



EXECUTIVE SUMMARY

MEETING DATE: January 16, 2026

HCR26-010

SUBJECT: Approval of Amendments to Increase the Compensation Limits of On-Call Contracts for Relocation Consulting Services (CS-23-03A and CS-23-03B)

COUNCIL DISTRICT: Citywide

ORIGINATING DEPARTMENT: Real Estate

CONTACT/PHONE NUMBER: Josh Hoffman (619) 727-4491

REQUESTED ACTION:

Approve the execution of amendments to increase the compensation limits on a pair of competitively solicited, on-call contracts with Clark Land Resources, Inc. (CS-23-03A), and Overland, Pacific, & Cutler, LLC (CS-23-03B) for Relocation Services in an amount not to exceed \$450,000 for each contract to provide temporary relocation services required to plan and complete property rehabilitation efforts in Fiscal Years 2026 and 2027 at San Diego Housing Commission-owned properties, including a proposed acquisition with State Homekey+ funding.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (SDHC) has an ongoing need to maintain and improve the real estate portfolio of properties it currently owns and/or manages.
- To meet this need more effectively, SDHC staff identified engaging in on-call contracts for Relocation Consulting Services as a procurement method that enables staff to execute routine and reoccurring construction-type projects quickly and efficiently.
- These contracts with pre-approved vendors do not guarantee minimum work for the contracts and are utilized solely based on SDHC's needs on an "on-call" basis within approved budgets.
- On August 10, 2022, SDHC issued Request for Proposal (RFP) # CS-23-03 to solicit On-Call Relocation Services. The RFP closed on September 6, 2022, and SDHC received three proposals.
- The two highest-scoring proposals were awarded contracts—Clark Land Resources, Inc. (Clark), and Overland, Pacific, & Cutler, LLC (OPC).
- On October 19, 2022, SDHC executed separate contracts with Clark and OPC for On-Call Relocation Consultant Services for up to \$200,000 each for a one-year term from October 15, 2022, through October 14, 2023. The first, second and third one-year options to extend the contracts were subsequently executed, with the contract capacity in the third option year increased to \$250,000 for each contract pursuant to delegations of authority approved with SDHC's Fiscal Year 2026 budget.
- SDHC Development Services construction efforts at SDHC-owned properties planned for Fiscal Year 2026 and anticipated for Fiscal Year 2027, including a proposed property acquisition with State Homekey+ funding, will require a higher level of relocation assistance than in prior years.
- SDHC seeks to amend the agreements with Clark and OPC to provide relocation consulting services.
- SDHC would continue to utilize these contracts on an on-call, as-needed basis with a maximum annual capacity of \$450,000 (as noted above) for each contract.
- The funding sources and uses proposed to be approved by this action were included in the Housing Authority-approved FY 2026 SDHC budget.



REPORT

DATE ISSUED: January 8, 2026

REPORT NO: HCR26-010

ATTENTION: Chair and Members of the San Diego Housing Commission Board of Commissioners
For the Agenda of January 16, 2026

SUBJECT: Approval of Amendments to Increase the Compensation Limits of On-Call Contracts
for Relocation Consulting Services (CS-23-03A and CS-23-03B)

COUNCIL DISTRICT: Citywide

REQUESTED ACTION

Approve the execution of amendments to increase the compensation limits on a pair of competitively solicited, on-call contracts with Clark Land Resources, Inc. (CS-23-03A), and Overland, Pacific, & Cutler, LLC (CS-23-03B) for Relocation Services in an amount not to exceed \$450,000 for each contract to provide temporary relocation services required to plan and complete property rehabilitation efforts in Fiscal Years 2026 and 2027 at San Diego Housing Commission-owned properties, including a proposed acquisition with State Homekey+ funding.

STAFF RECOMMENDATION

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

- 1) Authorize the execution of amendments to increase the maximum compensation on a pair of competitively solicited, on-call, relocation consulting services contracts with Clark Land Resources, Inc., and Overland, Pacific, & Cutler, LLC in an amount not to exceed \$450,000 for each contract to provide relocation services to support planned SDHC property rehabilitation efforts in Fiscal Years 2026 and 2027 at SDHC-owned properties, including a proposed acquisition with State of California (State) Homekey+ funding.
- 2) Authorize SDHC's President and Chief Executive Officer (President and CEO), or designee, to substitute the identified contract funding sources with other available funding sources as long as the total activity budget amount after substitution does not exceed the total Board-approved budget, should the operational need arise or should actions be to the benefit of SDHC and its mission.
- 3) Authorize SDHC's President and CEO, or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and to take such actions as are necessary and/or appropriate to implement these approvals upon the advice of General Counsel, provided that a copy of the documents, signed as to form by General Counsel, is submitted to each Housing Commissioner.

SUMMARY

SDHC has an ongoing need to maintain and improve the real estate portfolio of properties it currently owns and/or manages. The properties include affordable rental housing sites, limited liability company sites, public housing sites, and permanent supportive housing sites. To meet this need more effectively, SDHC staff identified engaging in on-call contracts for Relocation Consulting Services as a procurement method that enables staff to execute routine and reoccurring construction-type projects

January 8, 2026

Approval of Amendments to Increase the Compensation Limits of On-Call Contracts for Relocation Consulting Services (CS-23-03A & CS-23-03B)

Page 2

quickly and efficiently. These on-call contracts were solicited to proactively replace depleted and expiring contracts and help SDHC meet its plans to maintain and improve its real estate portfolio for a period of five years, if all available annual renewal options were exercised. These contracts with pre-approved vendors do not guarantee minimum work for the contracts and are utilized solely based on SDHC's needs on an "on-call" basis within approved budgets.

On August 10, 2022, SDHC issued Request for Proposal (RFP) # CS-23-03 to solicit On-Call Relocation Services. The RFP closed on September 6, 2022, and SDHC received three proposals. Each proposal was scored by the evaluation committee according to criteria set forth in the RFP. The scoring criteria are attached to this report as Attachment 1. The two highest-scoring proposals were awarded contracts in an amount not to exceed \$200,000 each. On October 19, 2022, SDHC and Clark Land Resources, Inc. executed contract number CS-23-03A for On-Call Relocation Consultant Services for up to \$200,000 for a one-year term from October 15, 2022, through October 14, 2023. The original contract with Clark is attached to this report as Attachment 2. On October 9, 2023, and September 9, 2024, the first and second one-year options to extend were executed, respectively. On October 1, 2025, the third one-year option to extend was executed and increased the contract capacity to \$250,000, the maximum amount allowed without SDHC Board action, pursuant to delegations of authority approved with SDHC's Fiscal Year 2026 budget.

On October 19, 2022, SDHC and Overland, Pacific, & Cutler, LLC executed contract number CS-23-03B for On-Call Relocation Consultant Services for up to \$200,000 for a one-year term from October 15, 2022, through October 14, 2023. The original contract with OPC is attached to this report as Attachment 3. On October 3, 2023, and September 11, 2024, the first and second one-year options to extend were executed, respectively. On October 13, 2025, the third one-year option to extend was executed and increased the contract capacity to \$250,000, the maximum amount allowed without SDHC Board action, pursuant to delegations of authority approved with SDHC's Fiscal Year 2026 budget.

SDHC Development Services construction efforts at SDHC-owned properties planned for Fiscal Year 2026 and anticipated for Fiscal Year 2027, including a proposed property acquisition with State Homekey+ funding, will require a higher level of relocation assistance than in prior years. Anticipated efforts that may require the use of services provided by this contract include SB721-required repairs to entry stairs and walkways at the 144-unit Kearny Vista and 45-unit Hillcrest Inn properties, elevator repairs to the 192-unit Valley Vista property, and re-piping and interior unit rehabilitation efforts at senior, family, and Public Housing sites. The anticipated needs and costs of required relocation services for these efforts will exceed the remaining capacity of the current contract options for CS-23-03A and CS-23-03B and limit access to the contracted services for other ongoing projects, such as the relocation efforts required to acquire and complete upgrades at Starling Place, as well as efforts to plan and prepare for the Fiscal Year 2027 department project pipeline.

SDHC seeks to amend the agreements with Clark Land Resources, Inc. and Overland, Pacific & Cutler, LLC to provide relocation consulting services. Clark Land Resources, Inc. and Overland, Pacific & Cutler, LLC provided costs and rates during the competitive solicitation process that were deemed fair and reasonable. SDHC would continue to utilize these contracts on an on-call, as-needed basis with a maximum annual capacity of \$450,000 (as noted above) for each contract. The contracts would be administered in accordance with the associated Standard Operating Procedures.

Clark Land Resources, Inc. is uniquely qualified to provide relocation services at SDHC's permanent supportive housing properties and has previously assisted with limited temporary relocation efforts at SDHC's Kearny Vista, Pacific Village and Presidio Palms properties. Similarly, Overland, Pacific & Cutler, LLC has facilitated prior agency re-piping efforts with commensurate success. These companies have demonstrated the specialized skills and experience needed to provide the resident populations at SDHC's properties with the level of diplomacy and empathy needed to ensure that temporary relocation

January 8, 2026

Approval of Amendments to Increase the Compensation Limits of On-Call Contracts for Relocation Consulting Services (CS-23-03A & CS-23-03B)

Page 3

plans are executed as smoothly as possible to meet the needs of the residents during the construction process and help avoid delays in construction and additional costs. Additionally, utilizing the existing contracts extends previously negotiated pricing structures.

Contract and project forms have been developed to ensure SDHC-required provisions are included within each of the contracts. These provisions include prevailing wages and requirements of Section 3 of the HUD Act of 1968 (Section 3). Applicable federal, state and local prevailing wage labor compliance requirements shall apply to all of the proposed contracts.

NONDISCRIMINATION ASSURANCE

At SDHC, we're about people. We are committed to ensuring a compassionate, person-centered approach to SDHC's programs, policies, projects and activities and to serving our community impartially, fairly and without bias. We are also committed to ensuring compliance with all applicable federal, state, and local laws and protections to the extent that they affect this action relative to nondiscrimination. All contractors are required to submit Equal Opportunity Contracting forms and Workforce Reports with each contract execution or renewal.

SDHC STRATEGIC PLAN

This item relates to the following Core Values and Strategic Priority in SDHC's Strategic Plan for Fiscal Years 2026-2030:

Core Values

- Treat our clients, staff, community, and partners fairly and with dignity and respect.
- Commit to transparency and being strong financial stewards.
- Collaborate with partners for the best outcomes for San Diegans.

Strategic Priority

Create and Preserve Housing

FISCAL CONSIDERATIONS

The funding sources and uses proposed to be approved by this action were included in the Housing Authority-approved FY 2026 SDHC budget. Approving this action will allow the project team to begin planned pipeline efforts in a manner that is safe and considerate for property residents. Approval of sources and uses required for contract scope performed in future years will be included in the SDHC budget proposed for approval by the Housing Authority for that fiscal year.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders include residents at properties that SDHC owns and/or manages and SDHC's Development Services Department.

ENVIRONMENTAL REVIEW

California Environmental Quality Act

The on-call relocation services are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities), which allows the operation, repair, maintenance permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Any affected tenants will be relocated to existing properties.

National Environmental Policy Act

The parties agree that the provision of any federal funds as the result of this action is conditioned on

January 8, 2026

Approval of Amendments to Increase the Compensation Limits of On-Call Contracts for Relocation Consulting Services (CS-23-03A & CS-23-03B)

Page 4

the City of San Diego's final NEPA review and approval. NEPA review will be conducted on an as-needed basis.

Respectfully submitted,

Josh Hoffman

Josh Hoffman
Vice President, Development Services
Real Estate Division

Approved by,

Jeff Davis

Jeff Davis
Deputy Chief Executive Officer
San Diego Housing Commission

Attachments:

- 1) RFP Evaluation Criteria
- 2) Original contract with Clark Land Resources, Inc.
- 3) Original contract with Overland, Pacific & Cutler, LLC

A printed copy is available for review during business hours at the information desk in the main lobby of SDHC's offices at 1122 Broadway, San Diego, CA 92101. Docket materials are also available in the "Governance & Legislative Affairs" section of SDHC's website at www.sdhc.org.



Evaluator Scoring Worksheet

Evaluators will read the Request for Proposals requirements and then review the proposal response and assess how well it meets the needs of the Commission as defined by the RFP.

Evaluator Worksheet will be used by the evaluators. Evaluators will record their score in the shaded box on the Evaluator Worksheet. Scores will be based on the number of points for each Evaluation Criteria, which is provided in the Scoring Range column of the worksheet. *Please list any company strengths and weaknesses on the back of this form.*

Evaluator Worksheet

Evaluation Criteria	Description of Criteria	Total Allowable Points	Consultant's Points
Cost:	<ul style="list-style-type: none">Reasonableness of the rates and competitiveness of this amount with other offers received.Proposed pricing in relation to evaluated company experience, qualifications and services offered.	40	
Technical:	<p>Company provide detailed information regarding firm's technical capabilities to include but not limited to:</p> <ul style="list-style-type: none">Quality, comprehensiveness and clarity of submitted proposal response.Statement of company's understanding of the work to be performed and the company's ability to carry out the specified Scope of Work.Company's Proposed Project Approach. Communication Plan, Methodology and Quality Assurance/Quality Control Plans	30	
Qualifications and Experience:	<ul style="list-style-type: none">Level of experience with similar organizational structures, work group facilitation, Housing Authorities or other public agencies.Firm's and project team's relevant qualifications and experience providing such services as outlined in the Scope of Services including Relocation Consultant ServicesRecord of completing work on scheduleQuality of references (minimum of three)	30	

Total: _____

Company Name: _____

Evaluator's Name: _____

Evaluator's Signature: _____ Date: _____



Strengths:

Weaknesses:

Attachment 2

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR ON-CALL RELOCATION CONSULTANT SERVICES
WITH
CLARK LAND RESOURCES, INC.

(\$250,000 or Less and Other than Construction or Development)

Contract No. CS-23-03A

This Agreement, dated for reference this ____ day of _____ 2022, is entered into between the San Diego Housing Commission (the “Commission”) and each of its affiliated liability companies selected below (the “SDHC LLCs”) (together with the Commission, the “Commission Parties”), on the one hand, and Clark Land Resources, Inc. (“Contractor”), on the other hand.

- Belden SDHC FNMA LLC, a California limited liability company
- Central SDHC FHA LLC, a California limited liability company
- Central SDHC FNMA LLC, a California limited liability company
- Northern SDHC FHA LLC, a California limited liability company
- Northern SDHC FNMA LLC, a California limited liability company
- Southern SDHC FHA LLC, a California limited liability company

The Commission Parties and Contractor have the following addresses and telephone numbers:

The Commission Parties:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
Tel.: 619-231-9400

Contractor:

CLARK LAND RESOURCES, INC.
9150 Chesapeake Drive, Suite 190
San Diego, California 92123
Tel.: 760-758-1562

This Agreement is made in accordance with the following terms and conditions:

101. **Definitions.** When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the “Schedule of Definitions,” attached hereto as Attachment A and incorporated herein in full by this reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. **Description of Work.** Contractor shall provide services, supplies, and/or materials to the Commission Parties as specified in the Scope of Work.

103. **Term of Agreement.** The term of this Agreement shall be October 15, 2022, through October 14, 2023 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

(a) **Extensions.** Provided that Contractor is not in default under the terms of this Agreement, the Commission, on its own behalf and on behalf of any one or more of the Commission Parties, may extend the term for one or more periods (each such period, an “Extension Period”) totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission Parties subject to the extension hereunder shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) **Options.** The Commission, on its own behalf and on behalf of any one or more of the Commission Parties, may also extend the term for four (4) additional one (1)-year periods (each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement, specifying the Commission Parties as to which such extension shall be applicable, or pursuant to a written agreement between the Commission and Contractor. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term, as applicable to the extending Commission Parties.

(c) **Additional Terms.** Nothing in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission Parties and may be exercised in the Commission’s sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. **Compensation.** The Commission Parties shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms.

(a) **Maximum Compensation.** Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission Parties shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless the Compensation Terms provide for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) **Method of Payment.** Except as may otherwise be provided by the Compensation Terms, the Commission Parties will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission Parties. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) include such other information or certifications as the Commission Parties may specify in writing from time to time. The Commission Parties, in their sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. **Insurance Requirements.** Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, the single-limit insurance policies checked below in the minimum amounts specified below. Contractor must initial next to all checked boxes.

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

(a) **Requirements for All Policies.** The Commission Parties, the Authority, and the City shall be named as certificate holders and additional insureds on all insurance policies required by this Section. Each policy shall provide that it may not be canceled, amended, terminated, or otherwise modified except upon thirty (30) days advance written notice to the Commission Parties, the Authority, and the City. Each policy shall be endorsed with a waiver of subrogation whereby each of Contractor's insurers shall waive all rights of subrogation against the Commission Parties, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor's insurers that arise out of or relate to Contractor's performance under this Agreement. Coverage shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission Parties may reasonably specify. For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required by this Section shall be primary and non-contributory to any insurance carried by the Commission Parties, the Authority, or the City.

106. **Necessary Approvals.**

(a) In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Agreement to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Agreement must be approved by the Board of

Commissioners of the Commission in order to be binding upon any of the Commission Parties. In no event shall the Commission Parties be bound by this Agreement unless and until such approval, if required, is obtained.

(b) In the event that the initial amount of this Agreement exceeds, or a change order increases the total amount of this Agreement to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Agreement may require approval by the Housing Authority in order to be binding upon the Commission Parties. In no event shall the Commission Parties be bound by this Agreement unless and until such approval, if required, is obtained.

107. **Agreement Documents.** In addition to this instrument, this Agreement includes the Schedule of Definitions, the General Conditions, the Scope of Work, the Compensation Terms, the Prevailing Wage Attachment, the COVID-19 Protocols and Acknowledgment, and the General HUD Provisions, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 18 of the General Conditions.

108. **Counterparts; Electronic Execution.** This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any “electronic signature” in accordance with California Civil Code section 1633.2.

[Signature Page Follows]

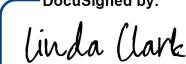
Signature Page to Agreement for On-Call Relocation Consultant Services with Clark Land Resources, Inc. (Contract No: CS-23-03A):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

Contractor:

Clark Land Resources, Inc.

DocuSigned by:

By:  047AC38DC1E441A...

Name: Linda Clark

Title: President

Date: 10/12/2022

Commission:

San Diego Housing Commission

DocuSigned by:

By:  4C3E9D2EACCE404...

Name: Suket Dayal

Title: Exec. Vice President, Business Administration, and Chief Financial Officer, as Designee

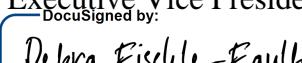
Date: 10/19/2022

By:  73FC0317B0464E3...

Name: Emily Jacobs

Title: Executive Vice President, Real Estate

Date: 10/19/2022

By:  1615CDA770CC4AC...

Name: Debra Fischle-Faulk

Title: Senior Vice President Compliance & Equity Assurance

Date: 10/19/2022

Belden SDHC FNMA LLC,

a California limited liability company

By: San Diego Housing Commission,
a public agency

Its: Sole Member

DocuSigned by:

By:  FF0040404B64474...

Jeff Davis

Interim President and Chief Executive
Officer

Date: 10/19/2022

Northern SDHC FNMA LLC,

a California limited liability company

By: San Diego Housing Commission,
a public agency

Its: Sole Member

DocuSigned by:

By:  FF0040404B64474...

Jeff Davis

Interim President and Chief Executive
Officer

Date: 10/19/2022

Northern SDHC FHA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency

Its: Sole Member

DocuSigned by:

By:

Jeff Davis

EE0040404B64474...

Jeff Davis
Interim President and Chief Executive
Officer

Date: 10/19/2022

Central SDHC FHA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency

Its: Sole Member

DocuSigned by:

By:

Jeff Davis

EE0040404B64474...

Jeff Davis
Interim President and Chief Executive
Officer

Date: 10/19/2022

Approved as to Form:

Christensen & Spath LLP

DocuSigned by:

By:

Charles B. Christensen

Name: Charles B. Christensen

Title: General Counsel, San Diego Housing Commission

DS
MS

Central SDHC FNMA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency

Its: Sole Member

DocuSigned by:

By:

Jeff Davis

EE0040404B64474...

Jeff Davis
Interim President and Chief Executive
Officer

Date: 10/19/2022

Southern SDHC FHA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency

Its: Sole Member

DocuSigned by:

By:

Jeff Davis

EE0040404B64474...

Jeff Davis
Interim President and Chief Executive
Officer

Date: 10/19/2022

10/12/2022

10/18/2022

Date: _____

Attachment A
Schedule of Definitions

1. “Agreement” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
3. “Authority” means the Housing Authority of the City of San Diego.
4. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
5. “City” means the City of San Diego.
6. “Claims” means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
7. “Commission” means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the Commission’s authorized officers, employees, and agents.
8. “Commission Parties” means the Commission and the SDHC LLCs, collectively, and “Commission Party” means any one of the Commission Parties, individually. When this Agreement specifies an action to be taken or withheld by a Commission Party, “Commission Party” shall include such Commission Party’s authorized officers, employees, and agents.
9. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
10. “Conflict” means circumstances, known to Contractor, that would conflict with Contractor’s performance of the terms of this Agreement or place a Commission Party and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission Parties, the Authority, or the City may be jeopardized.
11. “Contract Number” means the number specified next to the phrase “Contract No.” at the top of this Agreement.
12. “Contractor” means the Party, other than the Commission Parties, identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers,

partners, limited partners, employees, agents, and subcontractors.

13. “COVID-19 Protocols and Acknowledgment” means the terms and conditions specified in Attachment F to the Agreement.

14. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).

15. “General Conditions” means the terms and conditions specified in Attachment B to the Agreement.

16. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.

17. “General HUD Provisions” means the terms and conditions specified in Attachment G to the Agreement.

18. “Indemnitee” means the Commission Parties, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.

19. “Inspecting Agency” means the Commission and any of its duly authorized representatives.

20. “Initial Term” shall have the meaning ascribed thereto by Section 103.

21. “Maximum Compensation” shall have the meaning ascribed thereto by Section 104.

22. “Option Period” shall have the meaning ascribed thereto by Section 103(b).

23. “Parties” means the Commission Parties and Contractor, collectively, and “Party” means any of the Parties, individually.

24. “Prevailing Wage Attachment” means the terms and conditions specified in Attachment E to the Agreement.

25. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.

26. “SDHC LLCs” means the Commission’s affiliated limited liability companies selected at the beginning of this Agreement, collectively, and “SDHC LLC” means any one of the SDHC LLCs, individually. When this Agreement specifies an action to be taken or withheld by an SDHC LLC, “SDHC LLC” shall include such SDHC LLC’s authorized officers, employees, and agents.

27. “Schedule of Definitions” shall have the meaning ascribed thereto by Section 101.

28. “Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

Attachment B **General Conditions**

1. **Status of Contractor.** Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission Parties, the Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission Parties a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission Parties' direction concern the expected results of performance under this Agreement.

(b) Contractor shall have no authority to bind the Commission Parties in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission Parties, whether by contract or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission Parties.

2. **Designated Representative.** Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days written notice to the Commission Parties.

3. **Ownership of Materials and Documents.** Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission Parties from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission Parties whenever requested to do so by the Commission Parties. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

4. **Non-disclosure.** The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any non-party, except as previously authorized by the Commission Parties in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission Parties during the term of this Agreement or at any time thereafter except as previously authorized by the Commission Parties in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission Parties, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission Parties in form and substance reasonably satisfactory to the Commission Parties.

(a) **Exception.** Nothing in this Section shall apply to the disclosure of any information that:

(i) was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by a Commission Party;

- (ii) subsequently becomes publicly known through no act or omission of Contractor;
- (iii) becomes known to Contractor from a third party other than the Commission Parties, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with one or more of the Commission Parties if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;
- (iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 6250 et seq.; or
- (v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives written notice of such requirement to the Commission Parties prior to such disclosure, if permitted by law; such notice shall be reasonably calculated to provide the Commission Parties sufficient time and information to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.

5. **Contractor's Indemnification Liability.** Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contractor pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.

6. **Correction of Work.** Performance of the terms of this Agreement shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission Parties, provided such work is due to the acts or omissions of Contractor and, with respect to any given Commission Party, has not been accepted in writing by an authorized representative of such Commission Party.

7. **Compliance with Laws and Policies.** Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission Parties or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission Parties to terminate this Agreement immediately upon written notice to Contractor.

8. **California Equal Opportunity Requirement.** During the performance of this Agreement, Contractor agrees as follows:

- (a) Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they

discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission Parties upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.
- (d) Contractor and its subcontractors shall give written notice of their obligations under this Section 8 to labor organizations with which they have a collective bargaining or other agreement.
- (e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

9. **Records.** Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

- (a) **Accounting Records.** In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.
- (b) **Inspection and Photocopying.** At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.
- (c) **Copies of Records.** Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the such Inspecting Party for the purposes described above in Subsection (b).

(d) Storage. Contractor shall store all Project Records for a period of not less than five (5) years after Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission Parties and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) Flow Down. Contractor shall include the terms of this Section, including the terms of this Subsection, in each of its subcontracts and shall cause each of its subcontractors to do the same.

10. **Subcontracting**. No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission Parties, which they may withhold in their sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission Parties and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission Parties.

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

(b) Contractor's Liability. Contractor shall be fully liable for the acts and omissions of its subcontractors, and their employees, agents, and contractors, as though such acts and omissions were those of Contractor itself.

11. **Assignment**. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission Parties. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission Parties to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission Parties.

12. **Preference for Domestic Materials**. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.

13. **Preparation of Written Reports or Documents.** Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission Parties shall specify the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be specified in a separate section of such document or written report.

14. **Termination.** The Commission Parties may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission Parties determine such termination is in their interest. If this Agreement is terminated, the Commission Parties shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission Parties may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.

15. **Patents and Copyrights.** The Commission Parties hereby reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.

16. **Drug-free Workplace.** Contractor certifies to the Commission Parties that it will provide a drug-free workplace and will:

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

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

- (i) The dangers of drug abuse in the workplace.
- (ii) Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

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

17. **Plan of Operations.** Contractor shall submit to the Commission Parties a complete plan of operations. Contractor shall promptly notify the Commission Parties of any changes to the plan

of operations.

18. **Labor Law**. Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

If checked, additional state prevailing wage terms are specified in the Prevailing Wage Attachment, which is hereby incorporated in this Agreement in full by this reference.

If checked, additional federal prevailing wage terms are specified in the Prevailing Wage Attachment, which is hereby incorporated in this Agreement in full by this reference.

19. **Entire Agreement**. This Agreement represents the sole and entire Agreement between the Commission Parties and Contractor and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as 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 each Party.

20. **Waiver**. No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

21. **Successors in Interest**. The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

22. **Drafting Ambiguities**. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.

23. **Signing Authority**. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission Parties with evidence, satisfactory to the Commission Parties, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of

California.

24. **Conflict Between Agreement and Attachments.** To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission Parties shall apply.

25. **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.

26. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.

27. **Headings.** All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

28. **Attorney's Fees and Costs.** In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

29. **Remedies Upon Default.** The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the Scope of Work (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize the health, safety, or general welfare of Contractor's clients or members of the public, the Commission Parties shall give seven (7) days written notice to Contractor, detailing the nature of such breach and requiring Contractor to cure such breach within such seven-day period. In the event that such a breach is not timely cured, the Commission Parties shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Agreement, the right to cause another contractor or the Commission Parties to take over the duties under the terms of the Agreement, the right to sue for damages, specific performance or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of members of the public is jeopardized, the Commission Parties shall have the right to terminate the Agreement immediately upon written notice to Contractor. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission Parties shall have the right to recoup any and all funds that may have been advanced to Contractor and that have not been earned.

The failure of the Commission Parties to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. Contractor shall give seven (7) days written notice to cure any such breach to the Commission Parties. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

30. **Notices**. All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (i) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (ii) three (3) business days the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's addresses as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice given as specified in this Section from time to time.

31. **Audit Requirements**. Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Agreement. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contact.

32. **Contractor Evaluation Program**. An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at <https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/>, as amended from time to time, and are incorporated herein in full by this reference.

33. **Interests of Current or Former Commissioners, Officers, and Employees**. No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement 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 such work, shall, during such person's tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this Section may result in unilateral and immediate termination of this Agreement by the Commission Parties upon written notice to Contractor.

34. **Conflicts of Interest; Disclosure of Economic Interests**. Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:

(a) No later than thirty (30) days after the execution of this Agreement;

(b) Annually on or before April 1 of each year;

(c) Within thirty (30) days after full performance of this Agreement, such date of full performance to be determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Maurcell Gresham, Director of Procurement, at maurcell@sdhc.org within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a "consultant." Additionally, upon the cessation of a consultant's legal relationship with Contractor, Contractor shall notify such consultant of the consultant's responsibility to file a Form 700 with the City's Clerk's Office within thirty (30) days of such termination or expiration.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission Parties to terminate this Agreement immediately upon written notice to Contractor.

35. Procedure for Handling Conflicts of Interest. Except upon the prior, written consent of the Commission Parties, which they may withhold in their sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements with clients that began prior to the execution of this Agreement.

(a) **Meet and Confer.** Contractor shall promptly notify the Commission Parties in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission Parties to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission Parties, in order to continue to perform services for such client and the Commission Parties without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission Parties may terminate this Agreement immediately upon written notice to Contractor.

(b) **When Consent Is Given.** If and when the Commission Parties have consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such client that will enable Contractor to comply fully with such terms.

(c) **Termination.** Failure to follow the procedures of this Section shall entitle the Commission Parties to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission Parties may unilaterally and immediately terminate this

Agreement upon written notice to Contractor if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in such individual's capacity as an employee of any of the Commission Parties, participated in negotiations with or otherwise had an influence on the selection of Contractor.

36. **Information Requests.** Upon the request of any Commission Party, Contractor shall promptly, and in all cases within 20 days, provide any information and/or documentation related to Contractor's expenditure of funds for the purposes of this Agreement.

Attachment C **Scope of Work**

Contractor shall provide the Commission Parties with comprehensive relocation services for residents of properties to be acquired or rehabilitated by the Commission Parties, on an on-call, as needed basis and shall work closely with property management and service providers to ensure a smooth relocation process for each resident subject to relocation.

The Commission specializes in developing affordable housing for low-income residents, specifically permanent supportive housing for vulnerable populations such as: formerly homeless individuals; residents with developmental, behavioral, or physical disabilities; veterans; seniors; former foster youth; and families. Contractor represents that it understands, acknowledges, and has sufficient experience to meet the diverse and unique needs of these populations. To that end, Contractor shall:

- 1) Create relocation plans for acquisition/rehabilitation projects as directed by the Owner¹ and in accordance with Applicable Law, including applicable requirements imposed by grants and subrecipient agreements governing applicable funding. As needed, Contractor shall perform the following steps to estimate of the cost of relocation:
 - a) Gather and analyze information regarding the income of incumbent households in order to estimate the number of households that will probably exceed income limits for the proposed project (such households shall hereafter be referred to as “ineligible households”; households that will probably not exceed income limits shall hereafter be referred to as “eligible households”);
 - b) Review and comment on surveys of the appropriate surrounding rental apartment market provided by the Owner in order to opine as to the sufficiency of the proposed relocation budget for permanent relocation of ineligible households; and
 - c) Estimate the cost of the total permanent relocation benefits required using the data gathered.

Relocation plans shall also include, but not be limited to: a project description; an assessment of project relocation needs; a description available relocation resources; specification of relocation processes and procedures; a description of Applicable Law, and a detailed description of relocation benefits and administrative provisions required and imposed by Applicable Law.

- 2) Consult with the Owner in order to gain a comprehensive understanding of the nature of the subject acquisition or rehabilitation project for which services are requested and the potential sources of funding therefor in order to provide authoritative advice regarding the applicability and requirements of federal and/or state relocation laws and regulations. Such advice shall be included in the relocation plan as specified in the preceding paragraph.

¹ For purposes of this Scope of Work, “Owner” means the particular Commission Party that hold title to or is in the process of acquiring title to the property being acquired or rehabilitated.

- 3) Provide permanent relocation assistance to ineligible households that are eligible for permanent relocation benefits, to include presentation of, assistance in selecting and leasing, and facilitation of relocation to, available comparable accommodations.
- 4) Generate, issue, and collect acknowledgements as needed for all required legal and general notifications, translated as reasonably requested. Furnish a detailed record of this process to the Owner for its records and for delivery to financial partners, as required.
- 5) Generate, issue, and collect acknowledgements (as needed) for all ancillary noticing required as a result of relocation, such as for resident relocation meetings, pest control/fumigation, and/or construction activities, or as requested by the Owner, translated as reasonably requested by residents. Furnish a detailed record of this process to the Owner for its records and for delivery to financial partners, as required.
- 6) Revise, modify, and provide to the Owner for review and approval a memorandum of understanding (MOU) based on a template to be provided by the Owner or the Commission, with translated versions as reasonably requested by resident, inclusive of but not limited to the following terms and conditions: general relocation overview; essential reminders; exact dates and times related to the individual resident's relocation; and rules and responsibilities provided by the Owner, property management, the moving company, hotels used for temporary relocation, the general contractor, any fumigation or pest control company, and other parties, as needed. For each resident, ensure the resident signs the MOU, a copy is retained by the resident, and an electronic copy of the signed MOU is provided to the Owner.
- 7) For eligible households, conduct all household interviews necessary to facilitate relocation of residents to an approved temporary residence and to return back to their original residence after the completion of construction upgrades.
 - a) As applicable, ensure collected information includes requirements for potential relocations that may be shorter in nature and not require unit packing, such as those for elevator modernization activities, utility outages, or common area construction activities that will temporarily block access to units.
 - b) Contractor understands and acknowledges that residents may permanently vacate their units after being interviewed but before being relocated. Re-noticing and re-interviewing of such residents may be required.
- 8) Be the primary contact regarding and coordinate all matters regarding transportation, disposition of resident belongings, school, work, special units or hotel needs (such as medical beds, ground floor units, etc.), disabilities, pets, and any other extenuating circumstances. On behalf of the Owner, solicit and select competitive quotes for the requisite specialized vendors. Although the Owner shall contract with and pay these vendors directly, Contractor shall coordinate with these specialized vendors and act as their primary liaison as needed vis-à-vis residents, property and asset management, and the Owner.

- a) Contractor shall ensure that selected transportation providers are insured and licensed in accordance with Applicable Law.
- 9) For eligible households, identify appropriate temporary housing using hotel accommodations. Appropriate temporary housing should be near public transportation routes and less than one mile from grocery stores and other basic amenities. When identifying hotel accommodations, Contractor shall ensure that the following complimentary amenities are included on site:
 - a) Laundry facilities (washer and dryer);
 - b) Parking;
 - c) Wi-Fi;
 - d) Twenty-four hour staff;
- Contractor shall also ensure the following accommodations can be made:
 - e) Service and/or companion animals, and pets that have been approved by the Owner, shall be permitted;
 - f) Roll-in showers and other accessible features shall be provided for disabled residents as needed; and
 - g) Resident-specific medical furniture (such as medical beds or chairs) shall be accommodated as needed.
- 10) If requested by the Owner, secure competitive quotes from local hotels as required, using a scope of work approved by the Owner. Although the Owner shall pay for the hotel accommodations directly, Contractor shall be the primary contact regarding and coordinate all hotel relocation phases and act as the primary contact vis-à-vis the hotels, the residents, property and asset management, the Owner, and other related parties, as needed.
- 11) Contractor shall fund relocation costs (hotels, incidentals, transportation, etc.) on an as-needed basis, as requested by the Owner, subject to reimbursement in accordance with the Compensation Terms.
- 12) If requested by the Owner, secure competitive quotes from moving and storage vendors, using a scope of work approved by the Owner. Although the Owner shall pay for moving and storage costs directly, Contractor shall be the primary contact regarding and coordinate all moving and storage relocation phases and act as the primary contact vis-à-vis the movers, storage facilities, residents, property and asset management, the Owner, and other related parties, as needed.
- 13) Coordinate, administer, and be present at resident move out and move back and for any and all associated relocation administration, including but not limited to, providing written or verbal resident reminders. This includes the primary relocation as well as any and all ancillary moves.
- 14) Coordinate and administer all hotel accommodations, packing, moving, unit prep for fumigation or pest control, resident transportation, pet transportation, and storage.
- 15) Provide a relocation tracking system or use the tracking system provided by the Owner or the Commission, at the Owner's discretion. The tracking system should be used by the general relocation team (Owner, asset and property management, Contractor, movers, hotels, the

general contractor, pest control service providers, and other related parties) as needed. The tracking system must be updated monthly, or more frequently as directed by the Owner from time to time, upon Contractor's review of an updated rent roll provided each month by property management, as well as on an as-needed basis. The tracking data shall be editable by all members of the relocation team.

- 16) Review claim requests from residents, applying regulatory requirements and the Owner's requirements, and process relocations claims for approval by the Owner.
- 17) Coordinate, attend, and conduct resident group meetings as required.
- 18) Attend team meetings with Owner as required to coordinate relocation requirements with the requirements of all other team participants and the overall development team budget and schedule objectives.
- 19) Assist the Owner with any and all relocation reporting requirements in accordance with Applicable Law.
- 20) Perform any and all other services, within Contractor's expertise, as and when requested by the Owner.

Attachment D
Compensation Terms

For each relocation project, the Commission Parties shall pay Contractor the following amounts for the following services:

TASK	QUANTITY	COST	TOTAL
Client Kick Off Meeting	1	\$660.00	\$660.00
Project Set-Up & Coordination	1	\$1,560.00	\$1,560.00
Relocation Plan	1	\$1,495.00	\$1,495.00
Project Oversight	1	\$1,560.00	\$1,560.00
Resident Memorandum of Understanding	1	\$330.00	\$330.00
Resident Group Meetings	1	\$660.00	\$660.00
Noticing: General Information Notice, Non-Displacement Notice	1	\$55.00	\$55.00
Noticing: Temporary Notice to Vacate, and others, as required.	1	\$55.00	\$55.00
Income verification (includes phone and in-person interviews (as needed), verification of submitted documents, related noticing, intended AMI verification, etc.)	1 (Per Residential Unit)	\$160.00	\$160.00
Unit Relocation (Temporary) (includes inspection, interviews, MOU, scheduling, packing oversight, move-out/move-back oversight, transportation, claims processing, etc.)	1 (Per Residential Unit)	\$1,550.00	\$1,550.00
Unit Relocation (Permanent) (Includes rent comp research, interviews, income verification, final benefit determination, moving assistance oversight, claims processing, required noticing, etc.)	1 (Per Residential Unit)	\$1,700.00	\$1,700.00
Fumigation Coordination (Project)	1	\$58.00	\$58.00
Project Close Out	1	\$400.00	\$400.00

The Commission Parties shall pay Contractor the rates specified below for the associated services when requested from time to time; such services are not generally expected to be part of the scope of services for any given project.

TASK	QUANTITY	COST
Unit Relocation (No Packing Oversight)	1	\$800.00
Vacancy Interviews & Noticing	1	\$107.12

The Commission Parties shall reimburse Contractor for the transportation of residents for relocation at cost upon submittal of copies of associated receipts and invoices. Undocumented and inaccurately documented requests for reimbursement shall be denied.

During tenant relocation, Contactor shall pay per diem stipends to residents in accordance with Applicable Law. The Commission Parties shall reimburse Contractor for such per diem stipends at cost upon submittal of proof of payment thereof.

Undocumented and inaccurately documented requests for reimbursement shall be denied.

Attachment E
Prevailing Wage Attachment

Not Applicable

Attachment F
COVID-19 Protocols and Acknowledgment

Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic

The Commission Parties hereby notify Contractor that it is their policy to take all reasonably necessary and legally mandated precautions to safeguard the health, safety, and welfare of all persons that enter onto property owned or operated by the Commission Parties or any of their affiliates ("Commission Properties").

In pursuit of that policy, Contractor and all of its subcontractors shall take all reasonably necessary and legally mandated precautions to comply with mandatory guidance and regulations promulgated by local, state, and federal public health authorities in the performance of work under this Agreement. This includes, but is not limited to, practicing recommended social distancing and wearing approved facial coverings. Contractor and its subcontractors shall require all persons performing work on Commission Properties to wear an approved facial covering at all times while indoors and, when outdoors, any time recommended social distance cannot be maintained. In addition, the Commission Parties strongly recommend Contractor and its subcontractors follow all other public health guidance related to the COVID-19 pandemic that is issued by local, state, and federal public health authorities, including, but not limited to, the California Department of Public Health, the U.S. Centers for Disease Control, the Division of Occupational Safety and Health of the California Department of Industrial Relations, and the federal Occupational Safety and Health Administration.

Nothing in this COVID-19 Protocols and Acknowledgment shall be construed to modify, amend, or otherwise alter the terms and conditions of the Agreement, including the terms and conditions regarding indemnity or liability due to performance of work as set forth in the Agreement.

Contractor hereby acknowledges receipt of this COVID-19 Protocols and Acknowledgment, and, by execution below, represents that it understands and will comply herewith.

Contractor:

Clark Land Resources

Document signed by:

By:  Linda Clark
Name: Linda Clark
Title: President/Gen.Mgr.

Date: 10/12/2022

Attachment G
General HUD Provisions

1. **HUD Definitions**. For purposes of the Agreement, the following terms, when capitalized, shall have the following meanings, unless the context clearly requires otherwise:

(a) In addition to the definition specified by the Agreement, “Inspecting Agency” shall also mean HUD, the Comptroller General of the United States, and their respective duly authorized representatives.

(b) Intentionally omitted.

(c) “Section 3 of the FHA” means section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u.

2. **Clean Air and Water**. Contractor and its subcontractors shall comply with the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and regulations promulgated pursuant thereto in the facilities in which this Agreement is to be performed.

3. **Energy Efficiency**. Contractor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. No. 94-163, for the State of California.

4. **Contract Disputes**. Notwithstanding anything in the Agreement to the contrary, all claims of Contractor and its subcontractors arising under or related to this Agreement shall be resolved pursuant to the Commission’s Procurement Policy, as the same may be amended from time to time, a copy of which may be obtained from the Commission upon request.

5. **Federal Records Requirements**. In addition to the requirements of the Agreement, Contractor shall maintain all records required by and in accordance with 2 C.F.R. pt. 200.

6. **Uniform Administrative Requirements**. Contractor shall comply with the uniform administrative requirements specified by 2 C.F.R. pt. 200.

7. **Lobbying and Political Activities**. 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:

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

grant, loan, or cooperative contract;

- (b) If any funds other than federal appropriated funds have been paid to any person and such payment would otherwise have violated Subsection (a) above, Contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with the instructions of such form;
- (c) Contractor will require that the above-stated language be included in all subcontracts, subgrants, loans, contracts, and cooperative contracts concerning the subject matter of this Agreement; and
- (d) Contractor and all of its subcontractors, at all times, shall certify compliance with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended from time to time.

8. **Contract Work Hours and Safety Standards Act.** If the amount of this Contract exceeds \$100,000, Contractor and its subcontractors shall comply with the following provisions:

- (a) **Overtime Requirements.** Contractor and its subcontractors may not require or permit any of laborer or mechanic employed in the performance of this Agreement in any workweek in which such laborer or mechanic is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; Liability for Unpaid Wages.** In the event of any violation of Subsection (a), Contractor and any of its subcontractors responsible therefor shall be liable for the unpaid wages.
- (c) **Withholding for Unpaid Wages.** The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any of its subcontractors, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or any of its subcontractors for unpaid wages.
- (d) **Subcontracts.** Contractor shall insert, and shall cause each of its subcontractors to insert, in any subcontract, the terms of this Section 8, including this Subsection (d). Contractor shall be responsible for the compliance of its subcontractors with the terms of this Section 8.
- (e) **Records.** In addition to the other recordkeeping requirements of this Agreement, Contractor and its subcontractors shall maintain payrolls and basic payroll records during the term of the Agreement and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, employed in the performance of the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be

maintained under this Subsection (e) shall be made available by Contractor and its subcontractors for inspection, copying, or transcription by authorized representatives of the Commission and the Department of Labor, and Contractor and its subcontractors will permit such representatives to interview employees during working hours on the job.

9. **Interest of Members of Congress.** No Member of, Resident Commissioner of, or delegate to, the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom; provided, this Section 9 shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

10. **Section 3 of the Federal Fair Housing Act.** The Parties agree to comply with and effectuate the requirements of Section 3 of the FHA, as required by 24 C.F.R. pt. 75. The purpose of Section 3 of the FHA is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government federal assistance for housing or residents of the community in which federal assistance is spent. Consistent with existing federal, state, and local laws and regulations, Contractor and its subcontractors shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are directed to such individuals in the order of priority set forth at 24 C.F.R. §§ 75.9 and 75.19.

11. **Debarment and Suspension.** Contractor shall not award any subcontract to a subcontractor listed on the governmentwide exclusions lists published by the federal System for Award Management.

12. **Procurement of Recovered Materials.** Contractor and its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, in accordance with regulations promulgated pursuant thereto by the Environmental Protection Agency at 40 C.F.R. pt. 247.

13. **Lead-based Paint.** Contractor and its subcontractors shall comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Residential Lead-Based Paint Hazardous Reduction Act of 1992, 42 U.S.C. §§ 4851-4856, and regulations promulgated pursuant thereto in 24 C.F.R. pt. 35, subpts. A, B, H, J, K, M, and R.

14. **Section 504 of the Rehabilitation Act of 1973.** Contractor and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the regulations promulgated pursuant thereto at 24 C.F.R. pt. 8.

15. **Assistance to Small and Other Businesses.** Consistent with Executive Orders 11625, 12138, and 12432, and 2 C.F.R. § 200.321, Contractor shall take affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such efforts shall include, but are not limited to: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring the solicitation of such firms whenever they are potential sources; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such

firms; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by such firms; and (v) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

16. Intentionally omitted.
17. Intentionally omitted.
18. Intentionally omitted.

Attachment 3

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR ON-CALL RELOCATION CONSULTANT SERVICES
WITH
OVERLAND, PACIFIC & CUTLER, LLC

(\$250,000 or Less and Other than Construction or Development)
Contract No. CS-23-03B

This Agreement, dated for reference this 19th day of October 2022, is entered into between the San Diego Housing Commission (the “Commission”) and each of its affiliated liability companies selected below (the “SDHC LLCs”) (together with the Commission, the “Commission Parties”), on the one hand, and Overland, Pacific & Cutler, LLC (“Contractor”), on the other hand.

- Belden SDHC FNMA LLC, a California limited liability company
- Central SDHC FHA LLC, a California limited liability company
- Central SDHC FNMA LLC, a California limited liability company
- Northern SDHC FHA LLC, a California limited liability company
- Northern SDHC FNMA LLC, a California limited liability company
- Southern SDHC FHA LLC, a California limited liability company

The Commission Parties and Contractor have the following addresses and telephone numbers:

The Commission Parties:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
Tel.: 619-231-9400

Contractor:

OVERLAND, PACIFIC & CUTLER, LLC
5000 Airport Plaza Drive, Suite 250
Long Beach, California 90815
Tel.: (562) 304-2000

This Agreement is made in accordance with the following terms and conditions:

101. **Definitions.** When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the “Schedule of Definitions,” attached hereto as Attachment A and incorporated herein in full by this reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. **Description of Work.** Contractor shall provide services, supplies, and/or materials to the Commission Parties as specified in the Scope of Work.

103. **Term of Agreement.** The term of this Agreement shall be October 15, 2022, through October 14, 2023 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

(a) **Extensions.** Provided that Contractor is not in default under the terms of this Agreement, the Commission, on its own behalf and on behalf of any one or more of the Commission Parties, may extend the term for one or more periods (each such period, an “Extension Period”) totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission Parties subject to the extension hereunder shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) **Options.** The Commission, on its own behalf and on behalf of any one or more of the Commission Parties, may also extend the term for four (4) additional one (1)-year periods (each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement, specifying the Commission Parties as to which such extension shall be applicable, or pursuant to a written agreement between the Commission and Contractor. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term, as applicable to the extending Commission Parties.

(c) **Additional Terms.** Nothing in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission Parties and may be exercised in the Commission’s sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. **Compensation.** The Commission Parties shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms.

(a) **Maximum Compensation.** Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission Parties shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Two Hundred Thousand Dollars (\$200,000.00) (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless the Compensation Terms provide for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) **Method of Payment.** Except as may otherwise be provided by the Compensation Terms, the Commission Parties will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission Parties. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) include such other information or certifications as the Commission Parties may specify in writing from time to time. The Commission Parties, in their sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. **Insurance Requirements**. Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, the single-limit insurance policies checked below in the minimum amounts specified below. Contractor must initial next to all checked boxes.

<input checked="" type="checkbox"/>	General Liability	<u>DS</u> <u>BE</u>	<input checked="" type="checkbox"/>	Workers Compensation	<u>DS</u> <u>BE</u>
	\$1,000,000.00			\$1,000,000.00	
<input checked="" type="checkbox"/>	Automobile Liability	<u>DS</u> <u>BE</u>	<input checked="" type="checkbox"/>	Errors and Omissions	<u>DS</u> <u>BE</u>
	\$500,000.00			\$1,000,000.00	
<input type="checkbox"/>	Other:	_____		_____	_____
	\$				

(a) **Requirements for All Policies.** The Commission Parties, the Authority, and the City shall be named as certificate holders and additional insureds on all insurance policies required by this Section. Each policy shall provide that it may not be canceled, amended, terminated, or otherwise modified except upon thirty (30) days advance written notice to the Commission Parties, the Authority, and the City. Each policy shall be endorsed with a waiver of subrogation whereby each of Contractor's insurers shall waive all rights of subrogation against the Commission Parties, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor's insurers that arise out of or relate to Contractor's performance under this Agreement. Coverage shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission Parties may reasonably specify. For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required by this Section shall be primary and non-contributory to any insurance carried by the Commission Parties, the Authority, or the City.

106. **Necessary Approvals.**

(a) In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Agreement to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Agreement must be approved by the Board of

Commissioners of the Commission in order to be binding upon any of the Commission Parties. In no event shall the Commission Parties be bound by this Agreement unless and until such approval, if required, is obtained.

(b) In the event that the initial amount of this Agreement exceeds, or a change order increases the total amount of this Agreement to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Agreement may require approval by the Housing Authority in order to be binding upon the Commission Parties. In no event shall the Commission Parties be bound by this Agreement unless and until such approval, if required, is obtained.

107. **Agreement Documents.** In addition to this instrument, this Agreement includes the Schedule of Definitions, the General Conditions, the Scope of Work, the Compensation Terms, the Prevailing Wage Attachment, the COVID-19 Protocols and Acknowledgment, and the General HUD Provisions, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 18 of the General Conditions.

108. **Counterparts; Electronic Execution.** This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any “electronic signature” in accordance with California Civil Code section 1633.2.

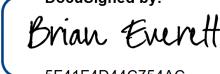
[Signature Page Follows]

Signature Page to On-Call Relocation Consultant Services with Overland, Pacific & Cutler, LLC
(Contract No: CS-23-03B):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

Contractor:

Overland, Pacific & Cutler, LLC

By:  DocuSigned by:
Brian Everett
5F41F4D44C754AC...

Date: 10/12/2022

Name: Brian Everett
Title: Chief Executive Officer

Commission:

San Diego Housing Commission
By:  DocuSigned by:
Suket Dayal
5F41F4D44C754AC...
Name: Suket Dayal
Title: Exec. Vice President, Business Administration, and Chief Financial Officer, as Designee
By:  DocuSigned by:
Emily Jacobs
73FCC317B0464E3...
Name: Emily Jacobs
Title: Executive Vice President, Real Estate

Date: 10/18/2022

By:  DocuSigned by:
Debra Fischle-Faulk
1615CD4770CC4AC...
Name: Debra Fischle-Faulk
Title: Senior Vice President Compliance & Equity Assurance

Date: 10/18/2022

Date: 10/13/2022

Belden SDHC FNMA LLC,
a California limited liability company
By: San Diego Housing Commission,
a public agency
Its: Sole Member
By:  DocuSigned by:
Jeff Davis
EE0040404B64474...
Name: Jeff Davis
Title: Interim President and Chief Executive Officer
Date: 10/19/2022

Northern SDHC FNMA LLC,
a California limited liability company
By: San Diego Housing Commission,
a public agency
Its: Sole Member
By:  DocuSigned by:
Jeff Davis
EE0040404B64474...
Name: Jeff Davis
Title: Interim President and Chief Executive Officer
Date: 10/19/2022

Northern SDHC FHA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency
Its: Sole Member
DocuSigned by:

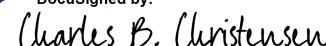
By: 
EE0040404B64474...
Jeff Davis
Interim President and Chief Executive
Officer
Date: 10/19/2022

Central SDHC FHA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency
Its: Sole Member
DocuSigned by:

By: 
EE0040404B64474...
Jeff Davis
Interim President and Chief Executive
Officer
Date: 10/19/2022

Approved as to Form:
Christensen & Spath LLP
DocuSigned by:

By: 
255EBE5560CAE4A0...
Name: Charles B. Christensen
Title: General Counsel, San Diego Housing Commission

Central SDHC FNMA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency
Its: Sole Member
DocuSigned by:

By: 
EE0040404B64474...
Jeff Davis
Interim President and Chief Executive
Officer
Date: 10/19/2022

Southern SDHC FHA LLC,
a California limited liability company

By: San Diego Housing Commission,
a public agency
Its: Sole Member
DocuSigned by:

By: 
EE0040404B64474...
Jeff Davis
Interim President and Chief Executive
Officer
Date: 10/19/2022

10/12/2022

10/12/2022

Attachment A
Schedule of Definitions

1. “Agreement” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
3. “Authority” means the Housing Authority of the City of San Diego.
4. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
5. “City” means the City of San Diego.
6. “Claims” means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
7. “Commission” means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the Commission’s authorized officers, employees, and agents.
8. “Commission Parties” means the Commission and the SDHC LLCs, collectively, and “Commission Party” means any one of the Commission Parties, individually. When this Agreement specifies an action to be taken or withheld by a Commission Party, “Commission Party” shall include such Commission Party’s authorized officers, employees, and agents.
9. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
10. “Conflict” means circumstances, known to Contractor, that would conflict with Contractor’s performance of the terms of this Agreement or place a Commission Party and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission Parties, the Authority, or the City may be jeopardized.
11. “Contract Number” means the number specified next to the phrase “Contract No.” at the top of this Agreement.
12. “Contractor” means the Party, other than the Commission Parties, identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers,

partners, limited partners, employees, agents, and subcontractors.

13. “COVID-19 Protocols and Acknowledgment” means the terms and conditions specified in Attachment F to the Agreement.

14. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).

15. “General Conditions” means the terms and conditions specified in Attachment B to the Agreement.

16. “General HUD Provisions” means the terms and conditions specified in Attachment G to the Agreement.

17. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.

18. “Indemnitee” means the Commission Parties, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.

19. “Inspecting Agency” means the Commission and any of its duly authorized representatives.

20. “Initial Term” shall have the meaning ascribed thereto by Section 103.

21. “Maximum Compensation” shall have the meaning ascribed thereto be Section 104.

22. “Option Period” shall have the meaning ascribed thereto by Section 103(b).

23. “Parties” means the Commission Parties and Contractor, collectively, and “Party” means any of the Parties, individually.

24. “Prevailing Wage Attachment” means the terms and conditions specified in Attachment E to the Agreement.

25. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.

26. “SDHC LLCs” means the Commission’s affiliated limited liability companies selected at the beginning of this Agreement, collectively, and “SDHC LLC” means any one of the SDHC LLCs, individually. When this Agreement specifies an action to be taken or withheld by an SDHC LLC, “SDHC LLC” shall include such SDHC LLC’s authorized officers, employees, and agents.

27. “Schedule of Definitions” shall have the meaning ascribed thereto by Section 101.

28. “Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

Attachment B **General Conditions**

1. **Status of Contractor.** Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission Parties, the Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission Parties a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission Parties' direction concern the expected results of performance under this Agreement.

(b) Contractor shall have no authority to bind the Commission Parties in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission Parties, whether by contract or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission Parties.

2. **Designated Representative.** Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days written notice to the Commission Parties.

3. **Ownership of Materials and Documents.** Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission Parties from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission Parties whenever requested to do so by the Commission Parties. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

4. **Non-disclosure.** The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any non-party, except as previously authorized by the Commission Parties in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission Parties during the term of this Agreement or at any time thereafter except as previously authorized by the Commission Parties in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission Parties, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission Parties in form and substance reasonably satisfactory to the Commission Parties.

(a) **Exception.** Nothing in this Section shall apply to the disclosure of any information that:

(i) was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by a Commission Party;

- (ii) subsequently becomes publicly known through no act or omission of Contractor;
- (iii) becomes known to Contractor from a third party other than the Commission Parties, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with one or more of the Commission Parties if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;
- (iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 6250 et seq.; or
- (v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives written notice of such requirement to the Commission Parties prior to such disclosure, if permitted by law; such notice shall be reasonably calculated to provide the Commission Parties sufficient time and information to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.

5. **Contractor's Indemnification Liability.** Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contractor pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.

6. **Correction of Work.** Performance of the terms of this Agreement shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission Parties, provided such work is due to the acts or omissions of Contractor and, with respect to any given Commission Party, has not been accepted in writing by an authorized representative of such Commission Party.

7. **Compliance with Laws and Policies.** Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission Parties or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission Parties to terminate this Agreement immediately upon written notice to Contractor.

8. **California Equal Opportunity Requirement.** During the performance of this Agreement, Contractor agrees as follows:

- (a) Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they

discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission Parties upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.
- (d) Contractor and its subcontractors shall give written notice of their obligations under this Section 8 to labor organizations with which they have a collective bargaining or other agreement.
- (e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

9. **Records.** Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

- (a) **Accounting Records.** In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.
- (b) **Inspection and Photocopying.** At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.
- (c) **Copies of Records.** Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the such Inspecting Party for the purposes described above in Subsection (b).

(d) **Storage**. Contractor shall store all Project Records for a period of not less than five (5) years after Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission Parties and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) **Flow Down**. Contractor shall include the terms of this Section, including the terms of this Subsection, in each of its subcontracts and shall cause each of its subcontractors to do the same.

10. **Subcontracting**. No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission Parties, which they may withhold in their sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission Parties and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission Parties.

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

(b) **Contractor's Liability**. Contractor shall be fully liable for the acts and omissions of its subcontractors, and their employees, agents, and contractors, as though such acts and omissions were those of Contractor itself.

11. **Assignment**. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission Parties. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission Parties to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission Parties.

12. **Preference for Domestic Materials**. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.

13. **Preparation of Written Reports or Documents.** Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission Parties shall specify the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be specified in a separate section of such document or written report.

14. **Termination.** The Commission Parties may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission Parties determine such termination is in their interest. If this Agreement is terminated, the Commission Parties shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission Parties may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.

15. **Patents and Copyrights.** The Commission Parties hereby reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.

16. **Drug-free Workplace.** Contractor certifies to the Commission Parties that it will provide a drug-free workplace and will:

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

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

- (i) The dangers of drug abuse in the workplace.
- (ii) Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

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

17. **Plan of Operations.** Contractor shall submit to the Commission Parties a complete plan of operations. Contractor shall promptly notify the Commission Parties of any changes to the plan

of operations.

18. **Labor Law**. Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

If checked, additional state prevailing wage terms are specified in the Prevailing Wage Attachment, which is hereby incorporated in this Agreement in full by this reference.

If checked, additional federal prevailing wage terms are specified in the Prevailing Wage Attachment, which is hereby incorporated in this Agreement in full by this reference.

19. **Entire Agreement**. This Agreement represents the sole and entire Agreement between the Commission Parties and Contractor and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as 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 each Party.

20. **Waiver**. No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

21. **Successors in Interest**. The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

22. **Drafting Ambiguities**. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.

23. **Signing Authority**. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission Parties with evidence, satisfactory to the Commission Parties, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of

California.

24. **Conflict Between Agreement and Attachments.** To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission Parties shall apply.

25. **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.

26. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.

27. **Headings.** All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

28. **Attorney's Fees and Costs.** In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

29. **Remedies Upon Default.** The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the Scope of Work (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize the health, safety, or general welfare of Contractor's clients or members of the public, the Commission Parties shall give seven (7) days written notice to Contractor, detailing the nature of such breach and requiring Contractor to cure such breach within such seven-day period. In the event that such a breach is not timely cured, the Commission Parties shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Agreement, the right to cause another contractor or the Commission Parties to take over the duties under the terms of the Agreement, the right to sue for damages, specific performance or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of members of the public is jeopardized, the Commission Parties shall have the right to terminate the Agreement immediately upon written notice to Contractor. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission Parties shall have the right to recoup any and all funds that may have been advanced to Contractor and that have not been earned.

The failure of the Commission Parties to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. Contractor shall give seven (7) days written notice to cure any such breach to the Commission Parties. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

30. **Notices.** All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (i) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (ii) three (3) business days the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's addresses as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice given as specified in this Section from time to time.

31. **Audit Requirements.** Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Agreement. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contact.

32. **Contractor Evaluation Program.** An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at <https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/>, as amended from time to time, and are incorporated herein in full by this reference.

33. **Interests of Current or Former Commissioners, Officers, and Employees.** No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement 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 such work, shall, during such person's tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this Section may result in unilateral and immediate termination of this Agreement by the Commission Parties upon written notice to Contractor.

34. **Conflicts of Interest; Disclosure of Economic Interests.** Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:

(a) No later than thirty (30) days after the execution of this Agreement;

(b) Annually on or before April 1 of each year;

(c) Within thirty (30) days after full performance of this Agreement, such date of full performance to be determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Maurcell Gresham, Director of Procurement, at maurcell@sdhc.org within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a "consultant." Additionally, upon the cessation of a consultant's legal relationship with Contractor, Contractor shall notify such consultant of the consultant's responsibility to file a Form 700 with the City's Clerk's Office within thirty (30) days of such termination or expiration.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission Parties to terminate this Agreement immediately upon written notice to Contractor.

35. Procedure for Handling Conflicts of Interest. Except upon the prior, written consent of the Commission Parties, which they may withhold in their sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements with clients that began prior to the execution of this Agreement.

(a) **Meet and Confer.** Contractor shall promptly notify the Commission Parties in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission Parties to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission Parties, in order to continue to perform services for such client and the Commission Parties without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission Parties may terminate this Agreement immediately upon written notice to Contractor.

(b) **When Consent Is Given.** If and when the Commission Parties have consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such client that will enable Contractor to comply fully with such terms.

(c) **Termination.** Failure to follow the procedures of this Section shall entitle the Commission Parties to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission Parties may unilaterally and immediately terminate this

Agreement upon written notice to Contractor if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in such individual's capacity as an employee of any of the Commission Parties, participated in negotiations with or otherwise had an influence on the selection of Contractor.

36. **Information Requests.** Upon the request of any Commission Party, Contractor shall promptly, and in all cases within 20 days, provide any information and/or documentation related to Contractor's expenditure of funds for the purposes of this Agreement.

Attachment C **Scope of Work**

Contractor shall provide the Commission Parties with comprehensive relocation services for residents of properties to be acquired or rehabilitated by the Commission Parties, on an on-call, as needed basis and shall work closely with property management and service providers to ensure a smooth relocation process for each resident subject to relocation.

The Commission specializes in developing affordable housing for low-income residents, specifically permanent supportive housing for vulnerable populations such as: formerly homeless individuals; residents with developmental, behavioral, or physical disabilities; veterans; seniors; former foster youth; and families. Contractor represents that it understands, acknowledges, and has sufficient experience to meet the diverse and unique needs of these populations. To that end, Contractor shall:

- 1) Create relocation plans for acquisition/rehabilitation projects as directed by the Owner¹ and in accordance with Applicable Law, including applicable requirements imposed by grants and subrecipient agreements governing applicable funding. As needed, Contractor shall perform the following steps to estimate of the cost of relocation:
 - a) Gather and analyze information regarding the income of incumbent households in order to estimate the number of households that will probably exceed income limits for the proposed project (such households shall hereafter be referred to as “ineligible households”; households that will probably not exceed income limits shall hereafter be referred to as “eligible households”);
 - b) Review and comment on surveys of the appropriate surrounding rental apartment market provided by the Owner in order to opine as to the sufficiency of the proposed relocation budget for permanent relocation of ineligible households; and
 - c) Estimate the cost of the total permanent relocation benefits required using the data gathered.

Relocation plans shall also include, but not be limited to: a project description; an assessment of project relocation needs; a description available relocation resources; specification of relocation processes and procedures; a description of Applicable Law, and a detailed description of relocation benefits and administrative provisions required and imposed by Applicable Law.

- 2) Consult with the Owner in order to gain a comprehensive understanding of the nature of the subject acquisition or rehabilitation project for which services are requested and the potential sources of funding therefor in order to provide authoritative advice regarding the applicability and requirements of federal and/or state relocation laws and regulations. Such advice shall be included in the relocation plan as specified in the preceding paragraph.

¹ For purposes of this Scope of Work, “Owner” means the particular Commission Party that hold title to or is in the process of acquiring title to the property being acquired or rehabilitated.

- 3) Provide permanent relocation assistance to ineligible households that are eligible for permanent relocation benefits, to include presentation of, assistance in selecting and leasing, and facilitation of relocation to, available comparable accommodations.
- 4) Generate, issue, and collect acknowledgements as needed for all required legal and general notifications, translated as reasonably requested. Furnish a detailed record of this process to the Owner for its records and for delivery to financial partners, as required.
- 5) Generate, issue, and collect acknowledgements (as needed) for all ancillary noticing required as a result of relocation, such as for resident relocation meetings, pest control/fumigation, and/or construction activities, or as requested by the Owner, translated as reasonably requested by residents. Furnish a detailed record of this process to the Owner for its records and for delivery to financial partners, as required.
- 6) Revise, modify, and provide to the Owner for review and approval a memorandum of understanding (MOU) based on a template to be provided by the Owner or the Commission, with translated versions as reasonably requested by resident, inclusive of but not limited to the following terms and conditions: general relocation overview; essential reminders; exact dates and times related to the individual resident's relocation; and rules and responsibilities provided by the Owner, property management, the moving company, hotels used for temporary relocation, the general contractor, any fumigation or pest control company, and other parties, as needed. For each resident, ensure the resident signs the MOU, a copy is retained by the resident, and an electronic copy of the signed MOU is provided to the Owner.
- 7) For eligible households, conduct all household interviews necessary to facilitate relocation of residents to an approved temporary residence and to return back to their original residence after the completion of construction upgrades.
 - a) As applicable, ensure collected information includes requirements for potential relocations that may be shorter in nature and not require unit packing, such as those for elevator modernization activities, utility outages, or common area construction activities that will temporarily block access to units.
 - b) Contractor understands and acknowledges that residents may permanently vacate their units after being interviewed but before being relocated. Re-noticing and re-interviewing of such residents may be required.
- 8) Be the primary contact regarding and coordinate all matters regarding transportation, disposition of resident belongings, school, work, special units or hotel needs (such as medical beds, ground floor units, etc.), disabilities, pets, and any other extenuating circumstances. On behalf of the Owner, solicit and select competitive quotes for the requisite specialized vendors. Although the Owner shall contract with and pay these vendors directly, Contractor shall coordinate with these specialized vendors and act as their primary liaison as needed vis-à-vis residents, property and asset management, and the Owner.

- a) Contractor shall ensure that selected transportation providers are insured and licensed in accordance with Applicable Law.
- 9) For eligible households, identify appropriate temporary housing using hotel accommodations. Appropriate temporary housing should be near public transportation routes and less than one mile from grocery stores and other basic amenities. When identifying hotel accommodations, Contractor shall ensure that the following complimentary amenities are included on site:
 - a) Laundry facilities (washer and dryer);
 - b) Parking;
 - c) Wi-Fi;
 - d) Twenty-four hour staff;
- Contractor shall also ensure the following accommodations can be made:
 - e) Service and/or companion animals, and pets that have been approved by the Owner, shall be permitted;
 - f) Roll-in showers and other accessible features shall be provided for disabled residents as needed; and
 - g) Resident-specific medical furniture (such as medical beds or chairs) shall be accommodated as needed.
- 10) If requested by the Owner, secure competitive quotes from local hotels as required, using a scope of work approved by the Owner. Although the Owner shall pay for the hotel accommodations directly, Contractor shall be the primary contact regarding and coordinate all hotel relocation phases and act as the primary contact vis-à-vis the hotels, the residents, property and asset management, the Owner, and other related parties, as needed.
- 11) Contractor shall fund relocation costs (hotels, incidentals, transportation, etc.) on an as-needed basis, as requested by the Owner, subject to reimbursement in accordance with the Compensation Terms.
- 12) If requested by the Owner, secure competitive quotes from moving and storage vendors, using a scope of work approved by the Owner. Although the Owner shall pay for moving and storage costs directly, Contractor shall be the primary contact regarding and coordinate all moving and storage relocation phases and act as the primary contact vis-à-vis the movers, storage facilities, residents, property and asset management, the Owner, and other related parties, as needed.
- 13) Coordinate, administer, and be present at resident move out and move back and for any and all associated relocation administration, including but not limited to, providing written or verbal resident reminders. This includes the primary relocation as well as any and all ancillary moves.
- 14) Coordinate and administer all hotel accommodations, packing, moving, unit prep for fumigation or pest control, resident transportation, pet transportation, and storage.
- 15) Provide a relocation tracking system or use the tracking system provided by the Owner or the Commission, at the Owner's discretion. The tracking system should be used by the general relocation team (Owner, asset and property management, Contractor, movers, hotels, the

general contractor, pest control service providers, and other related parties) as needed. The tracking system must be updated monthly, or more frequently as directed by the Owner from time to time, upon Contractor's review of an updated rent roll provided each month by property management, as well as on an as-needed basis. The tracking data shall be editable by all members of the relocation team.

- 16) Review claim requests from residents, applying regulatory requirements and the Owner's requirements, and process relocations claims for approval by the Owner.
- 17) Coordinate, attend, and conduct resident group meetings as required.
- 18) Attend team meetings with Owner as required to coordinate relocation requirements with the requirements of all other team participants and the overall development team budget and schedule objectives.
- 19) Assist the Owner with any and all relocation reporting requirements in accordance with Applicable Law.
- 20) Perform any and all other services, within Contractor's expertise, as and when requested by the Owner.

Attachment D
Compensation Terms

For each relocation project, the Commission Parties shall pay Contractor the following amounts (in United States dollars) for the following services:

TASK	QUANTITY	COST	TOTAL
Client Kick Off Meeting	1	225	225
Project Set-Up & Coordination	1	340	340
Relocation Plan	1	2,000	2,000
Project Oversight	1	TBD*	.TBD*
Resident Memorandum of Understanding	1	158	158
Resident Group Meetings	1	525	525
Noticing: General Information Notice, Non-Displacement Notice	1	24	24
Noticing: Temporary Notice to Vacate, and others, as required.	1	24	24
Income verification (includes phone and in-person interviews (as needed), verification of submitted documents, related noticing, intended AMI verification, etc.)	1 (Per Residential Unit)	158	158
Unit Relocation (Temporary) (includes inspection, interviews, MOU, scheduling, packing oversight, move-out/move-back oversight, transportation, claims processing, etc.)	1 (Per Residential Unit)	1,680	1,680
Unit Relocation (Permanent) (Includes rent comp research, interviews, income verification, final benefit determination, moving assistance oversight, claims processing, required noticing, etc.)	1 (Per Residential Unit)	3,500	3500
Funigation Coordination (Project)	1	945	945
Project Close Out	1	53	53 per case + 300 report

The Commission Parties shall pay Contractor the rates specified below for the associated services when requested from time to time; such services are not generally expected to be part of the scope of services for any given project.

TASK	QUANTITY	COST
Unit Relocation (No Packing Oversight)	1	\$945.00
Vacancy Interviews & Noticing	1	\$160.00

The Commission Parties shall reimburse Contractor for the transportation of residents for relocation at cost upon submittal of copies of associated receipts and invoices. Undocumented and inaccurately documented requests for reimbursement shall be denied.

During tenant relocation, Contactor shall pay per diem stipends to residents in accordance with Applicable Law. The Commission Parties shall reimburse Contractor for such per diem stipends at cost upon submittal of proof of payment thereof.

Undocumented and inaccurately documented requests for reimbursement shall be denied.

Attachment E
Prevailing Wage Attachment

Not Applicable

Attachment F
COVID-19 Protocols and Acknowledgment

Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic

The Commission Parties hereby notify Contractor that it is their policy to take all reasonably necessary and legally mandated precautions to safeguard the health, safety, and welfare of all persons that enter onto property owned or operated by the Commission Parties or any of their affiliates ("Commission Properties").

In pursuit of that policy, Contractor and all of its subcontractors shall take all reasonably necessary and legally mandated precautions to comply with mandatory guidance and regulations promulgated by local, state, and federal public health authorities in the performance of work under this Agreement. This includes, but is not limited to, practicing recommended social distancing and wearing approved facial coverings. Contractor and its subcontractors shall require all persons performing work on Commission Properties to wear an approved facial covering at all times while indoors and, when outdoors, any time recommended social distance cannot be maintained. In addition, the Commission Parties strongly recommend Contractor and its subcontractors follow all other public health guidance related to the COVID-19 pandemic that is issued by local, state, and federal public health authorities, including, but not limited to, the California Department of Public Health, the U.S. Centers for Disease Control, the Division of Occupational Safety and Health of the California Department of Industrial Relations, and the federal Occupational Safety and Health Administration.

Nothing in this COVID-19 Protocols and Acknowledgment shall be construed to modify, amend, or otherwise alter the terms and conditions of the Agreement, including the terms and conditions regarding indemnity or liability due to performance of work as set forth in the Agreement.

Contractor hereby acknowledges receipt of this COVID-19 Protocols and Acknowledgment, and, by execution below, represents that it understands and will comply herewith.

Contractor:

Overland Pacific & Cutler, LLC

Brian Everett

By: 5F41F4D44C754AC...

Name: Brian Everett

Title: President

10/12/2022

Date: _____

Attachment G
General HUD Provisions

1. **HUD Definitions**. For purposes of the Agreement, the following terms, when capitalized, shall have the following meanings, unless the context clearly requires otherwise:

(a) In addition to the definition specified by the Agreement, “Inspecting Agency” shall also mean HUD, the Comptroller General of the United States, and their respective duly authorized representatives.

(b) Intentionally omitted.

(c) “Section 3 of the FHA” means section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u.

2. **Clean Air and Water**. Contractor and its subcontractors shall comply with the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and regulations promulgated pursuant thereto in the facilities in which this Agreement is to be performed.

3. **Energy Efficiency**. Contractor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. No. 94-163, for the State of California.

4. **Contract Disputes**. Notwithstanding anything in the Agreement to the contrary, all claims of Contractor and its subcontractors arising under or related to this Agreement shall be resolved pursuant to the Commission’s Procurement Policy, as the same may be amended from time to time, a copy of which may be obtained from the Commission upon request.

5. **Federal Records Requirements**. In addition to the requirements of the Agreement, Contractor shall maintain all records required by and in accordance with 2 C.F.R. pt. 200.

6. **Uniform Administrative Requirements**. Contractor shall comply with the uniform administrative requirements specified by 2 C.F.R. pt. 200.

7. **Lobbying and Political Activities**. 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:

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

grant, loan, or cooperative contract;

- (b) If any funds other than federal appropriated funds have been paid to any person and such payment would otherwise have violated Subsection (a) above, Contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with the instructions of such form;
- (c) Contractor will require that the above-stated language be included in all subcontracts, subgrants, loans, contracts, and cooperative contracts concerning the subject matter of this Agreement; and
- (d) Contractor and all of its subcontractors, at all times, shall certify compliance with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended from time to time.

8. **Contract Work Hours and Safety Standards Act.** If the amount of this Contract exceeds \$100,000, Contractor and its subcontractors shall comply with the following provisions:

- (a) **Overtime Requirements.** Contractor and its subcontractors may not require or permit any of laborer or mechanic employed in the performance of this Agreement in any workweek in which such laborer or mechanic is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; Liability for Unpaid Wages.** In the event of any violation of Subsection (a), Contractor and any of its subcontractors responsible therefor shall be liable for the unpaid wages.
- (c) **Withholding for Unpaid Wages.** The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any of its subcontractors, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or any of its subcontractors for unpaid wages.
- (d) **Subcontracts.** Contractor shall insert, and shall cause each of its subcontractors to insert, in any subcontract, the terms of this Section 8, including this Subsection (d). Contractor shall be responsible for the compliance of its subcontractors with the terms of this Section 8.
- (e) **Records.** In addition to the other recordkeeping requirements of this Agreement, Contractor and its subcontractors shall maintain payrolls and basic payroll records during the term of the Agreement and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, employed in the performance of the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be

maintained under this Subsection (e) shall be made available by Contractor and its subcontractors for inspection, copying, or transcription by authorized representatives of the Commission and the Department of Labor, and Contractor and its subcontractors will permit such representatives to interview employees during working hours on the job.

9. **Interest of Members of Congress.** No Member of, Resident Commissioner of, or delegate to, the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom; provided, this Section 9 shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

10. **Section 3 of the Federal Fair Housing Act.** The Parties agree to comply with and effectuate the requirements of Section 3 of the FHA, as required by 24 C.F.R. pt. 75. The purpose of Section 3 of the FHA is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government federal assistance for housing or residents of the community in which federal assistance is spent. Consistent with existing federal, state, and local laws and regulations, Contractor and its subcontractors shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are directed to such individuals in the order of priority set forth at 24 C.F.R. §§ 75.9 and 75.19.

11. **Debarment and Suspension.** Contractor shall not award any subcontract to a subcontractor listed on the governmentwide exclusions lists published by the federal System for Award Management.

12. **Procurement of Recovered Materials.** Contractor and its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, in accordance with regulations promulgated pursuant thereto by the Environmental Protection Agency at 40 C.F.R. pt. 247.

13. **Lead-based Paint.** Contractor and its subcontractors shall comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Residential Lead-Based Paint Hazardous Reduction Act of 1992, 42 U.S.C. §§ 4851-4856, and regulations promulgated pursuant thereto in 24 C.F.R. pt. 35, subpts. A, B, H, J, K, M, and R.

14. **Section 504 of the Rehabilitation Act of 1973.** Contractor and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the regulations promulgated pursuant thereto at 24 C.F.R. pt. 8.

15. **Assistance to Small and Other Businesses.** Consistent with Executive Orders 11625, 12138, and 12432, and 2 C.F.R. § 200.321, Contractor shall take affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such efforts shall include, but are not limited to: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring the solicitation of such firms whenever they are potential sources; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such

firms; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by such firms; and (v) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

16. Intentionally omitted.
17. Intentionally omitted.
18. Intentionally omitted.