, in accordance with the above, the undersigned agrees, if this offer is accepted, within _____ calendar days (50 calendar days unless a different period is inserted by offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the prices set opposite each item, delivered at the designated points), with the time specified in the Schedule.												
9. DISCOUNT FOR PROMPT PAYMENT		<input type="checkbox"/> 10 Calendar Days (%) <input type="checkbox"/> 20 Calendar Days (%) <input type="checkbox"/> 30 Calendar Days (%) <input checked="" type="checkbox"/> 5 Calendar Days (%)										
11. ACKNOWLEDGMENT OF ADDENDUMS (The offeror acknowledges receipt of addendums to this Solicitation for Offers and related documents numbered and dated)		<table border="1"> <thead> <tr> <th>Addendum</th> <th>Date</th> <th>Addendum No.</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Addendum	Date	Addendum No.	Date				
Addendum	Date	Addendum No.	Date									
12A. NAME AND ADDRESS OF OFFEROR Christensen & Spath LLP 550 West C Street, Ste. 1660 San Diego, CA 92101		13. Name and Title of Person Authorized to Sign Offer (Type or Print) Charles B. Christensen Managing Partner										
12B. Telephone Number Area Code Number Ext.		14. Signature 		15. Offer Date 3/30/09								
		12C. Check if Remittance Address is different from above. Enter such address on an attachment										
<b>AWARD (To be completed by the Commission)</b>												
16. ACCEPTED AS TO ITEMS NUMBERED		17. AMOUNT		18. AUDITOR'S CERTIFICATE INFORMATION								
19. AUTHORIZATION for using other than full and open competition		20. SUBMIT INVOICES TO ADDRESS SHOWN IN (2 COPIES unless otherwise specified)		21. Item # 22								
22. ADMINISTERED BY (if other than item 7)		22. Payment will be made by: San Diego Housing Commission Business Services Dept 1122 Broadway, Suite 300 San Diego, CA 92101										
23. NAME OF CONTRACTING OFFICER OR FULLY AUTHORIZED REPRESENTATIVE (Type or Print)				25. Award Date								
<small>24. Signature of Contracting Officer or Fully Authorized Representative</small>												

IMPORTANT: Award will be made on this Form or by authorized official written notice

FORM 444 Updated 3/4/2008

BID PROPOSAL FORM (Attachment 2)

San Diego Housing Commission  
Attention: Lori J. Brierre  
1122 Broadway, Suite 300  
San Diego, CA 92101

1. The undersigned, having made myself familiar with the local conditions affecting the cost of the work, the services to be performed for the Commission and with the Specifications (including the Invitation for Bids, Instructions to Bidders, this Bid, the form of Non-Collusive Affidavit, the form of Contract, and Addenda, if any thereto, as prepared by San Diego Housing Commission staff), proposes to furnish such services, when and as requested, at the prices indicated in the attached Bid Quotation Sheets for the time covered by this contract.

The undersigned, as bidder, agrees that:

2. In submitting this bid, it is understood that the San Diego Housing Commission reserves the right to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to bidder within 60 days after the opening thereof, bidder agrees to execute and deliver a contract in the prescribed form and furnish any required performance and payment bonds within ten (10) days after the contract is presented to bidder for signature.

3. Attached hereto is an affidavit in proof that bidder has not entered into any collusion with any person in respect to this proposal or any other proposal or the submission of proposals for this contract.

4. Certification of nonsegregated facilities. By signing this bid, bidder certifies that segregated facilities are not and will not be maintained or provided for employees of bidder at any establishments owned by bidder, and bidder does not and will not permit employees to perform their services at any location, under the control of bidder, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees, which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder further agrees that (except where identical certifications from proposed subcontractors for specific time periods has been obtained) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; that such certifications will be retained in bidder's files; and that a notice will be forwarded to proposed subcontractors as provided in the instruction to bidders.

5. Addenda. All addenda, bulletins, letters, etc., bound with specifications or issued during the bidding period, are included in the Contract documents, and shall be considered in the amount of bid. The receipt of such addenda, if any, is acknowledged hereinafter (Fill In below):

ADDENDUM NO. \_\_\_\_\_ DATED

ADDENDUM NO. \_\_\_\_\_ DATED

6. Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, Section 4100, Division 5, Title 1 of the Government code of the State of California) and any amendments thereof, each bidder sets forth below: (a) the name and location of place of business of each subcontractor who will perform work or labor or render service to the bidder in construction, improvement, repair or maintenance to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder, fabricates and installs a portion of the work, improvement, repair or maintenance in an amount in excess of one-half of one percent of the bidder's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The bidder shall list only one subcontractor for each such portion as is defined by the bidder in this bid.

If a bidder fails to specify a subcontractor or if a bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform and shall perform that portion him/herself.

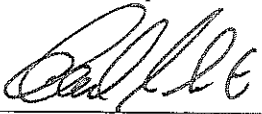
No bidder whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of the one-half of one percent of the bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized by the San Diego Housing Commission.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

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

Date: March 23, 2009

Name of Bidder (Contractor)  
Christensen & Spath LLP

By:   
Charles B. Christensen, State Bar No. 56728

Title: Managing Partner

Official Address: 550 West C Street, Suite 1660  
San Diego, CA 92101

San Diego Housing Commission  
Attention: Lori J. Brierre  
1122 Broadway, Suite 300  
San Diego, CA 92101

1. The undersigned, having made myself familiar with the local conditions affecting the cost of the work, the services to be performed for the Commission and with the Specifications (including the Invitation for Bids, Instructions to Bidders, this Bid, the form of Non-Collusive Affidavit, the form of Contract, and Addenda, if any thereto, as prepared by San Diego Housing Commission staff), proposes to furnish such services, when and as requested, at the prices indicated in the attached Bid Quotation Sheets for the time covered by this contract.

The undersigned, as bidder, agrees that:

2. In submitting this bid, it is understood that the San Diego Housing Commission reserves the right to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to bidder within 60 days after the opening thereof, bidder agrees to execute and deliver a contract in the prescribed form and furnish any required performance and payment bonds within ten (10) days after the contract is presented to bidder for signature.

3. Attached hereto is an affidavit in proof that bidder has not entered into any collusion with any person in respect to this proposal or any other proposal or the submission of proposals for this contract.

4. Certification of nonsegregated facilities. By signing this bid, bidder certifies that segregated facilities are not and will not be maintained or provided for employees of bidder at any establishments owned by bidder, and bidder does not and will not permit employees to perform their services at any location, under the control of bidder, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees, which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder further agrees that (except where identical certifications from proposed subcontractors for specific time periods has been obtained) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; that such certifications will be retained in bidder's files; and that a notice will be forwarded to proposed subcontractors as provided in the instruction to bidders.

5. Addenda. All addenda, bulletins, letters, etc., bound with specifications or issued during the bidding period, are included in the Contract documents, and shall be considered in the amount of bid. The receipt of such addenda, if any, is acknowledged hereinafter (Fill In below):

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

6. Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, Section 4100, Division 5, Title 1 of the Government code of the State of California) and any amendments thereof, each bidder sets forth below: (a) the name and location of place of business of each subcontractor who will perform work or labor or render service to the bidder in construction, improvement, repair or maintenance to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder, fabricates and installs a portion of the work, improvement, repair or maintenance in an amount in excess of one-half of one percent of the bidder's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The bidder shall list only one subcontractor for each such portion as is defined by the bidder in this bid.

If a bidder fails to specify a subcontractor or if a bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform and shall perform that portion him/herself.

No bidder whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of the one-half of one percent of the bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized by the San Diego Housing Commission.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

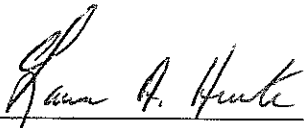
Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: March 16, 2009

Name of Bidder (Contractor)

Huerta & Associates

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

  
Lawrence A. Huerta

Title: Owner

Official Address: 401 West "A" Street, Suite 1400  
San Diego, CA 92101

## STATEMENT OF BIDDER'S QUALIFICATIONS (Attachment 3)

All questions must be answered. All information must be clear and complete. Attach additional pages if needed.

1. Name of bidder  
Christensen & Spath LLP
2. Names and titles of principals  
Charles B. Christensen, Managing Partner;  
Walter F. Spath, III, Partner
3. Names of authorized signatories  
Charles B. Christensen or Walter F. Spath, III
4. Permanent main office address:  
  
550 West C Street, Suite 1660, San Diego, CA 92101  
  
Phone (619) 236-9343 ext 102  
Fax (619) 236-8307  
E-Mail cbc@candslaw.net
5. When organized May 29, 2002
6. Where incorporated:  
Articles of Limited Liability Partnership filed in California
7. Check if your firm has been certified by CalTrans as a Minority Business Enterprise \_\_\_\_\_, Women Business Enterprise \_\_\_\_\_, or Disabled Veteran Business Enterprise \_\_\_\_\_. \*\*Obtained State of California Small Business Certification. See Attached Certification from State of California Office of Small Business and DVBE Certifications.  
\*\*Date Certification issued: 12/16/2008  
\*\*Date Certification expires: 12/31/2009  
\*\*State of California Certification Number: 36509.
8. Number of years engaged in business under your present name? One (However, name change for firm in business since 2002.)
9. List at least three private or public firms that you have supplied/provided with similar services to that in this solicitation. Include a contact name and telephone number.

San Diego Housing Commission, Rick Gentry, President and CEO, SDHC, 619-578-7531; and Carrol Vaughan, COO and Executive Vice President, SDHC, 619-578-7544.

CDC of National City, Patricia Beard, 619-336-4255

Redevelopment Agency of the City of San Marcos, Charlie Schaffer, 760-744-1050

San Diego Association of Governments, Julie Wiley, 619-699-6966

10. Have you ever defaulted on a contract?  Yes  No

If yes, what was the name of the contract? \_\_\_\_\_

What was the reason for default? \_\_\_\_\_

11. Have you refused to sign a contract after award of the bid?  
 Yes  No

If yes, what was the name of the contract?

What was the reason for refusal? \_\_\_\_\_

12. List the number of current employees and any branch offices: 7
13. Attach written evidence of amount and type of credit available. None currently needed but could obtain credit in any amount reasonably needed.
14. Upon request, will you complete a detailed Financial Statement and furnish any other information required by the Housing Commission?  Yes  No
15. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Commission, verifying the declarations included in this Statement of Bidder's Qualifications.

Christensen & Spath LLP

(Name of Bidder)

By: 

\_\_\_\_\_  
(Signature of Bidder's Representative)

Charles B. Christensen

Title: Managing Partner

Date: March 23, 2009

## STATEMENT OF BIDDER'S QUALIFICATIONS (Attachment 3)

All questions must be answered. All information must be clear and complete. Attach additional pages if needed.

1. Name of bidder  
Lawrence A. Huerta, Huerta & Associates
2. Names and titles of principals  
Lawrence A. Huerta
3. Names of authorized signatories  
Lawrence A. Huerta
4. Permanent main office address :  
  
401 West A Street, Suite 1400, San Diego, CA 92101  
  
Phone (619) 236-7944  
Fax (619) 236-7986  
Email HUERTALA@PACBELL.NET
5. When organized N/A. Sole Proprietorship.
6. Where incorporated:  
Not Applicable.
7. Check if your firm has been certified by as a Minority Business Enterprise XX, Women Business Enterprise \_\_\_\_\_, or Disabled Veteran Business Enterprise .  
\*\*Obtained Certification as an MBE by Greater San Diego Business Development Council and National Minority Supplier Development Council (NMSDC) Renewal certificate of certified MBE status pending with Greater San Diego Business Development Council and NMSDC.  
\*\*Date Certification issued: March 17, 2009 ATTACHED  
\*\*Date Certification expires: November 1, 2009  
See attached. Previously certified through Cal Trans Certification CT-025447. Currently expired. (copy attached). Also previously certified through Supplier Clearinghouse for the California Public Utilities Commission, currently expired May 24, 2008. (copy attached).
8. Number of years engaged in business under your present name? Since 1995.



9. List at least three private or public firms that you have supplied/provided with similar services to that in this solicitation. Include a contact name and telephone number.

San Diego Housing Commission, through Christensen & Spath LLP.  
William Reichert, Esq., Wells Fargo Bank, N.A. (213) 253-3906  
C. Larry Davis, Esq. SDG&E, 619-699-5023

10. Have you ever defaulted on a contract?  Yes  No

If yes, what was the name of the contract? \_\_\_\_\_

What was the reason for default? \_\_\_\_\_

11. Have you refused to sign a contract after award of the bid?  
 Yes  No

If yes, what was the name of the contract?

What was the reason for refusal? \_\_\_\_\_

12. List the number of current employees and any branch offices: 1  
13. Attach written evidence of amount and type of credit available. Wells Fargo Business Checking Account. American Express Credit Card (furnished upon request.)  
14. Upon request, will you complete a detailed Financial Statement and furnish any other information required by the Housing Commission?  Yes  No  
15. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Commission, verifying the declarations included in this Statement of Bidder's Qualifications.

Huerta & Associates

(Name of Bidder)

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



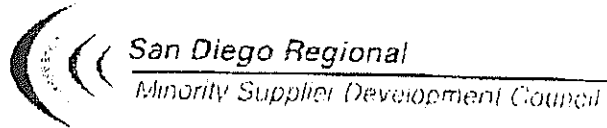
(Signature of Bidder's Representative)

Lawrence A. Huerta

Title: Owner

March 16, 2009

Date: March 16, 2009



March 17, 2009

Larry Huerta  
Huerta & Associates  
401 West A Street, Ste. 1400  
San Diego, CA 92101

Dear Larry,

I am pleased to inform you that the San Diego Regional Minority Supplier Development Council has approved your recertification as a Minority Business Enterprise (MBE). Enclosed is your new certificate, which is valid through November 01, 2009.

Continuing to serve you as the premier business organization that links private sector corporations with minority businesses is our primary goal.

I look forward to your continued participation in our events and special programs.

Sincerely,

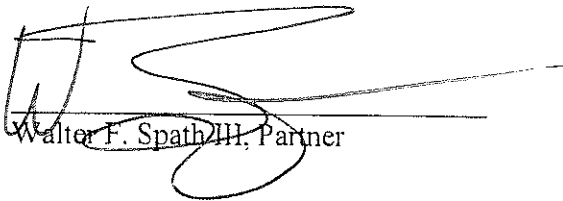
A handwritten signature in black ink, appearing to read "Ronald B. Garnett". The signature is stylized with a large, sweeping initial "R" and a long horizontal stroke extending to the right.

Ronald B. Garnett  
President & CEO

CERTIFICATE AS TO CORPORATE PRINCIPAL (Attachment 4)

I, WALTER SPATH, certify that I am A PARTNER of the company named as Contractor herein; that CHARLES B. CHRISTENSEN, who signed this Contract on behalf of the Contractor, was then MANAGING PARTNER of said company; that said Contract was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE (NONE EXISTS)  
SEAL

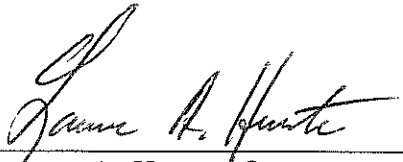


Walter F. Spath III, Partner

**CERTIFICATE AS TO CORPORATE PRINCIPAL (Attachment 4)**

I, LAWRENCE A. HUERTA, certify that I am THE OWNER of the company named as Contractor herein; that LAWRENCE A. HUERTA, who signed this Contract on behalf of the Contractor, was then OWNER of said company; that said Contract was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its powers.

CORPORATE (NONE APPLICABLE)  
SEAL



\_\_\_\_\_  
Lawrence A. Huerta, Owner

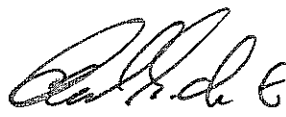
NON-COLLUSIVE AFFIDAVIT (Attachment 5)

(Prime Bidder)

State of California )  
 )  
County of San Diego )

Charles B. Christensen being first duly sworn, deposes and says:

That he is the Managing Partner of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of San Diego or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

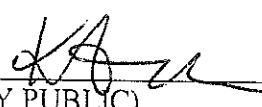


(Partner) Charles B. Christensen

Subscribed and sworn to before me KENTON HOPPAS, NOTARY PUBLIC

this 23 day of MARCH, 2009

My commission expires: April 22, 2009

  
(NOTARY PUBLIC)



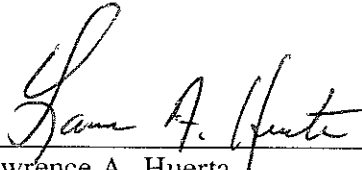
NON-COLLUSIVE AFFIDAVIT (Attachment 5)

(Prime Bidder)

State of California )  
 )  
County of San Diego )

Lawrence A. Huerta being first duly sworn, deposes and says:

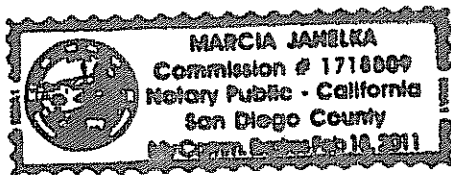
That he is the Owner of the subcontractor to Christensen & Spath LLP making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of San Diego or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

  
\_\_\_\_\_  
Lawrence A. Huerta

Subscribed and sworn to before me Marcia Jabelka

this 16th day of March, 2009

My commission expires: Marcia Jabelka  
(NOTARY PUBLIC)



**CERTIFICATE OF COMPLIANCE (Attachment 6)**

**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 State and Federal laws and guidelines, which provide 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 & Spath LLP

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 affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Charles B. Christensen

Name of Authorized Official



Signature of Authorized Official

3-23-09

Date March 23, 2009

3-23-2009

Date March 23, 2009



**EQUAL OPPORTUNITY EXHIBITS**

Exhibit 1 - \*Certificate of Compliance (Attachment 6)

Exhibit 2 - \*Report of San Diego County Workforce (Attachment 7)

**\*Required Submittal Documents**

**CERTIFICATE OF COMPLIANCE (Attachment 6)**

**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 State and Federal laws and guidelines, which provide 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**

Huerta & Associates

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 affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Lawrence A. Huerta

\_\_\_\_\_  
Name of Authorized Official

*Lawrence A. Huerta*  
\_\_\_\_\_  
Signature of Authorized Official

*March 16, 2009*  
\_\_\_\_\_  
Date March 16, 2009

\_\_\_\_\_  
Date March 16, 2009

*March 16, 2009*  
\_\_\_\_\_  
Date March 16, 2009

\_\_\_\_\_  
Date March 16, 2009

## EQUAL OPPORTUNITY EXHIBITS

Exhibit 1 - \*Certificate of Compliance (Attachment 6)

Exhibit 2 - \*Report of San Diego County Workforce (Attachment 7)

### **\*Required Submittal Documents**

Payroll Ending Date: 3/15/2009 Name of Contractor: Christensen & Spath LLP  
 Signature of Contractor: [Signature]

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

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Caucasian
- (6) Other Ethnicity

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial												
Professional Specialty										2		
Engineers/Architects									3	2		
Technicians and Related Support												
Sales												
Administrative Support/Clerical												
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-Construction Laborers*												
TOTALS FOR EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES									3	4		
*NON-PROFIT AGENCIES ONLY												
President												
Vice President												
Secretary												
Treasurer												
TOTALS FOR EACH COLUMN												

\*Gender and minority composition of the board is required above. Please substitute titles of officers or board members as necessary.

Workforce Report of San Diego County SAN DIEGO HOUSING COMMISSION 1122 Broadway Suite 300, San Diego, CA 92101

Payroll Ending Date: March 15, 2009 Name of Contractor: Huerta & Associates, Lawrence A. Huerta  
 Signature of Contractor: *Lawrence A. Huerta*

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

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Caucasian
- (6) Other Ethnicity

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial				1								
Professional Specialty			1									
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical												
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-Construction Laborers*												
TOTALS FOR EACH COLUMN			1	1								
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES												
*NON-PROFIT AGENCIES ONLY												
President												
Vice President												
Secretary												
Treasurer												
TOTALS FOR EACH COLUMN			1	1								

\*Gender and minority composition of the board is required above. Please substitute titles of officers or board members as necessary.

OCCUPATIONAL CATEGORY LIST

<u>Executive, Administrative and Management</u>	Equipment Cleaners
Executive, Administrative Management Related	Helpers
<u>Professional Specialty</u>	Laborers
Engineers, Architects, Surveyors	
Mathematical and Computer Scientists	<u>Services</u>
Health Diagnosing	Private Households
Health Assessment and Treating	Protective Services
Teachers, Post-secondary	Supervisors, Protective Services
Teachers, Except Post-secondary	Firefighting and Fire Prevention
Counselors, Educational and Vocational	Police and Detectives
Librarians, Archivists, Curators	Guards
Social Scientists and Urban Planners	Supervisors, Food Preparation and Services
Social, Recreation and Religious Workers	Health Services
Lawyers and Judges	Cleaning and Building Service
<u>Technicians and Related Support</u>	
Health Technologists and Technicians	
Engineering and Related Technologists and Technicians	
Technicians, Except Health, Engineering and Service	
<u>Sales</u>	
Supervisors and Proprietors	
Sales Representatives, Finance and Business Services	
Sales Representatives, Commodities except Retail	
Sales Workers, Retail and Personal Services	
<u>Administrative Support</u>	
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	
<u>Precision Production, Craft and Repair</u>	
Supervisors, Mechanics and Repairers	
Vehicle and Mobile Equipment Mechanics and Industrial	
Machinery Repairer	
Machinery Maintenance	
Electrical and Electronic Equipment Repairers	
Heating, Air Conditioning, Refrigeration Mechanics	
Other Mechanics and Repairers	
Supervisors Construction	
Construction Trades, Except Supervisors	
Extractive Occupations	
Precision Production Occupations	
<u>Machine Operators, Assemblers and Inspectors</u>	
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	
<u>Transportation and Material Moving</u>	
Motor Vehicle Operators	
Rail Transportation Occupations	
Water Transportation Occupations	
Material Moving Equipment Operators	
<u>Handler, Equipment Cleaners, Helpers and Laborers</u>	
Handlers	

Firms  
FEE SCHEDULE  
Exhibit "A"

**FEES**

PARTNER AND MR. HUERTA.....	\$150.00/Hr.
SR. ASSOCIATE .....	\$145.00/Hr.
ASSOCIATE .....	\$140.00/Hr.
PARALEGAL .....	\$115.00/Hr.
LAW CLERK .....	\$100.00/Hr.

**\* RATES FROZEN FOR 3 YEARS-THEN SUBJECT TO INCREASE IN OPTION PERIOD(S) BASED  
CPI INCREASES**

**\* THE RATES FOR ATTORNEYS (PARTNERS ARE SAME, ASSOCIATES ARE LESS) ARE LOWER  
THAN THE EXISTING RATES**

Exhibit "B"

**EXPENSES-REIMBURSABLE**

MILEAGE (LOCAL MILEAGE EXCLUDED) .....	\$0.55
COPYING.....	\$0.10/PAGE
FAX.....	\$0.25/PAGE
U.S. POSTAGE.....	BILLED AT ACTUAL COST
REASONABLE TRAVEL EXPENSES (IF ANY) .....	AT RATE PREAPPROVED BY COMMISSION

**\* DISCOUNT OF 2% ON FEES MONTHLY FOR PAYMENTS RECEIVED WITHIN 5 DAYS**

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

1. Name of CONTRACTOR: Christensen & Spath LLP
2. Addresses and ZIP Code: 550 West C Street, Suite 1660, 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).
  - (X) A partnership known as: Christensen & Spath LLP  
(Name)  
**Check one**
    - ( ) General Partnership (Attach statement of General Partnership)
    - (X) 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: June 1, 2002, amended August 15, 2008
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, 70% interest

Walter F. Spath III, Partner, 30%

- 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

Walter F. Spath, III

550 West C Street, Suite 1660

San Diego, CA 92101

Position Title (if any and  
extent of interest

Sr. Partner, 70%

Partner, 30%

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.

Yes, one former partner withdrew from the partnership effective August 15, 2008.

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.

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

Worker's Compensation/General Liability

Barney & Barney, LLC  
Attention: Mr. Wilhelm Morales  
P.O. Box 85638  
San Diego, CA 92186  
(888) 661-3938

Barney & Barney, LLC  
Attn: Mr. Wilhelm Morales  
P.O. Box 85638  
San Diego, CA 92186  
(888) 661-3938

- 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 Occurrence/\$2,000,000 per occurrence

Check coverage(s) carried:

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

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

Check coverage(s) carried: \$1,000,000 per occurrence and \$2,000,000 aggregate / Also see State Farm Insurance Company Certificate for \$1,000,000 per occurrence through State Farm Insurance

- (X) Comprehensive Form
- (X) Owned
- (X) Hired

(X ) 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 6/15/09)
  - d. Professional Liability (Errors and Omissions) [Attach certificate of insurance showing the amount of coverage and coverage period(s)] Through 5/29/09  
Certificate shows \$2,000,000 aggregate with \$2,000,000 each occurrence
  - 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.

Governmental Entity  
Making Complaint

Date

Resolution

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 Agency	Description License	License Number	Date Issued (original)	Status (current) (yes/no)
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	246759	12/01/06	Yes (Ferber)
Cal. Bar	Lic. Prac. Law	258043	12/01/08	Yes (Deering)
Cal. Bar	Lic. Prac. Law	259152	12/04/08	Yes (Growcock)

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. In fact, we have been timely performing for the San Diego Housing Commission since June of 1991.

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 & Spath LLP is uniquely qualified to perform all of the services requested within the RFP 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 18 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 35 years of legal experience and Mr. Spath has in excess of 13 years of legal experience. The firm's expertise is specialized within the areas of service requested by the Commission. Mr. Spath has drafted all legal documentation on complex loan and real estate deals for the SDHC since 2002, when he became a partner, with the aid and assistance of Mr. Christensen. All litigation since 2002 has been handled under the supervision of Mr. Christensen as the lead trial lawyer.

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, COMMISSION, etc.)	<u>Status</u> (Current, delinquent repaid, etc.)	<u>Dollar</u> <u>Amount</u>
June 2002	COMMISSION	Current	\$500,000 per year base contract.

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 23rd day of March, 2009, 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 & Spath LLP

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

Charles B. Christensen

Title: Managing Partner

Date: March 23, 2009

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

ATTEST:

Subscribed and sworn to before me this 23 day of MARCH  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature of Notary  
KENTON HOPPAS

My COMMISSION Expires: April 22, 2009





# CERTIFICATE OF REGISTRATION

THE STATE BAR OF CALIFORNIA

certifies that having complied with the requirements of the statutes of the State of California and applicable rules and regulations pertaining to Limited Liability Partnerships,

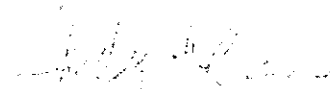
CHRISTENSEN & SPATH, LLP

is registered as a

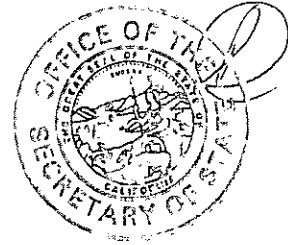
LIMITED LIABILITY PARTNERSHIP

*Certificate Number:* 52353

*Date:* AUGUST 19, 2008



Judy Johnson, Executive Director



State of California  
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 22 2006

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



# State of California Secretary of State

## LIMITED LIABILITY PARTNERSHIP AMENDMENT TO REGISTRATION

A \$30.00 filing fee must accompany this form  
IMPORTANT - Read instructions before completing this form.

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

AUG 19 2008

This Space For Filing Use Only

1. Secretary of State File Number:  
202002154001

2. Name of registered limited liability partnership or foreign limited liability partnership:  
Christensen Schwerdtfeger & Spath LLP

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY.

A. Registered limited liability partnership or foreign limited liability partnership name  
Christensen & Spath LLP

B. The address of the principal office:

Address

City

State

Zip Code

C. The name of the agent for service of process:

D. If an individual, California address of the agent for service of process:

Address

City

State CA

Zip Code

E. The business in which the limited liability partnership shall engage: (Check One)

Practice of Architecture

Practice of Public Accountancy

Practice of Law

Related

F. Indicate whether the limited liability partnership is complying with the alternative security provisions

YES. Attach Alternative Security Provision (LLP-3).

NO

G. Other matters to be included in this Amendment to Registration. Attach additional pages, if necessary.

4. Total number of pages attached, if any: 0

5. Declaration: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed

Signature of Authorized Partner

Walter F. Spath III

8/15/08

Type or Print Name of Authorized Partner Date

Signature of Authorized Partner

Type or Print Name of Authorized Partner Date

6. RETURN TO:

NAME

Charles B. Christensen

FIRM

Christensen & Spath LLP

ADDRESS

550 West C Street, suite 1660

CITY/STATE

San Diego, CA 92101

ZIP CODE

SEC/STATE (REV 03/2005)

FORM LLP-2 - FILING FEE \$30.00  
Approved by Secretary of State



**PRODUCER**

BARNEY & BARNEY LLC  
PO BOX 85638  
SAN DIEGO, CA 92186  
(888) 661-3938  
SV280 882

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

CHRISTENSEN & SPATH LLP  
550 WEST C STREET, SUITE 1660  
SAN DIEGO, CA 92101

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT  
INSURER B FARMINGTON CASUALTY COMPANY  
INSURER C  
INSURER D  
INSURER E

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	680-4547L498-08	06/15/2008	06/15/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPI/OP AGG	\$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY - EA ACC AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below:	UB-7011Y379-08	06/15/2008	06/15/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - DESIGNATED PERSON/ORGANIZATION, CG T4 91 AS RESPECTS TO GENERAL LIABILITY, SUBROGATION AGAINST THE SAN DIEGO HOUSING COMMISSION HAS BEEN WAIVED PER CG D1 86 X-TEND ENDORSEMENT.

**CERTIFICATE HOLDER**

THE SAN DIEGO HOUSING COMMISSION  
ATTN: CARROL VAUGHAN  
1122 BROADWAY, STE 300  
SAN DIEGO, CA 92101

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

---

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED-DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of person or organization:**

THE SAN DIEGO HOUSING COMMISSION  
ATTN: CARROL VAUGHAN

1122 BROADWAY, STE 300

SAN DIEGO CA 92101

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.



COLLINS INSURANCE AGENCY, INC. LICENSE #0579990

Auto-Life-Health-Home and Business E-mail: [MYLES.COLLINS.BY22@STATEFARM.COM](mailto:MYLES.COLLINS.BY22@STATEFARM.COM)

10717 CAMINIO RUIZ SUITE 238

SAN DIEGO, CA 92126

Office: (858) 271-6400 Fax: (858) 271-6465

\*\*\*\*\*FAX TRANSMISSION\*\*\*\*\*

Date 3/10/2009

TO: Chuck Christensen

FROM: Sylvia

FAX NUMBER: (619) 236-8307

RE: Certificate of Insurance for Additional Insured.

NUMBER OF PAGES (INCLUDING FAX COVER) 2

MESSAGE



# CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

- This certifies that:
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
  - STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
  - STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
  - STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
  - STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: CHRISTENSEN, CHARLES & SOSAN							
ADDRESS OF NAMED INSURED: 2684 Jonquil Drive San Diego, CA 92106							
POLICY NUMBER	517 8867 F22 55 K						
EFFECTIVE DATE OF POLICY	12-22-2008 CONTIN UOUS, RENEWS 6 MC						
DESCRIPTION OF VEHICLE (Including VIN)	2004 Lincoln Navigator						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person							
Each Accident							
b. Property Damage							
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident	1MM /1MM/1MM						
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$ 1000 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$ 1000 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

<i>Myles J. Collins</i>		AGENT	858 271-6400	3/10/2009
Signature of Authorized Representative		Title	Agent's Code Number	Date
Name and Address of Certificate Holder		Name and Address of Agent		
SAN DIEGO HOUSING COMMISSION 1122 BROADWAY STE 300 SAN DIEGO, CA 92101		MYLES J. COLLINS AGENCY 10717 CAMINO RUIZ #238 SAN DIEGO, CA 92126		
ADDITIONAL INSURED				

INTERNAL STATE FARM USE ONLY:  Request permanent Certificate of Insurance for liability coverage.  
 122429.3 Rev. 07-26-2005  Request Certificate Holder to be added as an Additional Insured.



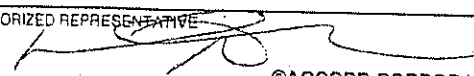
<b>PRODUCER</b>  Barney & Barney P.O. Box 85638 San Diego, CA 92186	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>COMPANIES AFFORDING COVERAGE</b>	
<b>INSURED</b>  Christensen & Spath, LLP 550 West C Street, Suite 1660 San Diego, CA 92101	COMPANY LETTER <b>A</b>	Federal Insurance Company
	COMPANY LETTER <b>B</b>	
	COMPANY LETTER <b>C</b>	
	COMPANY LETTER <b>D</b>	
	COMPANY LETTER <b>E</b>	

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. PREMISES LIABILITY				GENERAL AGGREGATE	
					PRODUCTS-COMP/OP AGG	
					PERSONAL & ADV INJURY	
					EACH OCCURRENCE	
					Damage to rented Premises	
					MED. EXPENSE (Any one person)	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
A	OTHER <b>Professional Liability Insurance</b>	68027712	05/29/2008	05/29/2009	Each Claim Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 \$10,000 deductible each claim or related claims.

<b>CERTIFICATE HOLDER</b> The San Diego Housing Commission Carrol Vaughan 1122 Broadway, Suite 300 San Diego, CA 92101	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
--	---

AUTHORIZED REPRESENTATIVE  
  
 ©ACCORD CORPORATION 1990

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

1. Name of CONTRACTOR: Huerta & Associates
2. Addresses and ZIP Code: 401 West "A" Street, Suite 1400, San Diego, CA 92101
3. Telephone Number: (619) 236-7944
4. Name of Principal Contact for CONTRACTOR: Charles B. Christensen
5. Federal Identification Number or Social Security Number of CONTRACTOR:  
33-0695190
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:  
**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: Not Applicable
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, 70% interest  
Walter F. Spath III, Partner 30%
- 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

<u>Name, Address and ZIP Code</u>	<u>Position Title (if any and extent of interest</u>
-----------------------------------	--

Lawrence A. Huerta 401 West A Street, Suite 1400 San Diego, CA 92101	100% Owner, sole proprietor Huerta & Associates
--	--

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

N/A

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

Worker's Compensation/General Liability

Through Christensen & Spath LLP  
As a Independent Contractor  
See Christensen & Spath LLP  
Disclosure Form for Information

State Compensation Insurance Fund  
P.O. Box 85488, San Diego, CA 92186

- 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. Through Christensen & Spath LLP. See Coverage for Christensen & Spath LLP
- b. For Huerta & Associates, Business Liability of \$1,000,000, Aggregate \$ 2,000,000 through State Farm General Insurance Company.

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)] See Christensen & Spath LLP Statement. Also Lawrence A. Huerta maintains \$500,000 automobile policy through Automobile Club of Southern California.

Check coverage(s) carried: See Certificate Attached to Christensen & Spath LLP

- Comprehensive Form  
 Owned

- (X) Hired
- (X) Non-Owned

c. Workers Compensation [Attach certificate of insurance showing the amount of coverage and coverage period(s)]. To be provided after award.

Amount required by State Per Accident/Each Disease/Each Employee

d. Professional Liability (Errors and Omissions) [Attach certificate of insurance showing the amount of coverage and coverage period(s)] Covered by Christensen & Spath LLP Professional Liability coverage

Certificate shows 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>Making Complaint</u>	<u>Date</u>	<u>Resolution</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:

<u>Governmental Agency</u>	<u>Description</u>	<u>License Number</u>	<u>Date Issued</u>	<u>Status</u>
			<u>(original)</u>	<u>(current) (yes/no)</u>
Cal. Bar Huerta).	Lic. Prac. Law	110721	12/1983	Yes. (Lawrence A.
Cal. Driver's Lic.	Drivers	N4378233	02/02/06	Yes

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.

• See Resume and Statement of Qualifications.

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, COMMISSION, etc.)	<u>Status</u> (Current, delinquent repaid, etc.)	<u>Dollar</u> <u>Amount</u>
-------------	---	--	--------------------------------

Subcontractor to Christensen & Spath and prior firms since 1999. Amount of compensation is within the contract awarded to Christensen & Spath LLP. There is no separate contract with the Commission.



## CONSENT TO PUBLIC DISCLOSURE BY CONTRACTOR

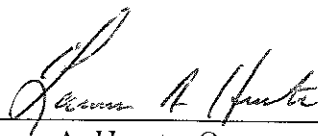
By providing the "Personal Information", (if any) as defined in Section 1798.3(a) of the Civil Code of the State of California (to the extent that it is applicable, if at all), requested herein and by seeking a loan from, a grant from, a contract with, the sale of real estate to, the right to develop 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 16th day of March, 2009, at San Diego, California.

CONTRACTOR:  
Huerta & Associates

By:   
Lawrence A. Huerta, Owner

March 16, 2009

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.

Executed this <sup>16<sup>th</sup></sup>~~23~~rd day of March, 2009, at San Diego, California.

CONTRACTOR:  
Huerta & Associates

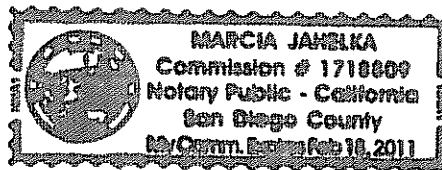
By: *Lawrence A. Huerta*  
Lawrence A. Huerta

ATTEST:

Subscribed and sworn to before me this 16<sup>th</sup> day of March, 2009.

*Marcia Janelka*  
Signature of Notary

My COMMISSION Expires: February 18, 2011





1074-F409 R

Named Insured and Mailing Address

HUERTA, LAWRENCE ALEXANDER  
DBA HUERTA & ASSOCIATES  
610 W ASH ST STE 1900  
SAN DIEGO CA 92101-3350

BUSINESS POLICY - SPECIAL FORM 3

Cov A - Inflation Coverage Index: N/A  
Cov B - Consumer Price Index: 189.7

**AUTOMATIC RENEWAL** - If the POLICY PERIOD is shown as 12 MONTHS, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Policy Period:** 12 Months The policy period begins and ends at 12:01 am standard time at the premises location.  
**Effective Date:** AUG 21 2004  
**Expiration Date:** AUG 21 2005

Named Insured: Individual

Location of Covered Premises:

610 W ASH ST STE 1900  
SAN DIEGO CA 92101-3350

Coverages & Property

Limits of Insurance

Occupancy: Office

Section I	
A Buildings	Excluded
B Business Personal Property	\$ 30,000
C Loss of Income - 12 Months	\$ Actual Loss
Section II	
L Business Liability	\$ 1,000,000
M Medical Payments	\$ 5,000
Products-Completed Operations (PCO) Aggregate	\$ 2,000,000
General Aggregate (Other Than PCO)	\$ 2,000,000

Deductibles - Section I

\$ 500 Basic

In case of loss under this policy, the deductible will be applied to each occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Forms, Options, and Endorsements

Special Form 3	FP-6143
Policy Endorsement	FE-6506.2
Terrorism Insurance Cov Notice	FE-6999
Amendatory Endorsement	FE-6205
Tree Debris Removal	FE-6451
Business Policy Endorsement	FE-6464
Amendatory Collapse	FE-6551

POLICY PREMIUM \$ 500.00  
Minimum Premium

Discounts Applied:  
Years in Business  
Protective Devices  
Sprinkler

Continued on Reverse Side of Page

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared  
AUG 31 2004  
P-8030.2C  
06/1993

JN03

Counter signed

By Rod Thelen Agent

ROD THELEN  
(619) 234-4882  
IS

Your policy consists of this page, any endorsements and the policy form. PLEASE KEEP THESE TOGETHER.

U-12- 1074-F410 U 3 F

000214

HUERTA, LAWRENCE ALEXANDER  
DBA HUERTA & ASSOCIATES  
401 W A ST STE 1400  
SAN DIEGO CA 92101-7993

Business- Office Policy  
JAN 08 2009 to JAN 08 2010

DATE DUE SEE BALANCE DUE NOTICE

CONTINUED

**Forms, Options, and Endorsements**

Off Premises Coverage	FE-6486
Additional Insured Endorsement	FE-6494
Personal Injury Exclusion	FE-6346
Advertising Injury Excl	FE-6345
Inc Cost and Demolition Cov	FE-6587
Terrorism Insurance Cov Notice	* FE-6999 . 1

Effective: JAN 08 2009



**PROOF OF INSURANCE**  
Interinsurance Exchange of the  
Automobile Club

**VEHICLES ON POLICY**  
YEAR MAKE VEH I.D.#  
2004 TOYO JTEDP21A340024567  
2004 LEXUS JTHBN36F140130669

Named Insured Policy Number: G 7453094

HUERTA, ANN & LARRY

Effective Date: 03-03-09 Expiration Date: 03-03-10

FOLD HERE

**DRIVERS ON POLICY**  
HUERTA, ANN K  
HUERTA, LARRY A

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy

**Charles Christensen**

---

**From:** SBDVBEcert@dgs.ca.gov  
**Sent:** Tuesday, December 16, 2008 9:22 PM  
**To:** Charles Christensen  
**Subject:** SB/DVBE Certification Approval-REF #36509

Congratulations! This is to confirm that you have been approved with the State of California, Department of General Services as a SMALL BUSINESS

Your reference number (REF #) is 36509 and your certification is valid from 12/16/2008 to 12/31/2009.

You will be notified about six weeks prior to your expiration to renew your certification.

Your certification is not transferable. The new owner(s) must apply for their own certification.

The following links provide information on the various program benefits and tasks that you must perform to maintain your approved status.

1. Small Business and DVBE Services homepage - <http://www.pd.dgs.ca.gov/smbus>
2. Maintaining Your Certification Status - <http://www.pd.dgs.ca.gov/smbus/maintcert.htm>
3. Reporting a Change - <http://www.pd.dgs.ca.gov/smbus/certupdate.htm>
4. Prompt Payment Program - <http://www.pd.dgs.ca.gov/promptpay/default.htm>

If you need further assistance, please contact the Office of Small Business and DVBE Services (OSDS) by email at [SBDVBECert@dgs.ca.gov](mailto:SBDVBECert@dgs.ca.gov) or by phone at (916) 375-4940.

Regards,

State of California  
Department of General Services  
Procurement Division  
The Office of Small Business and DVBE Services



*San Diego Regional*  
*Minority Supplier Development Council*

This certifies that

# Huerta & Associates

has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council (NMSDC) and as adopted by the San Diego Regional Minority Supplier Development Council.

NAICS Codes: 541990; 541110; 561611; 624190

March 17, 2009

Date Issued

Certificate Number

SD00142

November 01, 2009

Expiration Date

President / CEO

AN AFFILIATE OF NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL (NMSDC)

