

## **LEGAL SERVICES AGREEMENT**

This Legal Services Agreement ("Agreement") is entered into on this 7 day of April, 2021 by and between the Fairfield Housing Authority ("Authority") and the law firm of Goldfarb & Lipman LLP ("Attorneys").

1. **LEGAL SERVICES.** Attorneys shall provide the Authority the legal services described in Exhibit "A," attached hereto. The Authority and Attorneys shall each cooperate with the other in the course of the representation and keep the other informed of all relevant developments. Attorneys agree to abide by any and all guidelines promulgated by the Authority related to the legal services provided hereunder.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on April 7, 2021 and terminate on April 6, 2023. Attorneys and Authority may agree to renew this Agreement in writing for additional periods.

3. **DEFINITION OF AUTHORITY.** For purposes of this Agreement, the Authority shall include the Authority, its member entities and its elected and appointed officials, agents, servants, employees and volunteers.

4. **AUTHORITY-DESIGNATED AUTHORIZED REPRESENTATIVE.** The Authority's designated authorized representative for this Agreement shall be the Director of Housing Services or his or her designees. All direction and approval of Attorneys' work for the Authority shall be by the Director of Housing Services or his or her designee.

5. **ASSIGNMENT OF FIRM ATTORNEYS.** Isabel Brown will be the attorney with the primary responsibility for the services provided by Attorneys under this Agreement. Attorneys shall identify the other attorneys who also will be providing legal services. The Authority retains the right to approve or disapprove of any and all attorney assignments.

6. **COMPENSATION.** Attorneys shall be paid on an hourly fee basis at the billing rates set forth in Exhibit "B," attached hereto. In addition, the Authority shall reimburse Attorneys for all usual and customary costs and expenses incurred by Attorneys, including but not limited to, messenger and other delivery fees other than US Postal service costs, photocopying, third party document management, court costs and other similar items. All such expenses shall be billed to the Authority at actual cost. Attorneys shall not bill the Authority for secretarial overtime or overhead expenses. Any requests for extraordinary expenses such as travel or the retention of experts or consultants, shall be approved in advance in writing by the Authority.

7. **BILLING.** Billings shall be submitted to the Director of Housing Services on a monthly basis.

8. **NOT TO EXCEED AMOUNT.** The total fees and costs incurred under this Agreement shall not exceed \$200,000 unless approved in advance by the City Council.

9. **COMMUNICATIONS.** Attorneys shall promptly respond to all communications from the Authority and will keep the Director of Housing Services fully advised of the matters they are working on for the Authority, including but not limited to any significant events.

10. **ATTORNEYS NOT AN AGENT.** Except as may be specified in writing by the Authority, Attorneys shall have no authority, express or implied, to bind the Authority to any agreement or obligation whatsoever.

11. **RECORDS.** Attorneys shall retain all records for a period of seven (7) years from the date of completion of services; or, alternatively, if Attorneys' own internal retention policy is for a period less than seven (7) years, Attorneys shall, after expiration of its own internal retention period, forward the records to the Director of Housing Services for retention. In no event shall Attorneys destroy or otherwise purge any records without providing the Authority with thirty (30) days written notice of such purging. Records will be made available to AUTHORITY upon request.

12. **INDEMNIFICATION.** Attorneys shall indemnify, defend, and hold harmless the Authority, its officials, officers, employees, agents and volunteers from any and all claims, liabilities, damages, suits, or actions of any kind to the extent arising from the negligence, errors or omissions or willful misconduct of Attorneys in the performance of this Agreement.

13. **LIABILITY INSURANCE.** Attorneys shall maintain the following insurance coverages during the term of this Agreement:

a. Commercial General Liability coverage (Occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If this coverage is subject to a general aggregate liability limit, such limit shall be twice the required occurrence limit.

b. Automobile Liability coverage (Form CA 00 01 with Code 1-any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation insurance as required by the State of California and Employers' Liability Insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

d. Professional Liability coverage in the minimum amount of \$1,000,000 per claim.

Except for the professional liability coverage, the Authority, its officials, officers, employees, agents and volunteers shall be named as additional insureds on each insurance policy. Attorneys' insurance shall be the primary insurance and any insurance or self-insurance maintained by the Authority shall be excess of Attorneys' insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, cancelled or reduced in limits except upon 30 days prior written notice to the Authority. Attorneys shall provide proof of the required insurance coverages satisfactory to the Authority prior to the commencement of their services under this Agreement.

14. **RULES OF PROFESSIONAL CONDUCT.** In addition to the requirements of this Agreement, Attorneys shall fully comply with their obligations under the Rules of Professional Conduct of the State Bar of California.

15. **NONDISCRIMINATION.** Attorneys shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

16. **STATUS OF ATTORNEYS.** At all times during the term of this Agreement, Attorneys shall be an independent contractor of the Authority. No personnel employed by Attorneys shall acquire any rights or status as employees of the Authority, and Attorneys shall be responsible in full for payment of their employees, including fringe benefits and payment of all applicable federal, state and local taxes. Based on the scope of this engagement, the attorneys and other firm personnel providing services to Authority under this Agreement shall not be considered a "public official" for the purposes of Government Code Section 87200 et seq.

17. **WITHDRAWAL.** Attorneys may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California.

18. **TERMINATION.** The Authority may terminate this Agreement at any time. The Authority shall be responsible for payment of those legal services rendered by Attorneys prior to notice of termination. All files, written material, and documents will be transferred to Authority upon request after such termination. Attorneys will be available to consult with the Authority or with Authority's new attorneys with respect to facts and circumstances of any legal matter for a reasonable time following such period of termination.

19. **MODIFICATION.** If, during the term of this Agreement, it becomes necessary to amend or modify the terms, conditions, scope or requirements of this Agreement, such amendment or modification shall only be made upon the mutual written agreement of Attorneys and the Authority.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

Executed on the date first written above.

GOLDFARB & LIPMAN, LLP  
A Limited Liability Partnership

By: Isabel B  
Name: Isabel Brown  
Title: Partner

FAIRFIELD HOUSING AUTHORITY

By: \_\_\_\_\_  
Name: Stefan Chatwin  
Title: Executive Director

## **Exhibit "A"**

### **SCOPE OF WORK**

1. Establish a nonprofit tax-exempt affiliate of the Authority to participate in affordable housing developments, including preparation of:
  - a. Articles of Incorporation
  - b. Bylaws
  - c. Formation Resolutions
  - d. First Meeting Minutes
  - e. Coordination and Administration Agreement
  - f. Promissory Note (regarding start-up financing)
  - g. Form 1023 (federal income tax exemption)
  - h. Form 3500A (state income tax exemption)
  - i. Form BOE 277 (Organizational Clearance Certificate for the welfare exemption)
  - j. Form BOE 267 and BOE 267-L (County welfare exemption documents)
2. Establish single member, single asset limited liability companies in which the nonprofit affiliate is the sole member to participate in affordable housing developments, including:
  - a. preparation of Articles of Organization and Operating Agreement
  - b. filing documents with the Secretary of State
3. Negotiate with developers, investors, and lenders for the development of affordable housing, either jointly with the Authority or self-development by the Authority, including negotiation of:
  - a. letters of intent
  - b. joint development agreements
4. Assist with the preparation of affordable housing funding applications including but not limited to applications to TCAC and CDLAC.
5. Prepare and negotiate contracts with third party consultants necessary for affordable developments including but not limited to architect and contractor contracts.
6. Prepare and negotiate loan documents with affordable housing developers for federal, local, and seller funds, including but not limited to CDBG, HOME, or Successor Agency funds.
7. Prepare and negotiate documents associated with the development, funding, and syndication of affordable housing developments including but not limited to:
  - a. loan documents
  - b. ground leases, purchase agreements
  - c. limited partnership agreements
  - d. option agreements
  - e. development services agreements
  - f. project based voucher documents

- g. opinions
- 8. Review title documents associated with affordable housing developments.
- 9. Establish and draft documents for the development and funding of affordable homeownership developments.
- 10. Assist with land use issues related to affordable housing development including but not limited to CEQA, NEPA, Subdivision processing, and entitlement processing.
- 11. Assist in establishing CFDs including but not limiting to:
  - a. Advise on what type of district would best achieve goals and desired outcome
  - b. Determine what costs and services can be included in the district
  - c. Coordinate with engineering and financial consultants on required reports and methodology
  - d. Prepare noticing and election ballots
  - e. Prepare resolutions and staff reports for public hearings
  - f. Advise on election process and protests
- 12. Provide such other legal assistance as may be requested.

**Exhibit "B"**

**BILLING RATES**

Partner	\$325-350
Senior Counsel	\$320-350
Associate	\$230-320
Senior Law Clerk	\$205
Law Clerk	\$170
Litigation Project Coordinator	\$185
Project Coordinator	\$185