

**CITY OF CHULA VISTA/CHULA VISTA HOUSING AUTHORITY
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH HYDER & COMPANY
TO PROVIDE PROPERTY MANAGEMENT SERVICES**

This Agreement is entered into effective as of August 9, 2022, (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation/Chula Housing Authority (in its capacity as the Successor Housing Entity pursuant to Government Code section 34176(a)) (collectively “City”) and Hyder & Company, who is a broker or corporation licensed by the California Department of Real Estate, (“Contractor/Service Provider” or “Contractor”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the City owns seven (7) properties at different locations, also known as “Scattered Sites or Project Sites,” which are more fully described in Attachment A, and hereby fully incorporated by reference to this Agreement; and

WHEREAS, these Project Sites are affordable housing units and subject to unique local, State, and Federal regulatory requirements (including specified reporting requirements); and

WHEREAS, the City desires to have Contractor/Service Provider provide property management services, as described in this Agreement, for the Project Sites (the “Project”); and

WHEREAS, in order to procure these services Contractor/Service Provider was chosen based on Contractor/Service Provider’s unique qualifications, including significant experience public housing management, ability to handle Scattered Sites, and that the City’s interest would be best materially served by selecting Contractor/Service Provider to provide the required services pursuant to a “sole source” basis under the authority of Chula Vista Municipal Code sections 2.56.090(B)(2) and (3) [specifically 2.56.070(b)(3) and (4)] and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Prevailing Wages. This Project involves affordable housing and may be exempt from Prevailing Wage requirements. However, to the extent an exemption does not apply, Work to be performed in this agreement by Contractor/Service Provider (including construction) may otherwise be considered a Public Work under Labor Code section 1720, *et seq.* As a result, such Public Work is subject to "Prevailing Wage" requirements. Contractor/Service Provider, including its contractors and subcontractors, shall abide by any and all "Prevailing Wage" requirements. Contractor/Service Provider shall also include the costs for Prevailing Wage requirements in its Annual Operating Budget, if known, for required work. The Contractor/Service Provider shall defend (with legal counsel approved by the City), indemnify, protect, and hold harmless, the City, its elected and appointed officers, agents, volunteers, and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorney fees, arising from or attributable to a failure to comply by Contractor/Service Provider or any contractor or subcontractor with any "Prevailing Wage Requirement", including, but not limited to, failure to post or provide required notices, failure keep required records or documents, or failure to pay required wages.

1.11 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in

accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City may retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described in the Scope of Work and on the attached Exhibit B, incorporated into the Agreement by this reference (collectively the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted transacting business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating

separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6 Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. CITYSHIP AND USE OF WORK PRODUCT

7.1 General. All accounting records, reports, studies, information, data (in any form), statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. No Work Product shall be sold or provided to any third party without

the express written consent of City. Use of City Work Product is limited to implementing his Agreement by individuals on a “need to know” basis.

7.2 Audits/Inspections. Contractor/Service Provider agrees to maintain and make available within San Diego County Work Product, including but not limited to, accurate and complete books and accounting records relative to all its activities under this Agreement. Contractor/Service Provider agrees that the City, including its agents and persons or entities authorized by City to review said Work Product, shall have the right to monitor, assess, or evaluate Contractor’s/Service Provider’s performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include audits, inspections of premises, reports, and interviews of staff and participants.

At any time during normal working hours and as often that the City may deem necessary, Contractor/Service Provider shall make available to City, State, and Federal Officials for examination all of its records with respect to all matters covered by the Agreement and will permit City, State, and Federal Officials to audit, examine, and make copies from such records . and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services (including tenants), and any other data or information relating to all matters covered by this Agreement.

7.3 Transfer of Records and Accounts. Upon termination of the Agreement for any reason, the following procedures shall apply:

- a. All Work Product is deemed to be the property of the City. All such records and funds shall be turned over to the City within forty-five (45) days upon termination of the Agreement. Work Product also includes, but is not limited to, resident and project files, accounting records, trust records, the general ledger, all original books of entry, invoices, canceled checks, payroll records, and contracts.
- b. Contractor/Service Provider shall retain for five (5) years copies of trust records and other pertinent documents (as required by Business and Professions Code Section 10148 and State and Federal requirements).
- c. All cash, bank accounts, and trust accounts must be accounted for in writing and turned over to the City or its representative within thirty (30) business days after the termination of this Agreement.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider’s unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for five (5) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 The City and Contractor and Service Provider agree to the following.

8.8.1 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.8.1 Contractor/Service Employees. The number of employees, their job descriptions, and salaries, shall be determined by Contractor/Service Provider using the provisions of the "Management Plan" developed for the Project and amended from time to time, which Management Plan is attached hereto as Exhibit "D" and incorporated herein by this reference, but subject to City approval via the Operating Budget. The employees shall be hired, supervised, transferred, discharged and solely directed by Contractor/Service Provider at Contractor/Service Provider's discretion (as Contractor/Service Provider is liable for and has the liability for each employee). Contractor/Service Provider shall keep the City reasonably informed with respect to Contractor/Service Provider's desire to terminate or dismiss on-site personnel and shall consult with City with respect to hiring on-site personnel, it being understood, however, that any final decisions in this regard shall be made by Contractor/Service Provider. The City will reimburse Contractor/Service Provider via the operating budget for employee costs as set forth in the Management Plan. Contractor/Service Provider warrants to City they will conduct criminal background checks of employees.

8.9 No Encumbrances. Contractor/Service Provider may not, in any way, encumber or permit to be encumbered any of the Project or Project Sites, including mortgages or liens of any type. The Project Sites shall at all times be free and clear of all liens and encumbrances.

8.10 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.11 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

8.12 Counterparts. This Agreement may be executed in any number of counterparts that, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Agreement. Each party represents to the other that the execution and delivery of this Agreement by such party have been properly authorized and that all signatures are genuine.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

HYDER & COMPANY

CITY OF CHULA VISTA/HOUSING
AUTHORITY

DocuSigned by:

BY: _____
KYLE BEACH
VICE PRESIDENT OF ADMINISTRATION

BY: _____
MARIA V. KACHADOORIAN
CITY MANAGER
HOUSING AUTHORITY DIRECTOR

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney/General Counsel

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Naader Ho
Management Analyst II
619-691-5263
nho@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

HYDER & COMPANY
1649 Capalina Road, Suite 500
San Marcos, CA 92069
760-591-9737
kbeach@hyderco.com

For Legal Notice Copy to:

Kyle Beach
1649 Capalina Road, Suite 500
San Marcos, CA 92069
760-591-9737
kbeach@hyderco.com

2. Required Services

A. General Description:

Contractor shall perform property management functions for the Scattered Sites properties, including but not limited to, marketing to and selection of tenants, collections of rents, care and maintenance of property (including utilities), tenant relations, eviction of tenants, maintenance of records and reporting to City, maintenance of various funds (including security deposit funds and operating funds), and compliance with all applicable laws and regulations (including those applicable to affordable housing requirements, landlord-tenant laws, and anti-discrimination laws), and prepare required reports related to affordable housing units.

B. Detailed Description:

1. **Resident Selection/Affirmative Marketing Plan.** Contractor and City agree to cooperate in the implementation of the resident selection and affirmative marketing provisions of the Management Plan. In carrying out these provisions, Contractor shall:
 - a. Lease units in compliance with the City’s agreement including provisions for any special needs such as elderly or adapted units.
 - b. Assure that occupancy shall be open to all, regardless of race, color, ancestry, religion, national origin, sex, marital status, handicap, use of Section 8 funding, or other arbitrary factors.
 - c. Assure that all advertising, including letterheads, brochures, and media advertising, shall include a reference to “this institution is an equal opportunity provider, and employer.”
 - d. Notify applicants of their eligibility status and advise rejected or ineligible applicants of the reason for denial.
 - e. Assure that resident selection is carried out without favoritism or partiality and that the public interest is served at all times.
2. **Compliance with Project Contracts and Procedures.** City may have entered into regulatory agreements governing the operations, management, and maintenance of the Project. These documents are incorporated herein by this reference, and the Contractor agrees to comply with them. The Contractor also agrees to comply with the requirements of Section 42 of the I.R.S. Code, if applicable.

Contractor shall prepare standard reports required by an applicable governmental authority. The preparation of any non-standard report or documentation shall not be included as part of this Agreement. Preparation of the: Annual City Certification (AOC), Project Cityship Profile (POP), Annual Operating Expense Report (AOE) and Lender Profile Form (LP) required for tax credit projects are not considered standard reports and they will be prepared by the City. For HUD projects, the City will participate in completing the Management Occupancy Review (MOR) addendums B & C.

For projects not previously managed by Contractor–Contractor is not responsible for any material errors in tenant files prior to the beginning date of this Management Contract. Contractor will conduct a sample file inspection within 30 days of beginning management services.

The correction of material errors in files prior to this management contract shall not be included as part of this Agreement. City agrees to have all material errors corrected by: (1) Contractor with a mutually agreed upon subsequent agreement or (2) an independent consultant.

3. **Collection of Rents and Other Receipts.** Contractor shall collect when due all rents, charges, and other amounts receivable in connection with the management and operation of the Project. Such receipts shall be deposited in a General Operating Account.
4. **Accounts.** Contractor shall establish separate accounts as trustee for the City for Project funds. These accounts shall be a General Operating Account, a Security Deposit Account, and any other accounts that may be required by the City. Funds from these accounts shall be kept in depositories whose deposits are insured by an agency of the federal government or other comparable federally insured program. Contractor is authorized to open all of the required accounts without prior approval of the City or written authorization or resolutions by the City. City will not appear on the signature cards.

- a. **General Operating Account:** The General Operating Account shall contain the gross operating receipts received by the Contractor or City and/or its representatives pursuant to Paragraphs 3 and 20 of this Exhibit A. These funds shall be deposited promptly in the General Operating Account.
 - b. **Security Deposit Account:** Contractor shall collect security deposits in accordance with requirements of the residential lease. In collecting, handling, and disbursing these funds, Contractor shall comply with the requirements of the California Civil Code, Section 1950.5 and Business and Professions Code Section 10145. These funds shall be kept in an account that is insured by an agency of the federal government or other comparable federal program. They shall at all times be equal to the total amount held by the Contractor for the tenant.
5. **Disbursements.** Contractor may disburse funds from the accounts described in Paragraph 4 above, only for the purposes noted below. Contractor shall draw no checks nor incur any obligation in an amount exceeding Five Thousand and no/100 Dollars (\$5,000.00), without the express written permission of City, except as necessary for emergency repairs required to avoid injury to persons or property. Upon receipt of notice by Contractor, City will promptly make up any shortage in operating cash.
- a. **General Operating Account:** Disbursements may be made from this account in accordance with the budget, and shall be disbursed, applied, or reserved and set aside for payment when due, in the following priority, to the extent available:
 - (1) Salaries, wagers, and any other form of compensation due and payable to Contractor's employees employed on site in connection with the maintenance, administration, or operation of the project, along with all withholding taxes, insurance premiums, Social Security payments, and other payroll taxes or payments or charges required in connection with such employees. Contractor collects a payroll deposit of two (2) pay periods.
 - (2) all charges incurred in the operation of the Project in connection with utilities, real estate taxes and assessments, and liability, fire and other hazard insurance;
 - (3) payments of required interest, principal, impounds, fees and charges, if any, on loans which are secured by liens on the Project;
 - (4) all other expenses incurred to cover operating costs, including the fee of the Contractor and any extraordinary expenses, in accordance with the approved annual operating budget of the Project or as otherwise approved by the City;
 - (5) deposits to the required bank accounts; and
 - (6) distributions, in accordance with the direction of the City.
 - b. **Security Deposit Account:** Disbursements may be made from this account only to:
 - (1) pay the cost of any unpaid rent, damage, or unreasonable wear and tear caused by the resident, after the resident vacates the unit, or to reimburse the General Operating Account for payment of these costs; or
 - (2) return to the resident upon termination of the tenancy the portion of the deposit not used in accordance with (1) above.
6. **Insurance.** At the direction of the City, the Contractor shall obtain and keep in effect at all times, insurance covering the Project and its operations. The companies from whom the insurance is purchased, the conditions in the contract of insurance, the amounts of coverage, and the beneficiaries of each policy, shall be determined and approved by the City. The Contractor will pay premiums out of the General

Operating Account, and premiums will be treated as operating expenses. Any deductible required under the insurance policy shall be an expense to the Project to which it relates. Contractor shall investigate and immediately furnish the City with full reports of all accidents occurring on or about the premises of the Project or in connection with the operation of the Project, or any claims or potential claims for damage arising out of such accidents on forms provided by City. Contractor shall cooperate with the City and insurers in the investigations and settlement thereof. If required, the liability policy will name Contractor as an additional insured. City will provide Contractor with the current Project's insurance certifications listing Contractor as additional insured on an on-going basis.

7. **Records and Reports.** In addition to requirements specified elsewhere in this Agreement, Contractor shall have the following responsibilities with respect to records and reports:

- a. Contractor shall establish and maintain a comprehensive system of records, books, and accounts in a manner prescribed by generally acceptable accounting practices after consultation with the City. All records, books, and accounts shall be subject to examination during regular hours of business by any authorized representative of the City.
- b. Contractor shall make additional reports of income and expenses in a time and manner satisfactory to the City and consistent with acceptable accounting practices.
- c. Contractor shall at all times keep all financial records, books, accounts, and other financial material relating to the operation of the Project in safe condition and accessible to the City.
- d. Contractor shall prepare and submit operating reports to the City by the 25th day of the month following the reported month. The preparation of any non-standard report or documentation shall not be included as part of this Agreement.
- e. Contractor shall cause the financial records of the Project to be available to be audited annually by an independent certified public accountant licensed in California designated by the City.

8. **Management Plan/Annual Budget.**

8.1 Contractor shall prepare a Management Plan acceptable to the City.

8.2 Contractor shall submit to the City for approval, a proposed operating budget for the Project. The proposed operating budget shall be submitted prior to the beginning of each fiscal year. The proposed operating budget shall set forth the anticipated gross income of the Project and a detailed estimate of all expenses of the Project. The operating budget shall cover generally those expenses listed in Paragraph 5 above. Upon approval by the City, this proposed operating budget shall be the Operating Budget ("Operating Budget") for the next fiscal year of the Project.

9. **Maintenance and Repair.** Contractor shall cause the Project to be maintained and repaired in a condition at all times acceptable to the City, including any state or federal requirements regarding the condition of the property. Obligations under this paragraph shall include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and all such other maintenance and repairs as may be necessary, subject to (i) any limitations imposed by the City and (ii) to those limitations contained herein. The following provisions shall apply to maintenance and repair of the Project:

- a. A preventive maintenance schedule shall be developed by Contractor for approval by the City. This Schedule shall be incorporated into the Management Plan.
- b. Contractor shall contract with qualified independent contractors for the maintenance and repair of items beyond the capability of regular maintenance employees.
- c. Contractor shall systematically and promptly receive and investigate all requests for maintenance or repair from residents, take action thereon as may be justified, and keep records of the same. Contractor shall inform tenants of procedures to obtain maintenance services if an emergency occurs after normal office hours. Contractor shall have a dedicated phone number and point of contact for maintenance or repair (including emergencies) requests. Contractor shall maintain a logbook containing all service requests and maintenance repairs provided, copies of which shall be subject to inspection by the City. Contractor shall perform the requirements of this Paragraph expeditiously and shall ensure that each unit occupied by residents is safe and habitable.
- d. Subject to the spending limitations set out in this Contract, Contractor is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary to ensure proper maintenance and repair of the Project.
- e. City shall furnish Contractor with a complete set of plans and specifications accurately reflecting the Project as built and copies of all valid guarantees and warranties pertinent to construction, fixtures, and equipment. With the aid of this information and inspection by competent personnel, Contractor shall familiarize itself with the character, location, construction, layout, plan, and operation of the Project and especially of the electrical, heating, plumbing, air conditioning and ventilating systems, and all other mechanical equipment and systems.

For projects not previously managed by Contractor– Contractor is not responsible for any substantial deferred maintenance items prior to the beginning date of this Management Contract. Contractor will conduct a full property and unit inspection within 30 days of beginning management services. The correction of any substantial deferred maintenance items shall not be included as part of this Agreement and it will be necessary to execute a subsequent agreement for their correction.

10. **Rent and Rent Adjustments**. Initial rents and subsequent rent adjustments are subject to City Approval.
11. **Utilities and Services**. Contractor shall make arrangements for all unit to have utilities, sewage, rubbish collection, and vermin extermination. Contractor has the authority to execute such contracts on behalf of City as may be necessary to secure such services, subject to the limitations described in Paragraph 5 of this Exhibit A. For areas outside of the units, such as common areas and shared laundry facilities, they are covered by the attendant HOA.
12. **Enforcement of Residential Lease**. Contractor is responsible for securing the full compliance of each resident with the terms of the Residential Lease.
13. **Orientation/Training**. Contractor and appropriate personnel shall attend orientation or training sessions as may be required by the City.

14. **Resident Counseling.** Contractor shall, consistent with sound management of the Project, make referrals to available community social service agencies in cases of financial hardship or under similar circumstances that could lead to termination of a tenancy or eviction.
15. **Termination of Tenancies or Evictions.** Subject to City approval, Contractor may take action to terminate or evict any tenants where in Contractor's judgment, sufficient cause for such termination or eviction exists under the terms of the Residential Lease. If Legal Counsel is required to pursue an eviction, Contractor shall notify the City of such a need. The City Attorney's Office shall thereafter obtain Legal Counsel as determined appropriate by the City Attorney. Contractor shall keep City informed of the progress of such actions if requested.
16. **Compliance with Laws and Regulations.** Contractor shall use commercially reasonable efforts to comply with all federal, state and municipal laws, ordinances, regulations and orders relative to the leasing, use, operation, repair and maintenance of the Property as such apply to Contractor in the performance of its duties hereunder, including laws prohibiting discrimination in housing, employment laws (including those related to unfair labor practices), laws dealing with the proper handling, accounting and disbursement of tenant damage or security deposits, laws regarding the storage, release and disposal of hazardous materials and toxic substances, including without limitation, asbestos, petroleum and petroleum products by Contractor. Contractor and City each shall notify the other of any notice of violation of law with respect to the Property that it receives from any governmental authority or any notice of violation or required corrective action that it receives from any board of fire underwriters or similar agency. Contractor agrees and acknowledges that it shall be responsible for, and shall use commercially reasonable efforts to, keep the Property in compliance with all bond and lender requirements, regulatory agreements and all other agreements and regulations applicable to the operation of the Property and, in so doing, Contractor shall make all submissions and filings required by such agreements and regulations, subject to the limitations described in Paragraph 2 of this Exhibit A.
17. **Nondiscrimination.** Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, ancestry, religion, national origin, creed, age, sex, marital status, physical or mental disability, or political affiliation in compliance with State and Federal laws related to discrimination (including housing), including, but not limited to, Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part I); Executive Order 11063 and the regulations issued pursuant thereto (25 CFR 570.601); Title VII of the 1964 Civil Rights Act (42 U.S.C. 2000-d); Title VIII of the 1968 Civil Rights Act (Public Law 90-384); the Age Discrimination Act of 1975 (42 U.S.C. 6101); the Americans with Disabilities Act of 1990 (and as subsequently amended and attendant regulations); Government Code section 11135 et. seq., and Section 504 of the 1974 Rehabilitation Act.
18. **Fidelity Bond.** Contractor shall furnish, as a Project expense, a fidelity bond.
19. **Inspection of Units.** Contractor shall inspect all units in the Project at least annually or as otherwise required by law or the City.

20. **Bids, Discounts, Rebates, and Commissions**. Contractor shall obtain contracts, materials, supplies, and services on the most advantageous terms available to the Project and shall solicit formal bids for each major item or service as required by the City and/or regulatory agreement(s). Contractor shall secure and credit to the General Operating Account all discounts, or commissions obtainable with respect to purchases, service contracts, and other transactions on City's behalf. Contractor shall not have a financial interest in contracts or procurement of services under this Paragraph.

21. **Specific Performance Requirements**. In addition to any other requirement mandated by the Agreement:

- a. Contractor shall maintain a monthly occupancy rate of 95%.
- b. Contractor shall begin filling a vacancy within five (5) days of said vacancy and shall complete filling said vacancy within 30 days thereafter unless otherwise agreed upon by the City.
- c. Contractor shall take immediate action on delinquent rents, lease violations, and resident caused damage.
- d. Contractor shall respond to routine work requests within three (3) days.
- e. Contractor shall respond to HOA requests or inquires within three (3) days.
- f. Contractor shall respond to emergencies immediately and complete work within 24 hours unless there are extenuating circumstances.
- g. Contractor shall lease units under terms required by the City and enforce said terms.
- h. Contractor shall maintain the grounds, common areas, and ensure units are maintained in a decent, safe, and sanitary condition.
- i. Contractor shall, within 24 hours, Contractor shall notify City of any police, fire, or health-related emergency activity.

22. **Site Manager**. Contractor shall designate an individual to serve as and to perform the duties of a Site Manager for all the Scattered Sites.

23. **Scattered Sites Descriptions**. The Scattered Sites shall consist of the following properties: 2232 Huntington Point Rd #54 / 2260 Huntington Point Rd. #98 / 2264 Huntington Point Rd. #101 / 532 Anita Street #101 / 536 Anita Street #86 / 1547 Broadway #37 / 621 D Street #109

3. **Term/Completion Date:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin on August 1, 2022 and end on June 30, 2022.

4. **Compensation:**

1. [Contract Service] Contractor's services to be covered by the Management Fee include the following:
 - Off-site overhead
 - Supervision
 - Preparation of financial statements and reports as agreed
 - Payroll and benefit processing
 - Off-site computer processing
 - Project bookkeeping and accounting

[Project Costs] Services not covered by the Management Fee, but which are covered via the Operating Budget and General Operating Account include the following:

- Employee costs including pay, benefits, taxes, and social security
- Fidelity insurance, errors and omissions insurance, E.P.L.I ., cyber insurance, tenant discrimination insurance & workers compensation insurance
- Project Operating expenses
- Maintenance & repairs
- On-site telephone & computer costs including software & hardware maintenance costs
- Annual audit and other owner reports not required by this Agreement.
- On-site computer costs (hardware and software) & processing

To the extent Contractor provides services identified in this section, they shall be paid at the hourly rate so specified from the Operating Budget in the amounts set forth in Section 2 [Service Fee], Paragraph B [Specified Project Costs] of this Paragraph 4 described below.

2. [Compensation].

A. [Service Fee] Contractor shall be compensated for its services under this contract by a monthly fee (“Management Fee”) to be paid out of the General Operating Account. The monthly fee shall be 6.75% of all residential, commercial, and miscellaneous income collected derived from the Project’s income, including additional subsidy amounts, in the total not to exceed amounts set forth below.

Term	Amount
Initial	\$12,600
Option Year 1	\$12,978
Option Year 2	\$13,368
Option Year 3	\$13,769
Option Year 4	\$14,182
Total	\$66,897

B. [Specified Project Costs] The following fees will be paid in addition to the Contractor’s Compensation (identified the Operating Budget and paid from the General Operating Account):

- Hourly Rate for Site Manager services billed at \$25.00 per hour.
- Hourly Rate for Maintenance services billed at \$25.00 per hour.
- Hourly Rate for Compliance services billed at \$25.00 per hour.
- Mileage reimbursement for visiting the sites at the IRS rate for mileage reimbursement.
- Software Expenses of \$550 per year as follows:

- Yardi Costs at \$40 per year per unit or \$280 per year
- Email connection fee at \$10 per month or \$120 per year
- Anti-virus software proration at \$150 per year

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider via the Service Fee for services performed through June 30, 2027, shall not exceed \$66,897.

5. Special Provisions

Permitted Sub-Contractor/Service Providers: None

Security for Performance: Provide Fidelity Bond as stated in the Agreement

Notwithstanding the term/completion date set forth in Section 3 above, City has option to extend this Agreement for four (4) additional terms, defined as a one-year increment. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased as agreed by the Parties. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: None.

EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**⁴ from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
		<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (select one or more of the categories under which the Contractor shall file): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input checked="" type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Naader Ho

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).