



Good Neighbors

San Diego
Housing Commission

- 1625 Newton Avenue
- San Diego, California 92113-1038
- 619/231 9400
- FAX: 619/544 9193

REPORT

DATE ISSUED: June 17, 2005

ITEM 103

REPORT NO.: HCR05-58
For the Agenda of July 8, 2005

SUBJECT: Continued Support for the City-County Reinvestment Task Force During Fiscal Year 2006 (Citywide)

SUMMARY

Issue: Should 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) during FY06 by contracting with the Reinvestment Director and a Program Analyst to provide staff support?

Recommendation: That the Housing Commission authorize the Chief Executive Officer to execute, with review of General Counsel, contracts in the amounts of \$132,275 for the Reinvestment Director and \$63,462 for a Program Analyst to continue activities related to administration of the City-County Reinvestment Task Force from July 1, 2005 to June 30, 2006.

Fiscal Impact: These funds are included in the FY06 RTF budget.

Previous Related 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 FY06 Budget on May 20, 2005.

BACKGROUND

The Reinvestment Task Force was formed in 1977 by joint resolution of the City Council and the County Board of Supervisors. It is made up of lenders, community organizations and members at large, and is co-chaired by a City Councilmember and a member of the Board of Supervisors. A membership list is included as Attachment 1. Funding for the RTF comes



from the City and County; in addition, the RTF secures periodic funding from grants to accomplish research work.

The RTF meets monthly and is staffed by a Director and a Program Analyst. The Housing Commission has been directed by the City Manager to manage the RTF contract and act as fiscal agent, and 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.

DISCUSSION

The two primary goals of the RTF are to monitor lending practices and to develop strategies for reinvestment. Existing City and County policies authorize the RTF to intervene in bank mergers and to develop reinvestment plans with lenders in the region. The RTF has worked with ten banks on these agreements and provides the City and County with periodic progress reports.

Key accomplishments during this contract period were the establishment of the San Diego Capital Collaborative (SDCC) and the receipt of a \$60 million investment for the Smart Growth Fund. The RTF initiated the formation of the non-profit, selected a director, recruited the board of directors, managed the process for selecting a fund manager and linked potential investors to the effort. The SDCC is currently established and self-sufficient based on fees. Other accomplishments include:

- Assisted in the approval of ordinances in Chula Vista and National City, which restrict the proliferation of payday lending outlets that charge excessive interest rates for short term credit to low-income residents.
- Analyzed home mortgage lending data for 2003.
- Held annual monitoring meetings with ten major banks to gather performance data for CRA lending for 2003. Provided summary report to RTF and HC.
- Assisted in establishment of the SEDC Entrepreneurial Academy to assist small businesses to grow and access credit.
- Provided evidence to the Federal Reserve Bank regarding the Bank of America/Fleet Bank Merger as well as the Chase Manhattan/Bank One merger.
- Assisted in the formation of the Barrio Logan CDC.

The RTF ratified the proposed budget on June 16, 2005. The Director and Program Analyst each received a five percent (5%) increase in their salaries. The Director receives full benefits, the Program Analyst does not.

ALTERNATIVE

Discontinue or reduce funding for the City-County Reinvestment Task Force. This alternative would conflict with City Council direction that the Housing Commission provide partial funding for Task Force operations and require the Task Force to secure alternate funding for operations in FY06. All of the work items in the previous year's contract were successfully fulfilled.

Respectfully submitted,

Approved by,

**Signature on File
With Original Document**

Carrol M. Vaughan
Executive Vice President and
Chief Operating Officer

Elizabeth C. Morris
President and
Chief Executive Officer

- Attachments:
1. RTF Membership
 2. FY2005 Progress Report
 3. RTF Budget
 4. Contract – Jim Bliesner*
 5. Contract – Charles D'Rozario*

*Limited distribution due to length. Copies are on file at the Office of the San Diego Housing Commission, 1625 Newton Avenue.

ATTACHMENT 1

REINVESTMENT TASK FORCE MEMBERSHIP

Co-Chairmen

Ron Roberts - County Supervisor Board Chairman

Anthony Young - City Councilman

Bank Representatives:

Art Rivera – Community Reinvestment Director, Washington Mutual Savings and Loan

Art has primary responsibility for directing the community reinvestment activities of Washington Mutual in the San Diego region. This includes the development of programs for affordable housing, small business development, and grant making.

Wendell French – Community Development Manager- Wells Fargo Bank

Wendell is responsible for coordinating the community reinvestment work of Wells Fargo in the San Diego region. This work, in 2001 provided over \$100 million dollars in credit to low income communities in the region.

Gordon Boerner – Senior Retail Estate Loan Officer and Community Development

Director- San Diego National Bank

Gordon is the lead staff person for SD National Bank in doing community lending and investment in the SD region. He also serves as the Chairman of the Scripps Ranch Planning Committee and is on the City “smart growth” finance committee.

Angie Lucero– Sr. Vice President, Bank of America Community Development Dept

Al is responsible for the community reinvestment activities in Southern Ca.. he reports directly to the national community development director Al focuses on policy and has no direct project funding or grant making authority. His role is to work with other departments of the bank in carrying out CRA

Bob McNeely – Senior Vice President – Union Bank

Bob is responsible for all Union Bank reinvestment activity in the state of California. He is based in San Diego and has served on the Task force for eight years. His involvement in community development activities in SD is diverse and comprehensive.

Community Representatives

Scott Kessler – CEO of the San Diego Business Improvement District Council and Formerly the Executive Director of the Adams Avenue Business Association for nearly ten years. Scott has served on the RTF for eight years and sits on the Board of numerous community housing and economic development organizations.

Lynn Hastings – Private Real Estate Investments
Lynn has developed a specialization in residential properties in the older communities of San Diego. She has developed numerous rehabilitation projects in those areas and brought investors to the process.

Joe Horiye – Executive Director – Local Initiative Support Corp.
Joe has previously represented the Asian Business Association and has experience as a non-profit developer. He was recently hired as the Director of LISC.

Jim Schmidt – Former Chief Counsel, Great American Savings and Loan
Jim is retired but serves on the RTF and was one of the originating institutions of the RTF in 1977. He also serves on a number of SANDAG sub-committees and the SD Chamber of Commerce

Bob Adelizzi – Former Chief Financial Officer, Home Federal Savings and Loan
Bob is also retired but serves on the board of the Federal national Mortgage Association as well as the RTF.

Marco Cortes – Private Businessman
Marco represents the So Bay region of the County and serves on the Chula Vista Planning Commission and advises the Metropolitan Water District

ATTACHMENT 2

PROGRESS REPORT CITY-COUNTY REINVESTMENT TASK FORCE FISCAL YEAR 2004-2005

Scope of Services

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 in fiscal year 2004-2005, accomplish those tasks listed below.

I. PROVIDE RECOMMENDATIONS TO THE CITY AND COUNTY

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

The Task Force has had communications with a number of City and County agencies regarding community reinvestment issues over the contract period. They include, County Housing and Community Development, County Office of Trade and Business Development, County Planning Department, Chief Administrative Officer, Supervisor Cox's Office, Supervisor Slater's Office, Supervisor Jacob's Office, City Housing Commission, City Economic Development Department, City Planning Department, Center City Development Corporation, Southeast Development Corporation, Mayor's Office, Councilman Inzunza's Office, Councilwoman Toni Atkins Office, Councilman Zucchet's Office, City Attorney's Office, and the City and County Treasurer.

Much of the content of these meetings was discussion regarding various reinvestment strategies underway or planned by the RTF such as the San Diego capital Collaborative, proposed new city and county policies on reinvestment.

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 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.**

The RTF sub-committee has worked with Bank of the West and Community Bancorp to develop reinvestment agreements. Bank of the West was acquired by BNP Paribas of France. The Bank provided a broad outline of their plans for the SD region but did not commit to a specific plan. They are currently involved in another merger and the RTF will provide comment regarding their performance since the Paribas acquisition. Community Bancorp is acquiring a second SD bank, Escondido Community National Bank and a second entry into the merger process will highlight their lack of commitment to mortgage and business lending in low-income communities.

- B. Monitor CRA Plan performance by lenders during six lender-monitoring meetings to review progress on existing reinvestment plans.**

Monitoring meetings were held with Wells Fargo Bank, Bank of America, California Bank and Trust, Union Bank, Washington Mutual Bank, Citibank and Comerica Bank.

C. Report status of monitoring efforts to the City and County on a bi-annual basis.

A report summarizing the CRA lending by each of these institutions was forwarded to the City and the County. Reinvestment to low and moderate income communities in the SD region totaled \$2.1B for 2003.

D. Modify San Diego specific CRA plans based on on-going lender performance and changing market conditions.

Modification of lending activities has been made with Bank of America and Union Bank as well as Washington Mutual.

E. Annually analyze lender Home Mortgage Disclosure Act (HMDA) data and provide report to the City Council and Board of Supervisors.

During the current fiscal year, the RTF has analyzed HMDA data for 2003. This analysis has been placed on the RTF web-site. It was also made available to the City and the County for Council and Board docketing.

MARKETING AND PUBLIC INFORMATION

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

A. Production of at least one informational brochure.

In addition it has continued to upgrade the RTF web-site www.co.san-diego.ca.us/rtf/. The web site is on-line and contains a comprehensive description of the RTF activities, a variety of research documents, and copies of its quarterly newsletter.

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.

The RTF has appeared in eight local newspaper articles. In addition it was featured in a number of national newsletters including that of the National Community Reinvestment Coalition.

C. Production and distribution of RTF newsletter no less than three times annually to interested government, community, and lending industry representatives.

The RTF has written, produced and distributed three newsletters. It is distributed quarterly to a diverse mailing list of over 800 government, lender and community organizations.

D. Provide Reinvestment Task Force participation in ten public meetings to present information regarding Community Reinvestment Act and San Diego lender agreements.

The RTF staff has participated in the following forums regarding CRA activities and agreements:

National Community Reinvestment Coalition
National Conference on Equity Capital Funds (San Francisco)
Southeast San Diego Forum on Housing
Catfish Club
California Community Reinvestment Coalition Board of Directors
Fair Banking Coalition Forum on a State CRA
Federal Reserve Bank Hearings on CRA Rules

E. Organization of and participation in, CRA related events such as neighborhood reinvestment seminars and lender fairs.

In addition to the above the RTF has been involved in educational events with the SD Caring Council, the County Welfare to Work Office, meetings to provide technical assistance with SD Foundation, First American Title, Congress for New Urbanism, City of SD Environmental Svcs., Chicano federation, Portland development Commission, Ecumenical Council, SD Chamber of Commerce, Federal Home Loan bank, Southeast Dev. Corp., City of SD Economic Developmental Dept., Emtek, as well as various community non-profit events.

F. Organization of, and participation in, an event(s) involving the Board of Supervisors, City Council and representatives of entities such as the Office of Thrift Supervision and the Federal Reserve bank to further community reinvestment efforts and knowledge thereof.

Community Representatives from the Federal Reserve Bank, the office of Thrift Supervision and the Office of the Comptroller of the Currency have all made presentations at the RTF, open to the public

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.

The RTF has advocated about these issues in a number of forums. First was a national advocacy effort to protect the CRA from being diluted by new standards, which would have exempted many banks from the law.

Second, has been the involvement of the RTF staff in various statewide groups that are focused on these issues as well, including the California Reinvestment Committee and the Greenlining Institute. This involvement has also included appointed members of the RTF and its sub-committee. Involvement in these groups has focused on creating policy regarding housing and economic development to be provided to lenders on a statewide level. This assists in establishing precedents, which have been duplicated on a local level. The RTF has been instrumental in designing and getting approved two new local ordinances that restrict excessive check cashing charges against low income consumers in National City and Chula Vista. These ordinances were needed in light of excessive "payday loan" interest rates.

The RTF has been a participant in the development of new bank products for low cost checking accounts for low-income consumers and was instrumental in creating two demonstration accounts with Citibank and WAMU.

The RTF has been involved in developing a comprehensive campaign to direct financial education programming for residents lacking this basic financial

information (the unbanked). It has worked in conjunction with the SD Foundation, the County of SD and the United Way.

III. NEW PROGRAM DEVELOPMENT

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.

The RTF has successfully developed the SD Capital Collaborative and assisting in accessing about \$90M in equity investments from the state pension fund, banks and insurance companies.

The RTF has established an existing sub-committee focused on developing a comprehensive strategy for financial education in the region.

The RTF has initiated investigation of the potential to establish a land trust using equity investments and providing a market return from the development of that land.

ATTACHMENT 3

RTF Budget FY 2005-2006

	Current	FY06 County	FY06 City	FY05	Supplemental 1	Supplemental 2	City	Additional	Additional
Uses	Budget	CDBG	CDBG	Carryover	County CDBG	City CDBG	In Kind	National City CDBG	County CDBG
Compliance (356)	Total	New	New		FY06	FY06	FY06	FY04	FY04
Salaries	\$157,398	\$33,170	\$33,170	\$34,673	\$23,000	\$15,965		\$17,420	
Director	\$100,512	\$21,182	\$21,182	\$34,673	\$23,000			\$475	
Assistant	\$56,886	\$11,988	\$11,988			\$15,965		\$16,945	
Benefits	\$38,740	\$8,080	\$8,080					\$22,580	
Benefits (Dir)	\$32,164	\$6,694	\$6,694					\$18,776	
Benefits (Asst)	\$6,576	\$1,386	\$1,386					\$3,804	
Legal	\$5,000	\$2,500	\$2,500						
Training	\$1,500	\$750	\$750						
Travel	\$3,500		\$3,500						
Contract Services	\$85,279					\$19,035		\$10,000	\$56,244
Mileage	\$4,000	\$2,000	\$2,000						
Equipment	\$3,500	\$3,500							
Rent	\$12,000				\$12,000				
IT	\$0								
Admin Support	\$35,000						\$35,000		
Total Uses	\$345,917	\$50,000	\$50,000	\$34,673	\$35,000	\$35,000	\$35,000	\$50,000	\$56,244
Total by Source	\$345,917	\$50,000	\$50,000	\$34,673	\$35,000	\$35,000	\$35,000	\$50,000	\$56,244

ATTACHMENT 4

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

WITH

JAMES D. BLIESNER

THIS AGREEMENT, entered into this 1st day of July 2005,

between the Commission:

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

and the Contract Employee:

JAMES D. BLIESNER
625 Broadway, Suite 110
San Diego, CA 92101
619-515-6148

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

6. 103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective July 1, 2005 through June 30, 2006, 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.

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 THIRTY TWO THOUSAND TWO HUNDRED SEVENTY FOUR AND EIGHT CENTS (\$132,274.80). 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 \$8,376.03 per month 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.

The Contract Employee shall receive a retro pay adjustment of \$184.09 for the period of June 25, 2005 through July 8, 2005.

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: NAME

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath LLP,
A California Limited Liability Partnership

By: _____

General Counsel for
San Diego Housing Commission

Date: _____

ATTACHMENT 5

**SAN DIEGO HOUSING COMMISSION
CONTRACT EMPLOYEE AGREEMENT
WITH
CHARLES D'ROZARIO**

THIS AGREEMENT, entered into this 1st day of July 2005,

between the Commission:

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

and the Contract Employee:

Charles D'Rozario
625 Broadway, Suite 110
San Diego, CA 92101
619-515-6149

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

6. 103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective July 1, 2005 through June 30, 2006, or when the maximum compensation in Section 104.c is expended. This Agreement may be cancelled at any time, in accordance with Sections 104.c. and 213.

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 SIXTY THREE THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS (\$63,462.00). 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

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. In addition, 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. Further, 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 nonrenewal 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 novation).

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 Executive Director 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 Executive Director 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 Executive Director 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

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:

- A. Research, prepare and edit quarterly Task Force newsletter
- B. Research internet for variety of information and data including Home Mortgage Disclosure Data, grant information, related FFEIC data, demographics data, bank data and ownership information, etc.
- C. Attend and set up bank meetings related to monitoring and negotiating reinvestment plans for the SD region.
- D. Access and interpret CRA intervention regulations for use by RTF Director.
- E. Research, prepare and give formal presentations to RTF and related groups regarding RTF activities, research, etc.
- F. Participate and assist in the coordination of a variety of short-term projects as assigned by RTF Director.
- G. Assist in implementation of Reinvestment Master Plan.
- H. Maintain RTF website as needed.
- I. Prepare annual lending activity summary and appropriate Council and Board reports
- J. Assist RTF Director with administrative task such as maintaining mailing lists, drafting letters, phone and internet communications, preparing for meetings, etc.
- K. Develop needed PowerPoint presentations.
- L. New Program Development/SAN DIEGO CAPITAL COLLABORATIVE

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.

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 \$4,740.49 per month. Payment shall occur on a biweekly basis in accordance with Commission established time reporting procedures and pay schedules. No benefits shall be provided except those minimally required by law. Benefits specifically excluded are Employee Group Health, Dental, Life, Long-Term Disability, San Diego Housing Commission Pension Plan, Voluntary Section 457 Tax Deferred Savings Plan, or any other group benefit available only to regular employees of the Commission. Contract Employee must participate in the San Diego Housing Commission Mandatory Section 457 Tax Deferred Savings Plan that requires Contract Employee's contribution of 3.75% of earnings through pre-tax payroll deduction with a 3.75% match by the Commission. Contract Employee does not participate in the furlough program.

The Contract Employee shall receive a retro pay adjustment of \$104.19 for the period June 25, 2005 through July 8, 2005.

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

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:

NAME

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath LLP,
A California Limited Liability Partnership

By: _____

General Counsel for
San Diego Housing Commission

Date: _____