



Good Neighbors

San Diego
Housing Commission

REPORT

DATE ISSUED: August 16, 2006 REPORT NO: HCR 06-63
ATTENTION: Chair and Members of the Housing Commission ITEM: 102
For the Agenda of September 15, 2006
SUBJECT: Continued Support for the City-County Reinvestment Task Force

REQUESTED ACTION:

That the Housing Commission continue to partially underwrite, on behalf of the City of San Diego, the cost of operating the City-County Reinvestment Task Force (RTF).

STAFF RECOMMENDATION:

That the Housing Commission authorize the President and Chief Executive Officer (CEO) to execute, with review by General Counsel, a contract in the amount of \$127,464 with James Bleisner to act as RTF Director and continue activities of the City-County Reinvestment Task Force from July 1, 2006 (retroactively) to June 30, 2007. The contract covers current salary, a two and one half percent (2½%) cost of living adjustment and a benefit package that is commensurate with other Housing Commission employees.

The proposed contract (Attachment I) includes three (3) one-year options to renew with cost of living adjustments commensurate with other Housing Commission employees.

BACKGROUND:

The Reinvestment Task Force was formed in 1977 by joint resolution of the City Council and the County Board of Supervisors and acts in an advisory capacity. It is made up of lenders, community organizations and members at large, and is co-chaired by a City Council member and a member of the Board of Supervisors. A membership list is included as Attachment II. Funding for the RTF comes from the City and County; in addition, the RTF secures periodic funding from grants and fundraising to accomplish its work.

The RTF meets monthly and is staffed by a Director and a student intern. The Housing Commission was directed by the City Manager several years ago to manage the RTF contract and act as fiscal agent. The County Housing Department provides office space and some supplies. The activities of the RTF are defined by a scope of services document and a report is provided annually regarding the fulfillment of the terms of that scope of service.

As a quasi-public committee jointly authorized by the City and County, the RTF's activities and operating guidelines are prescribed by contract. In addition, the RTF is obligated to comply with relevant policies of the City and County related to contracting and financial expenditures.



A state agency authorized by the City of San Diego

A detailed list of the Task Force's accomplishments during FY06, is included in the Annual Report, Attachment III. This report will be provided as an annual informational report to the Board of Commissioners and City Council members if the proposed term of the Director's contract is approved by the Board.

FISCAL CONSIDERATIONS:

Funds to operate the RTF are included in the FY07 budget.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On March 1, 1993 the Housing Commission approved administrative funding to support the RTF in partnership with the County of San Diego and continued that commitment through its annual budget process most recently approving the FY07 Budget on May 2, 2006.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

ENVIRONMENTAL REVIEW:

This action is categorically exempt from the provisions of CEQA pursuant to State CEQA Article 19 Guidelines Section 15301 (existing facilities). It is also categorically excluded from the provisions of NEPA under the provisions of 24 Code of Federal Regulations 58.35(b).

KEY STAKEHOLDERS & PROJECTED IMPACTS: N/A

Respectfully submitted,

Approved by,

**Signature on File
With Original Document**

Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

Elizabeth C. Morris
President & Chief Executive Officer

- Attachments I. Contract
II. Membership List
III. Annual Report
IV. Summary of Master Plan Goals and Accomplishments FY06

Distribution of these attachments may be limited. Copies available for review during business hours at the Housing Commission offices at 1625 Newton Avenue.

ATTACHMENT I

**SAN DIEGO HOUSING COMMISSION
CONTRACT EMPLOYEE AGREEMENT
FOR PROFESSIONAL EMPLOYMENT SERVICES**

WITH

JAMES D. BLIESNER

THIS AGREEMENT, entered into this 24th day of June 2006,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, CA 92113
619-231-9400

and the Contract Employee:

JAMES D. BLIESNER
3989 Ruffin Road
San Diego, CA 92123
858-694-8771

101. DESCRIPTION OF WORK

Contract Employee shall provide professional level services to the San Diego Housing Commission (Commission) as generally described in the specifications/scope of services attached hereto.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation and Work Schedule, Contract Attachment No. 3
4. Form 700 Statement of Economic Interests, Contract Attachment No. 4
5. CDBG Regulations, Contract Attachment No. 5

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective June 24, 2006 through June 30, 2007, or when the maximum compensation in Section 104.c is expended. This Agreement may be canceled at any time, in accordance with Sections 104.c. and 213. In addition to the foregoing, the Commission shall have the option, in its sole discretion, subject to funding availability, to extend the Agreement for up to three (3) successive annual periods. The maximum compensation for each option year shall not exceed the amount of the base contract amount plus a cost of living increase, which cost of living increase shall not exceed the average increase in compensation for Commission employees during the prior fiscal year. For sake of example, if the contract option is exercised by the Commission for the Fiscal Year 2008, the maximum compensation for FY 2008 shall not exceed the maximum contract amount for Fiscal Year 2007 plus the average percentage increase in compensation for all Commission employees for Fiscal Year 2007 times the amount of the maximum compensation for Contract Employee in FY 2007. The same procedure shall be used for each successive option year, if the option(s), or any of them, are exercised by the Commission. Nothing contained herein shall require the Commission to exercise any of the option(s). Further, no option may be exercised unless and until funding sources are identified to fund the option year(s). The Agreement is subject to cancellation and/or termination at any time if funding sources are not available. This right to terminate and/or cancel the Agreement is, in addition to, the right(s) of the Commission to terminate and/or cancel under the other provisions of this Agreement.

104. COMPENSATION AND METHOD OF PAYMENT

(a) Rates

For services performed under this Agreement, the Commission shall pay the Contract Employee at the rates set forth in Contract Attachment No. 3, "Compensation Schedule", attached hereto and made a part hereof.

(b) Expenses

In connection with services performed under this Agreement, Contract Employee shall be reimbursed for direct out-of-pocket expenses related to vehicle mileage, travel, printing or other Commission pre-authorized pre-approved expenses on the basis of invoice cost. Such expenses shall not include overhead or administrative costs. Expenditures related to services under this contract must be made in a manner that is consistent with Commission budget and funding source requirements, and in accordance with established Commission policies and procedures.

(c) Maximum Compensation

The total compensation, including benefits, for all services performed pursuant to this Agreement shall not exceed the sum of ONE HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDRED SIXTY FOUR AND 00/100 (\$127,464.00). Contract Employee

acknowledges that the Commission is under no obligation to compensate Contract Employee for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contract Employee to monitor its activities to ensure that the Scope of Services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contract Employee shall promptly notify the Commission.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contract Employee at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego, or other sources of funding fail to make available to the Commission such funds and/or the Commission and/or the Authority fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 213 of this Agreement.

Further, Contract Employee shall not receive any compensation except as referenced in this Agreement and pursuant to this Agreement, from any other source, either directly or indirectly concerning the scope of services set forth herein. In addition, for the term of this Agreement and for a period of one (1) year after the termination of this Agreement, the Contract Employee shall not be employed, either directly and/or indirectly, for compensation of any kind or nature, in any manner, either as a consultant, employee, agent and/or or officer and/or director or otherwise, of or for the San Diego Capital Collaborative and/or any other entity that has been formed or is hereafter formed as a result of the scope of services referenced in this Agreement as well as any work for which the Contract Employee has been previously compensated under the terms of prior Agreements with the Commission concerning the San Diego Capital Collaborative and any and all other entities that have been or will be formed pursuant the scope of work referenced herein. Further any and all CDBG conflict regulations shall apply to this Agreement, in addition to those referenced herein and in addition to those referenced in the San Diego Housing Commission Conflict Code.

(c) Method of Payment

The Contract Employee shall be paid pursuant to the Fair Labor Standards Act on a bi-weekly basis in accordance with established Commission policies and procedures in effect for employees of the Commission. Contract Employee will be paid from an approved timesheet submitted by Contract Employee in accordance with normal established timekeeping and payroll procedures for regular employees.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contract Employee at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris
President & Chief Executive Officer

Date: _____

CONTRACT EMPLOYEE:

By: _____
Contract Employee

Date: _____

Approved as to Form:

LEGAL COUNSEL:

Christensen Schwerdtfeger & Spath LLP,
A California Limited Liability Partnership

By: _____
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contract Employee

This contract calls for the performance of the services of the Contract Employee as specified in Contract Attachment No. 2, Specifications/Scope of Service. Contract Employee is a temporary employee as defined by Personnel Policies Section 102.105.B.4 and is subject to policies and procedures established for employees of the Commission, except as specified herein.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contract Employee shall be the property of the Commission from the moment of their preparation, and the Contract Employee shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contract Employee shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contract Employee pursuant to this Contract (including any duplicate copies kept by the Contract Employee) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contract Employee shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

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

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

(c) In the event of such a conflict, Contract Employee shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the

interests of either. Should no agreement regarding modification be reached, Commission may terminate its contract with Contract Employee and said Contract Employee shall comply with all applicable revolving door provisions of applicable law, including the CDBG Conflict Regulations, including the one (1) year revolving door provision of the CDBG Conflict Regulations, when applicable.

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

(e) Contract Employee agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client that would enable Contract Employee to comply fully with its terms.

(f) Contract Employee shall not use his/her position for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, including but not limited to those with whom they have family, business, or other relationships. Contract Employee shall not accept gratuities or any other favors from subcontractors or potential subcontractors or contractors. Further Contract Employee shall not seek nor obtain nor accept additional employment that is in any way incompatible with the services being rendered by the Contract Employee under the terms of this Agreement during the term of the Agreement and for one (1) year thereafter. In addition, Contract Employee shall not accept compensated positions and/or employment, with other entities, of any type, that would create a conflict of interest under applicable, local, state and federal law, including but not limited to the Commission's Conflict of Interest Code and administrative regulations promulgated under such Conflict of Interest Code.

(g) Contract Employee is subject to all Federal, State, and local conflict of interest laws and policies relative to public contracts and procurement practices, including but not necessarily limited to the provisions of California Government Code section 1090 et seq. and California Government Code section 87100 et seq. Contract Employee shall not recommend or specify any product, supplier, or contractor with whom Contract Employee has a direct or indirect financial or organizational interest or relationship that would violate the provisions of any conflict of interest laws. Contract Employee may be subject to damages to Commission for any violation or for causing any violation of this Agreement, and may be subject to further fines or penalties under State law. Contract Employee shall certify compliance with these provisions to the Commission, at such times and on such forms as the Commission shall from time to time designate. Contract Employee may also be required to file a Statement of Economic Interest (Form 700) disclosing relevant economic interests pertinent to this procurement. Such forms, if required, will be placed on file with the Commission and City Clerk, and will be made available for public inspection.

205. Contract Employee's Liability

(a) The Contract Employee shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of the Contract Employee itself, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contract Employee shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contract Employee, or its agents; or
- 2) for any breach of any obligations, duties or covenants of Contract Employee under this Contract or transactions related to it.

206. Insurance

Contract Employee shall not commence work until Contract Employee has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contract Employee agrees to the following:

(a) Contract Employee shall maintain and provide evidence of personal automobile liability insurance pursuant to Commission policies.

(b) Contract Employee agrees to meet the insurability requirements of the Commission's automobile insurance carrier when required to drive in the normal course of executing services under this contract.

(c) Contract Employee shall not subcontract with other contractors or employees for any services arising out of or in connection with the Contract Employee's performance of work under this Agreement.

(d) The Contract Employee shall furnish to the Commission verification of Insurance evidencing the insurance carried in compliance with this Section. Contract Employee shall provide at least 30 days prior written notice to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

207. Correction of Work

The performance of services by the Contract Employee shall not relieve the Contract Employee from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contract

Employee, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contract Employee agrees to read and comply with the provisions of the San Diego Housing Commission's Equal Opportunity Policy, Administrative Regulations on Sexual Harassment, and Personnel Policy on Standards of Conduct.

(a) Contract Employee shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law.

209. Time Keeping and Project Reporting

In accordance with generally accepted recordkeeping principles, the Contract Employee shall maintain full and complete records of the hours of work and work performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Contract shall be subcontracted.

211. Assignability

(a) The Contract Employee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation).

212. Changes

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

213. Termination

This Contract may be terminated by either party at any time by written notice to the other, the effective date of cancellation being the day of said written notice with no further action required by either party. All completed work or other work in process shall be relinquished to the Commission upon termination.

214. Entire Agreement

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

215. Partial Invalidity

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

216. Contract Governed by Law of State of California

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

217. Interest of Member of Congress

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

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

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

219. Drug-free Workplace

Contract Employee shall certify to the Commission that it will comply with the terms of the drug-free workplace policy as established for employees of the Commission:

- (a) Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contract Employee's workplace. Violations are subject to immediate termination of contract.

220. Labor Provisions

It is the responsibility of the Contract Employee to be fully aware of and comply with every requirement under applicable Federal and State law affecting this contract.

221. Extension of Contract Term

(a) Provided that the Contract Employee is not in default under the terms of this Agreement, the President & Chief Executive Officer of the Housing Commission may extend the terms of the Agreement for a period(s) designated in Notice(s) of Extension, on the same payment schedule, terms and conditions in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contract Employee.

(b) The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contract Employee and that the stated terms and conditions of the Agreement shall be adhered to by the Contract Employee and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contract Employee shall provide the Commission with additional verification of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contract Employee not earlier than thirty (30) calendar days before the original termination date of the Agreement and not later than seven (7) calendar days prior to the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contract Employee a right to compel the President & Chief Executive Officer of the Housing Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority of the City of San Diego hereby delegate the authority to the President & Chief Executive Officer of the Commission to pay compensation to Contract Employee, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

222. Statement of Economic Interest Disclosure Form

Contract Employee shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No.4, at the following times:

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

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

223. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

224. Lobbying Provisions

Contract Employee hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- (3) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
- (4) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

COMMISSION:

San Diego Housing Commission

By: _____
Elizabeth C. Morris
President & Chief Executive Officer

Date: _____

CONTRACT EMPLOYEE:

By: _____
Contract Employee

Date: _____

Approved as to Form:

LEGAL COUNSEL:

Christensen Schwerdtfeger & Spath LLP,
A California Limited Liability Partnership

By: _____
General Counsel
San Diego Housing Commission

Date: _____

**CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES**

When and as directed by the Commission, Contract Employee shall perform specified services to include but not limited to:

The Reinvestment Director provides principal staff support to the City-County Reinvestment Task Force. When and as directed by the Commission or Reinvestment Task Force Co-Chairs as stipulated in Section 106 of this Agreement, Contract Employee shall perform specified services within the purview of the City-County Reinvestment Task Force to include, but not limited to, the following:

- A. Mission Statement:** To spur private and public financing of affordable housing and economic development activities in those areas suffering from disinvestment. In pursuit of its mission, the Task Force will accomplish those tasks listed below.

I. PROVIDE RECOMMENDATIONS TO THE CITY AND COUNTY

The Task Force shall serve in an advisory capacity to the City and County of San Diego.

II. MONITOR AND REPORT LENDER PERFORMANCE

The Task Force, or a committee thereof, shall work with community, local government, and lender representatives to:

- A. Establish new, or upgrade existing, San Diego specific Community Reinvestment Act (CRA) plan(s) with a minimum of two (2) lenders active in the local market based, in part, on market share and proportion of local deposits held;
- B. Monitor CRA plan performance by lenders during at least six lender-monitoring meetings to review progress on existing reinvestment plans;
- C. Report status of monitoring efforts to the City and County on an annual basis;
- D. Modify San Diego specific CRA plans based on ongoing lender performance and changing market conditions; and
- E. Annually analyze lender Home Mortgage Disclosure Act (HMDA) data and provide report to the City Council and Board of Supervisors.

III. MARKETING AND PUBLIC INFORMATION

The Task Force shall develop and implement a marketing/public information plan that includes, but is not limited to:

- A. Development and maintenance of an Internet web site for electronic display and distribution of information related to Reinvestment Task Force activities;
- B. Production and distribution of at least six press releases and/or effect the publication of six articles featuring the Reinvestment Task Force operations or issue positions;
- C. Production and distribution of RTF newsletter no less than three times annually to interested government, community, and lending industry representatives;
- D. Provide Reinvestment Task Force participation in ten public meetings to present information regarding Community Reinvestment Act and San Diego lender agreements.
- E. Implement the Reinvestment Task Force Master Plan (Business Plan), specifically to establish the Capital Collaborative.
- F. Supervise RTF staff (Program Analyst) and oversee budget.
- G. Write necessary grants to supplement RTF funding for administration and for special projects. Provide all necessary program reports related to grant receipts.
- H. Establish and staff all necessary RTF sub-committees for pertinent program activities (lender negotiations, capital collaborative advisory group, etc).

Within the parameters of City and County policy, the Task Force shall advocate for affordable housing and economic development programs on behalf of those not adequately served.

IV. NEW PROGRAM DEVELOPMENT/SAN DIEGO CAPITAL COLLABORATIVE

The Task Force, or a committee thereof, shall investigate at least one new housing or economic development initiative, and forward recommendations for implementation to the City and County. Contract Employee shall serve as non compensated staff for the San Diego Capital Collaborative for as long as the Board of Directors may elect, and shall perform all administrative staff work for the San Diego Capital Collaborative, including attendance at all Board meetings of the San Diego Capital Collaborative and shall oversee and monitor the activities of the San Diego Capital Collaborative on behalf of the City, County and the Commission. Contract Employee shall report to the Commission, the City and County, not less frequently than quarterly concerning the milestones of the equity fund raising activities of the San Diego Capital Collaborative. Contract Employee shall accept no compensation from the San Diego Capital Collaborative for any services that it renders for the San Diego Capital Collaborative, during its term of employment with the

Commission, nor for a period of one (1) thereafter, nor as otherwise prohibited under any applicable laws.

B. CITY/COUNTY REINVESTMENT TASK FORCE PROPOSED OPERATING PROCEDURES

I. MEMBERSHIP

A. The Task Force shall be comprised of up to fifteen voting members from the following designated categories:

- 1) a member of the City Council of San Diego who shall serve as Co-Chair;
- 2) a member of the County of San Diego Board of Supervisors who shall serve as Co-Chair;
- 3) a representative from each of five lenders (some of which are larger lenders in the area);
- 4) five representatives of community housing, economic development and small business organizations; and
- 5) one representative of cities from each of three regions of the County: one designated from North County cities, one designated from East County cities, and one designated from South County cities.

B. Members shall be appointed as follows:

- 1) The Mayor shall appoint and the Council shall confirm the member of the City Council designated as Reinvestment Task Force Co-Chair;
- 2) The County of San Diego Board of Supervisors shall designate a boardmember as Co-Chair;
- 3) The Co-Chairs shall designate cities in specified regions of the County each of which may appoint one Task Force member.
- 4) The Co-Chairs shall appoint the remaining members of the Task Force.

C. Members shall be appointed to serve terms of up to three years in duration, and may be appointed to serve up to one additional consecutive term.

D. An annual membership fee shall be received from designated cities that appoint Task Force members. The fee amount shall be determined by the principle funding entities.

II. ADMINISTRATION

- A. The Task Force shall meet a minimum of ten (10) times during the calendar year.
- B. Committee meetings shall be scheduled as directed by the Task Force.
- C. The Task Force shall select a Reinvestment Director, with agreement of the principle funding agencies, to:
 - 1. Provide staff support for Task Force and related meetings;
 - 2. Prepare meeting minutes and agenda;
 - 3. Provide written progress reports to the City and County (and other funding entities, if any) on a quarterly basis; and
 - 4. Carry out Task Force program activities.
- D. The Reinvestment Director shall report to a management subcommittee comprised of the San Diego Housing Commission President & Chief Executive Officer and the County of San Diego Chief Administrative Officer or their designees.
- E. The Task Force may select additional staff, as required, based on planned workload and available funds.

III. COMMUNITY/GOVERNMENT/INDUSTRY LIAISON

- A. The Task Force shall provide a forum for dialogue among government, community, and industry representatives in order to clearly define needs and facilitate affordable housing and economic development efforts throughout the City and County.
- B. The Task Force shall serve as a "Clearing House" or contact point, where Task Force members and staff will be available to consult with those seeking credit for CRA eligible purposes and those lenders seeking to implement CRA significant lending programs. The role of the Task Force in these instances would be to refer the inquiring party to the lender or "developer" most likely to have the loan program or project that would match their need.
- C. The Task Force shall assist banks in identifying unmet community credit needs and reinvestment opportunities.
- D. The Task Force may establish a schedule of fees to recover costs for specific services rendered to lenders or loan applicants.

COMMISSION:

San Diego Housing Commission

By: _____
Elizabeth C. Morris
President & Chief Executive Officer

Date: _____

CONTRACT EMPLOYEE:

By: _____
Contract Employee

Date: _____

Approved as to Form:

LEGAL COUNSEL:

Christensen Schwerdtfeger & Spath LLP,
A California Limited Liability Partnership

By: _____
General Counsel
San Diego Housing Commission

Date: _____

**CONTRACT ATTACHMENT NO. 3
COMPENSATION AND WORK SCHEDULE**

Contract Employee shall work a schedule determined by the Commission. Contract Employee will be paid at a base rate of \$101,057.00 annually on a salaried-exempt basis, pro-rated for part-time work. Payment shall occur on a biweekly basis in accordance with Commission established time reporting procedures and pay schedules. In continuation of prior agreements, Contract Employee shall receive, within the provisions of this Agreement, benefits to include paid holidays, annual leave, medical/dental/life/long term disability insurance coverage and pension plan participation, all in accordance with the policies established by the Commission with respect to its regular full time employees and as required by law. Contract Employee will participate in furlough program.

COMMISSION:

San Diego Housing Commission

By: _____

Elizabeth C. Morris
President & Chief Executive Officer

Date: _____

CONTRACT EMPLOYEE:

By: _____

Contract Employee

Date: _____

Approved as to Form:

LEGAL COUNSEL:

Christensen Schwerdtfeger & Spath LLP,
A California Limited Liability Partnership

By: _____

General Counsel
San Diego Housing Commission

Date: _____

**CONTRACT ATTACHMENT NO. 5
FEDERAL REGULATIONS RELATED TO THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

I. Compliance with Federal Regulations

Contract Employee agrees to comply with the following Federal Regulations as they may apply to Project. The regulations are incorporated herein by reference:

Clean Air Act, Sec. 306, 42 U.S.C. 1857 (h)

Clean Water Act, Sec. 508, 33 U.S.C. 1368

Environmental Protection Agency Regulations, 40 CFR, Part 15

Department of Labor Standards, 29 CFR, 3 and 5

Energy Policy and Conservation Act, (P.L. 94-163)

II. Community Development Block Grant Regulations

Contract Employee agrees to comply with HUD Community Development Block Grant Programs, the Act and the Regulations. Specifically, the following sections of the CDBG Regulations contained at 24 CFR, Part 570, as they may apply to Project are called to the Contract Employee's attention:

570.601

(a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000d et seq.), provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations implementing the requirements of Title VI with respect to HUD programs are contained in 24 CFR Part 1.

(b) The Fair Housing Act, P.L. 90-284, (42 U.S.C. 3601-20), which states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person because of race, color, religion (creed), sex, national origin, handicap or familial status.

(c) Executive Order 11063, as amended by Executive Order 12259, and implementing HUD regulations contained in 24 CFR Part 107, which directs that all action necessary be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made with Federal funds.

570.602

Section 109 of the act, as amended, requires that no person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal assistance made available pursuant to the Act. Section 109 also directs that the prohibition against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6. Those policies and procedures, as amended from time to time, are incorporated herein by reference.

570.603

Section 110 of the Act requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). These requirements apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

570.605

Funds provided under the Act shall not be expended for acquisition or construction purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the community in which the area is situated is participating in the National Flood Insurance Program in accordance with 44 CFR Parts 59-79, or less than a year has passed since FEMA notification regarding such hazards; and flood insurance is obtained in accordance with section 102(a) of the Floor Disaster Protection Act of 1973 (42 U.S.C. 4001).

570.606

The Uniform Relocation Assistance Act and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601), HUD implementing regulations at 24 CFR Part 42 and those other provisions contained in 570.606 apply to the acquisition of real property for an activity assisted under the Act to the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

570.607

(a) Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) requires, in connection with the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the metropolitan area in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area as the project. Contract Employee shall adopt appropriate procedures and requirements to assure good faith efforts toward compliance with the statutory directive. HUD regulations at 24 CFR Part 135 are not applicable to activities assisted under this part.

570.608

The Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4821-4846], the Residential Lead-Based Paint Hazard Reduction Act of 1992 [42 U.S.C. 4851-4856], and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

570.609

Assistance under the Act shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub-recipient during any period of debarment, suspension, or placement in an ineligible status.

570.610

Contract Employee shall comply with all applicable Federal, State and local laws, ordinances, policies, guidelines and requirements, including, but not limited to the

requirements, as set forth in 24 CFR Part 570.502, of: 24 CFR Part 85 (particularly and specifically Sections 3, 6, 12, 20, 21, 22, 26, 32, 33, 34, 35, 36, 37, 40, 41, 42, 43, 44, 51 and 52); OMB Circular A-122 (“Cost Principles for Nonprofit Organizations”); Attachments A, B, C, F, H, N and O of OMB Circular A-110 (“Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations”); and OMB Circular A-133 (“Audits of Institutions of Higher Education and Other Nonprofit Institutions”).

570.611

In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 shall apply.

In all cases not governed by 24 CFR 85.36, the provisions of 570.611(2) (b through e) shall apply.

III. Lobbying Prohibitions

Contract Employee hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the Agreement, that:

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

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) Contract Employee will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contract Employee and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

IV. Drug-Free Work Place

Contract Employee certifies to Commission that it does and will continue to provide a drug-free work place by doing each of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

(b) Establishing a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the work place; (2) the organization's policy of maintaining a drug-free work place; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.

(c) Posting the drug-free policy in a prominent place.

(d) Including language in each subcontract which indicates the subcontractor's agreement to abide by provisions of the drug-free work place program. Contract Employee, contractors and subcontractors shall be individually responsible for their own drug-free work place programs.

V. Equal Opportunity

Contract Employee and each subcontractor shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations hereafter enacted.

Contract Employee shall submit quarterly equal opportunity summaries of workforce representation statistics and contracting activities in the format specified by the Commission. The statistical report shall be accompanied by the narrative report which details the status of the program's progress. The report shall be submitted to the Commission through the Project Manager no later than thirty (30) days after the close of each quarter.

VI. Disabled Access

Contract Employee shall comply with the Federal Rehabilitation Action of 1973, as amended, the Americans With Disabilities Act (Public Law 101-336), and any other Federal and/or State laws and regulations enacted.

VII. Use of Ineligible Subcontractors

Contract Employee shall not use CDBG Funds directly or indirectly in its operations, or to employ, award contracts to, or otherwise engage the services of, or fund any Subcontractor during any period of debarment, suspension, or placement in ineligibility status of the Contract Employee or such Subcontractor under the provisions of 24 CFR Part 24.

VIII. HUD Section 3 Clause

The following subsections are included herein as the "Section 3 Clause" pursuant to the requirements of Title 24, Part 135 (24 CFR Part 135) of the Code of Federal Regulations, and are binding upon the parties to this Agreement. Contract Employee shall document its good faith efforts to comply with the terms and conditions of the Section 3 Clause, and furnish such documentation to City upon request.

(a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.

(b) The parties to this Agreement will comply with the provisions of said Section 3 Clause and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) Contract Employee will send to each labor organization or representative of workers with whom he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his or her commitments under this Section 3 Clause and shall post copies of the notice.

(d) Contract Employee will include this Section 3 Clause in every subcontract for work in connection with the Project, and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(f) In order to assist contractors in their compliance with Section 3, the City has entered into a Memorandum of Understanding (MOU), with the San Diego Workforce Partnership (SDWP). As part of the MOU, SDWP has agreed to enter into a first source Hiring Agreement with the City's contractors. The Contract Employee may contact SDWP at 1-888-884-7397, to design an appropriate development plan to assist them in meeting their Section 3 hiring obligations.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Title: _____

Date: _____

CONTRACT EMPLOYEE:

By: _____

Title: _____

Date: _____

Approved as to Form:
Christensen Schwerdtfeger & Spath LLP,
A California Limited Liability Partnership

By: _____
Charles B. Christensen
General Counsel

Date: _____

Attachment II

San Diego City-County Reinvestment Task Force Members of the Board

Tony Young (Co-Chair)
Councilman, District 4
MS 10A
202 C Street
San Diego, CA 92101

Ron Roberts (Co-Chair)
Supervisor, District 4
MS A500
1600 Pacific Hwy, Rm. 335
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Business Improvement District Council
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La Jolla, CA 92037

Jim Schmidt
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Bob Adelizzi
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Wells Fargo Bank
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Gordon Boerner, Vice President
San Diego National Bank
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Art Rivera
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San Diego, CA 92101

Joe Horiye
Program Director
Local Initiatives Support Corporation (LISC)
450 B Street, Suite 1010
San Diego, CA 92101-8007

Angela Lucero
VP Community Development Banking
Bank of America
CAO-103-04-04
450 B St., Suite 450
San Diego, CA 92101

Robert McNeely/Kathy Patoff
Sr. Vice President
Union Bank of California
530 B St., Suite 650
San Diego, CA 92101

ATTACHMENT III

ANNUAL REPORT

SAN DIEGO REINVESTMENT TASK FORCE

2005-2006

Mission statement: To spur private and public financing of affordable housing and economic development activities in those areas experiencing disinvestments.

I. PROVIDE RECOMMENDATIONS TO THE CITY AND COUNTY

The RTF has provided frequent recommendations to the City and County through the Co Chair staff. They have included additional equity funds, formation of land banks, revitalization strategies, financial education programming options and policies related to use of bank deposits.

II. MONITOR AND REPORT LENDER PERFORMANCE

The RTF sub committee commented on two mergers and held discussions regarding potential Community Reinvestment Act (CRA) planning for San Diego with Wachovia Bank and with the State Association of Credit Unions.

The RTF sub committee held seven bank-monitoring meetings with banks and received their annual data. The data was put into an annual summary and presented to the full RTF. The data showed that more than \$2.1 billion had been loaned and reinvested into single-family neighborhoods with nearly \$200M into affordable housing loans.

New products were suggested to the lenders in the monitoring meeting resulting in the establishment of a new, accessible banking account for very low-income persons.

The RTF, with the assistance of a consultant did an analysis of 2004 Home Mortgage Disclosure Data. The report also analyzed the prevalence of high priced check cashers, predatory home mortgages, and lack of access to small business credit and the location of bank branches outside low-income communities.

III. MARKETING AND PUBLIC INFORMATION

The RTF has maintained an up to date website in conjunction with the County of San Diego. The site contains copies of RTF reports as well as linkages and a review of the activities currently underway.

The RTF and its work appeared in over twenty newspaper articles and at least eight TV and radio public service announcements and interviews. The RTF also published and distributed over 3000 flyers and posters related to its financial education initiative.

The RTF distributed three newsletters electronically.

The RTF participated in eighteen public meetings related to CRA and the performance of banks under the Community Reinvestment Act.

The RTF performed most of the work items in the Summary of Master Plan Goals and Accomplishments (Attachment IV).

The Director oversaw one full time person for five months of the year and currently supervises a half time student intern.

The RTF wrote ten grants for funding for the RTF and its related activities.

IV. NEW PROGRAM DEVELOPMENT/SAN DIEGO CAPITAL COLLABORATIVE

The SDCC was formally incorporated as a non-profit and is self managing at this time. The first fund of the Collaborative has been closed at \$90M. Investigations of a second fund for affordable or workforce housing has begun. The SDCC provides regular reports and detailed progress reports to the regular RTF monthly meetings as well as thorough RTF attendance at SDCC board meetings.

V. ADMINISTRATIVE ACTIVITIES

The RTF has met the administrative requirements of the contract through its ten monthly meetings, its appointed members and various sub-committees throughout the year.

ATTACHMENT IV

REINVESTMENT TASK FORCE SUMMARY OF MASTER PLAN GOALS AND ACCOMPLISHMENTS FY 06

Formation of a San Diego based equity capital collaborative.

- Equity fund was formed at \$90M, preceded by a feasibility study, formation of a non-profit (SDCC) and hiring of fund manager (Phoenix Realty). First fund closed in 2005.
- Preliminary work to identify potential for second fund (housing).
- Preliminary work to create land bank fund for vacant land in older communities for affordable housing.

Formation of community economic development structures for credit unions.

- Two new community development credit unions have been established. One from the community and one as an offshoot of the Mission Federal Credit Union.
- Preliminary discussions have been held with the California Credit Union League regarding increased community reinvestment.

Enhanced policy and investment in a stable non-profit housing and economic development infrastructure.

- RTF provided some support for the City Inclusionary Housing Ordinance through the Council Offices of Stevens and Lewis.

Expanded home loan mortgage counseling.

- Financial education initiative can accomplish some of this goal
- Involvement of director at SD Foundation increases funding for non-profits who do this work.
- Encouragement of grants from lenders has happened in bank monitoring meetings.
- Significant technical assistance has been provided to HELPP for foreclosure counseling system but has not been funded.

Definition and implementation of a financing structure for mixed- use and vacant single-family lot development in older communities.

- The Smart Growth Equity Fund has this as a primary focus.
- Preliminary work to develop a model project has begun with Urban Economic Corporation

Encouragement of expeditious permit processing and reduced fee structure to encourage affordable housing development.

Formation of new and expanded capacity for small business technical assistance.

- Participate in statewide efforts to develop granting funds for small business technical assistance (Wells Fargo, Bank of America, US Bank).

Expanded investment in locally based small business lending intermediaries.

- Included in ongoing bank meetings as a priority for SD region funding.
- Had extensive discussion with fund managers for small business equity fund formation.

Expanded efforts to encourage compliance with fair lending laws and the Community Reinvestment Act (CRA).

- The RTF has provided comment on HOEPPA regulations, definitions of community development lending, as well as providing comment on the CRA performance of three banks over the past four years.
- Encouraged formation of local ordinances regarding fair lending by check cashers (Chula Vista/ National City).

Increased involvement of other financial institutions in community reinvestment.

- The RTF has had discussions with credit unions, insurance companies as well as the check cashing industry regarding CRA lending and investment.
- Completed study regarding cost and availability of homeowners insurance in low-income communities resulting in testimony to state Insurance Commissioner seeking monitoring and reporting legislation. Resulted in formation of investment pools by insurance companies.

Advocacy for revised federal Community Reinvestment Act to cover insurance companies, investment firms, and credit unions.

- The RTF has provided comment and testimony in Washington DC regarding the strengthening of CRA guidelines with FDIC, Treasury Department, Office of the Comptroller, Chairman Barnake of the Federal Reserve Bank, HUD.
- The RTF has worked with the Fair Banking Coalition in the drafting of a proposed State CRA law.
- The RTF has participated in discussions with the National Insurance Council on possible community reinvestment programming. Effort was also made to encourage insurance company investment in Smart Growth Equity Fund.
- Discussions are underway at the state and national level regarding the commitment of the credit unions to community reinvestment with the goal of defined, self-defined standards for performance

including community level participation. The recommendations are in line with existing CRA guidelines.

- RTF provided advocacy and linage to elected state representatives from SD on behalf of the Smart Growth Fund for \$60M investment by CalPers.

Expanded advocacy against research related to “predatory” home mortgage lending.

- Completion of HMDA analysis and use of data in dialogue with regulators
- Working sessions with office of the comptroller and Federal Reserve Bank regarding effects and frequency of this type lending in low-income communities.

Modification of existing City and County policies regarding community reinvestment.

- RTF negotiated policy with City Treasurer to request that all financial services contracts entered into by the City would include a request that bidders provide evidence of community reinvestment in low-income neighborhoods. RTF would receive copies of contractor responses and be allowed to comment of engage vendor in discussion regarding increase programming.