

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 14.1
(ID # 15709)**

**MEETING DATE:
Tuesday, July 20, 2021**

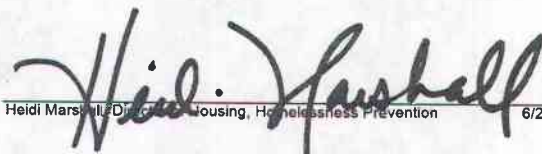
FROM : RIVERSIDE COMMUNITY HOUSING CORP.:

SUBJECT: RIVERSIDE COMMUNITY HOUSING CORP.: Approve this Legal Services Agreement by and between Riverside Community Housing Corp., a California nonprofit corporation ("RCHC"), and Gubb and Barshay LLP, a California limited liability partnership; Authorizing Gubb and Barshay LLP to provide legal counsel and services Related to Allegheny Apartments (an Affordable Housing Project) Located in the City of Beaumont; District 5. [\$110,000 – 100% RCHC Corp. funds]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the attached Legal Services Agreement between Riverside Community Housing Corp. (RCHC), and Gubb and Barshay for a total contract amount not to exceed \$110,000; and
2. Authorize the Chief Operating Officer of RCHC, or designee, to execute the Legal Services Agreement on behalf of RCHC and to take all necessary steps to implement the Legal Services Agreement, including, but not limited to signing necessary and subsequent documents, subject to approval as to form by General Counsel.

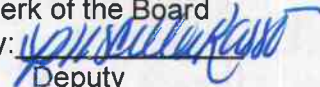
ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 6/29/2021

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Jeffries, seconded by Director Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 20, 2021
xc: RCHC

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$110,000	\$ 0	\$110,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Riverside Community Housing Corp F funds			Budget Adjustment: No	
			For Fiscal Year: 2021/22	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On March 30, 2021, the Board approved a Memorandum of Understanding (MOU) between LINC Housing Corporation (LINC) and RCHC that will allow both entities to form a limited partnership (Partnership) to construct, own and operate an affordable housing project in the City of Beaumont known as Allegheny Apartments (Project). The Board also, authorized the submission of a competitive tax-exempt bond application to the California Debt Limit Allocation Committee to fund the proposed Project and on April 28th the Project received an award of \$9,095,090 in federal Tax Credits. All funding necessary to develop proposed Project is secured and the Project is required to close construction financing by December 31, 2021, or forfeit the federal tax credits.

Now that the Project is in the construction financing closing phase, with consent from General Counsel we are asking the Board to allow RCHC to enter into the attached Legal Services Agreement with Gubb and Barshay, LLP to assist with review of all legal binding agreements necessary to formalize the Partnership and close construction financing on the Project as described in Exhibit A of the Legal Services Agreement. Gubb and Barshay is one of the top law firms specializing in the field of affordable housing; all costs associated with the Legal Services Agreement will be covered by the 25% stake in the Project that RCHC owns.

RCHC staff recommends approval of the attached Legal Service Agreement by and between, RCHC and Gubb and Barshay. All work prepared by Gubb and Barshay shall be overseen by General Counsel.

Impact on Residents and Businesses

The proposed Project will have a positive impact on residents and businesses in Riverside County as it will provide much needed housing and services of the homeless population.

Additional Fiscal Information

All costs incurred under this Legal Services Agreement will be covered from proceeds of the ownership stake that RCHC has in this Project.

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HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTACHMENTS:

- Legal Services Agreement by and between, RCHC and Gubb and Barshay


Steven Atkeson 7/12/2021  Gregory V. Priamos, Director County Counsel 7/1/2021

LEGAL SERVICES AGREEMENT

This LEGAL SERVICES AGREEMENT ("Agreement") is entered into as of the date written below, and is made by and between the RIVERSIDE COMMUNITY HOUSING CORP., a California non-profit corporation, hereinafter "RCHC", and GUBB & BARSHAY LLP, a California limited liability partnership, hereinafter "ATTORNEYS". RCHC and ATTORNEYS are individually referred to herein as a "Party" and collectively as the "Parties." The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on February 1, 2021, and continue until February 1, 2024, or the completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to Section 4, Section 5, Section 9, or Section 15(E)(3) herein.

2. LEGAL SERVICES. ATTORNEYS shall provide legal counsel and services as specified below:

- a. ATTORNEYS shall provide legal counsel and services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference; and
- b. All work shall be overseen by the County of Riverside Office of County Counsel. The Deputy County Counsel assigned to this matter is Lisa Sanchez.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be NICOLE KLINE. The Supervising Attorney shall have full authority to act for ATTORNEYS on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of RCHC and the Deputy County Counsel assigned to oversee this matter.

Upon execution of this Agreement, the Supervising Attorney shall provide to RCHC the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, RCHC. RCHC retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEYS represent and warrant that no RCHC employee whose position in RCHC enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEYS, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of the County, Housing Authority of the County of Riverside ("Housing Authority") or RCHC at the time of execution of this Agreement or who

JUL 20 2021 14.1

subsequently becomes affiliated with ATTORNEYS in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by ATTORNEYS to RCHC; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a period of one year from the date the former County, Housing Authority or RCHC employee left the County, Housing Authority or RCHC employment.

It is possible that some of the ATTORNEYS' present or future clients will have disputes with RCHC, the Housing Authority or County during the time that ATTORNEYS are representing the RCHC and ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS in any matter adverse to County, Housing Authority, or RCHC, or in which County, Housing Authority or RCHC's interest may be adversely affected, ATTORNEYS will advise RCHC in writing. Upon receipt of such notice, RCHC may determine that the conflict can be waived or may determine that it is in RCHC'S best interest to terminate the services of ATTORNEYS. Should RCHC determine that it is best to terminate the services of ATTORNEYS, RCHC will notify ATTORNEYS in writing of such decision. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from RCHC.

5. TERMINATION. Services performed under this Agreement may be terminated by RCHC in whole or in part, at any time that RCHC determines to be in its best interest. RCHC shall terminate services by delivering to ATTORNEYS a written Termination Notice executed by RCHC and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by RCHC, ATTORNEYS shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date. If this contract is terminated, ATTORNEYS will bill RCHC for the work performed for each phase (i.e, Real Property Acquisition, Financing Applications, Construction Financing and Real Estate Transactions and Syndication Closing as identified in the attached Scope of Work) at ATTORNEYS' hourly rate of \$550.000, but in no event to exceed \$15,000 for the Real Property Acquisition; \$5,000 for the Financing Applications; and \$45,000 for each of the Construction Financing and Syndication Closing phases.

ATTORNEYS shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by ATTORNEYS for RCHC. ATTORNEYS shall give RCHC copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The total amount of compensation to be paid to ATTORNEYS by RCHC for legal services to be provided pursuant to this Agreement and as set forth in the Scope of Work attached hereto as Exhibit A shall not exceed the maximum total amount of ONE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS (\$110,000.00) ("Contract Price"). These amounts may be amended by the parties to this Agreement, provided a written amendment

is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by RCHC beyond the approved compensation set forth herein.

7. EXPENSES. RCHC shall reimburse ATTORNEYS for their actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the ATTORNEYS' hourly rate.

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) express delivery charges; (iii) filing and search fees; (iv) outside photocopying charges; and (v) wire fees; provided however, that no single expenditure shall exceed \$600 without the prior written consent of the RCHC.

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide necessary information for RCHC'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by RCHC; and (iv) mileage or travel expenses from the regular office of ATTORNEYS to RCHC.

8. PAYMENT. Up to FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000) shall be due and payable at the time of close of escrow for any acquisition and acquisition financing of the real property. Up to FIVE THOUSAND AND NO CENTS (\$5,000) shall be due and payable following submission of financing applications. Up to NINETY THOUSAND DOLLARS AND NO CENTS (\$90,000) shall be due and payable at the time of the close of escrow for the syndication for the Project (as defined in the Scope of Work attached). The original billing statement(s) and one copy shall be submitted to:

Riverside Community Housing Corp.
5555 Arlington Avenue
Riverside, CA 92504
Attn: Michael Walsh
(951) 343-5455

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to RCHC with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

ATTORNEYS shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEYS shall make such documentation available to RCHC's auditors upon request and at such reasonable times and locations as may be agreed to between RCHC and ATTORNEYS.

RCHC shall make payment(s) for services rendered under this Agreement based on itemized billing statement(s) submitted by ATTORNEYS to RCHC. Payments shall be made by RCHC pursuant to the first paragraph of this Section 8. RCHC shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any fiscal year, this Agreement shall be terminated by RCHC upon immediate notice to ATTORNEYS. ATTORNEYS shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County Counsel or his /her designee shall have authority to act for RCHC on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNICATIONS WITH RCHC. ATTORNEYS recognize that their relationship with RCHC and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through RCHC is confidential and privileged. ATTORNEYS represent and warrant that they shall not disclose or use in any manner whatsoever any of the information from RCHC and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEYS understand that the Office of County Counsel is the empowered legal representative of RCHC and its officers and employees and ATTORNEYS shall not without specific direction from the Office of County Counsel communicate with, advise or represent the RCHC's legislative body or appointed bodies.

13. LICENSES. ATTORNEYS, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this agreement.

14. INTENTIONALLY DELETED.

15. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEYS' obligation to indemnify or hold RCHC harmless, ATTORNEYS shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the term "RCHC" herein refers to the County of Riverside, the Housing Authority of the County of Riverside and RCHC, their respective Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Directors, Board of Commissioners and Board of Supervisors, employees,

elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If ATTORNEYS have employees as defined by the State of California, ATTORNEYS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of RCHC.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEYS performance of its obligations hereunder. Policy shall name RCHC as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEYS shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RCHC as Additional Insured.

D. Professional Liability: ATTORNEYS shall maintain Professional Liability Insurance providing coverage for ATTORNEYS' performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If ATTORNEYS' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEYS shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ATTORNEYS have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the RCHC Risk Manager. If the RCHC's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) ATTORNEYS must declare its insurance self-insured retention for each

coverage required herein. If such self-insured retention(s) exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the RCHC Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the RCHC, at the election of the RCHC's Risk Manager, ATTORNEYS' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with RCHC or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- 3) ATTORNEYS shall cause their insurance carrier(s) to furnish RCHC with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by the RCHC Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to RCHC prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RCHC receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEYS shall not commence operations until RCHC has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 4) It is understood and agreed by the parties hereto and ATTORNEYS' insurance shall be construed as primary insurance and RCHC 'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; RCHC reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the RCHC Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEYS has become

inadequate.

- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the RCHC.
- 7) The ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) ATTORNEYS agree to notify RCHC of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. INDEMNIFICATION. ATTORNEYS shall indemnify and hold harmless the County of Riverside, Housing Authority of the County of Riverside and RCHC, their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of ATTORNEYS, its officers employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature whatsoever arising from the performance of ATTORNEYS, its officers, employees, subcontractors, agents or representatives. ATTORNEYS shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such services and performance.

With respect to any action or claim subject to indemnification herein by ATTORNEYS, ATTORNEYS shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCHC; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEYS' indemnification to Indemnitees as set forth herein.

ATTORNEYS' obligation hereunder shall be satisfied when ATTORNEYS has provided RCHC the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEYS' obligations to indemnify and hold harmless the Indemnitees herein from third party claims. The indemnification and hold harmless obligations set forth herein shall survive the expiration and termination of this Agreement.

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the RCHC or ATTORNEYS at the following addresses below, or at any other address RCHC or ATTORNEYS shall provide in writing to each other:

To RCHC:
Riverside Community Housing Corp.
5555 Arlington Avenue
Riverside, CA 92504
Attn: Michael Walsh
(951) 343-5455

With a copy to:
County of Riverside, Office of County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Attn: Lisa Sanchez, Deputy County Counsel
Phone: (951) 955-6300

To ATTORNEYS:
Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, California 94612
Attn: Nicole Kline
Phone: (415) 781-6600

18. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of RCHC. Any attempt by ATTORNEYS to assign or subcontract services relating to this Agreement without the written consent of RCHC shall constitute a material breach of this Agreement. However, ATTORNEYS may retain consultants and experts as ATTORNEYS deem appropriate after receiving the written approval of RCHC.

19. NON-DISCRIMINATION. In the performance of the terms of this Agreement, ATTORNEYS shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

20. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between RCHC and ATTORNEYS which supersedes all previous written or oral agreements and all prior communications between RCHC and ATTORNEYS relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

“RCHC”

“ATTORNEYS”

RIVERSIDE COMMUNITY HOUSING CORP., a California non-profit corporation

GUBB & BARSHAY, LLP a California limited liability partnership.

By: _____
Carrie Harmon,
Chief Operating Officer

By: _____
Nicole Kline,
Partner

Date: _____

Date: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: Synthia M. Gworek
for Lisa Sanchez, *Chief Deputy*
Deputy County Counsel

ATTACHMENT:

Exhibit A: Scope of Work

EXHIBIT A
SCOPE OF WORK
(Page 1 of 2)

The Law Offices of Gubb & Barshay shall represent and provide Riverside Community Housing Corp. (RCHC) with the following legal services relating to RCHC's acquisition, joint venture, financing, construction and development of that certain real property located in the City of Beaumont, California identified as Assessor's Parcel Numbers [] ("Project"):

A. Acquisition of Real Property:

1. Review title and survey and advise RCHC as to encumbrances and potential issues for construction financing.
2. Draft and/or review and negotiate purchase documents.
3. Prepare escrow instructions.
4. Review and negotiate acquisition financing documents.
5. Work with title and escrow company to close acquisition transaction.

B. Financing Applications:

1. Review financial projections and other details about the proposed project;
2. Advise RCHC as needed on application questions and requirements.
3. Prepare opinions as required to support applications.

C. Financing and Real Estate Transactions:

1. Advise RCHC regarding and perform all legal tasks on behalf of RCHC to close financing;
2. Advise RCHC regarding and perform all legal tasks on behalf of RCHC relating to construction and permanent financing, including, but not limited to reviewing LOIs and all construction loan and permanent loan documents;
3. Review disposition and development agreement and assist RCHC with negotiations;
4. Draft and negotiate contracts with consultants, as necessary;
5. Resolve title issues and prepare and/or review escrow instructions;
6. Review subordination agreements if required;
Review assignment and assumption agreements, if required;
7. Issue any necessary opinions, including, but not limited to opinions requested by County Counsel; and
8. Provide advice as needed.

EXHIBIT A
SCOPE OF WORK
(Page 2 of 2)

D. Syndication Closing:

1. Draft and/or review and negotiate MOU with LINC.
2. Advise RCHC regarding, and draft and/or review partnership agreement with LINC.
3. Advise RCHC regarding, and draft or assist RCHC in drafting documents necessary to create an LLC with RCHC as the sole member of the LLC;
4. Advise RCHC regarding and review financial projections;
5. Advise RCHC regarding the structure and terms of the syndication and the financing arrangements in a manner that will maximize syndication proceeds;
6. Advise RCHC regarding and review all documents necessary for the syndication, including, but not limited to, a partnership agreement, subscription documents, and an option to purchase the property by the general partner;
7. Issue any required opinions, including opinions requested by County Counsel; and
8. Assist in the negotiations of the terms of the syndication with investor.

E. General- For All Of The Above Tasks:

1. Meet with COUNTY staff and representatives as needed to accomplish the above stated tasks;
2. Review staff reports and other project related documents prepared by RCHC staff; and
3. Participate in project related meetings and RCHC Board of Directors meetings and other meetings as requested by RCHC.