



REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AND THE SAN DIEGO CITY COUNCIL

DATE ISSUED: June 4, 2020

REPORT NO: HAR20-018

ATTENTION: Council President and Members of the City Council
Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of June 12, 2020

SUBJECT: Approval of Contract Renewal between San Diego Housing Commission (Housing Commission) and Mental Health Systems (MHS) to Operate the City of San Diego's Transitional Storage Center, Currently Known as the Storage Connect Center I, at 116 South 20th Street, San Diego, California 92113; Approval of the Execution of an Initial Contract and Approval of the Allocation and Expenditure of Funds for the City of San Diego's Transitional Storage Center, currently known as the Storage Connect Center II, at Lea Street Terminus, San Diego, California 92105, at its Current Capacity of 500 Storage Units at any one time; and Approval of Proposed Memorandum of Understanding between the Housing Commission and the City of San Diego for the Provision of Transitional of Storage Centers

COUNCIL DISTRICT: 8 and 9

REQUESTED ACTION

Approve the execution of the second renewal option of the contract and the allocation and expenditure of funds to support the payment of building lease costs for the City of San Diego's Transitional Storage Center, currently known as the Storage Connect Center I, at 116 South 20th Street, San Diego, California 92113, at its current capacity of 500 storage units at any one time; approve the execution of an initial contract and the allocation and expenditure of funds for the City of San Diego's Transitional Storage Center, currently known as the Storage Connect Center II, at Lea Street Terminus, San Diego, California 92105, at its current capacity of 500 storage units at any one time; and approve the proposed Memorandum of Understanding (MOU) between the San Diego Housing Commission and the City of San Diego for the provision of both Transitional Storage Centers.

STAFF RECOMMENDATION

That the Housing Authority of the City of San Diego (Housing Authority) and the San Diego City Council (City Council) take the following actions:

Housing Authority:

- 1) Upon the execution of a Homeless Housing, Assistance and Prevention (HHAP) Program Memorandum of Understanding (MOU) between the City and the Housing Commission, approve the execution of the second one-year renewal option and fourth amendment of the Agreement with Mental Health Systems (MHS), contingent on necessary City of San Diego approvals, if any, to

June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

Page 2

operate the Transitional Storage Center, currently known as the Storage Connect Center I, located at 116 South 20th Street, San Diego, California 92113, for a term of July 1, 2020, through June 30, 2021, at current capacity of up to 500 storage units at any one time with an annual budget amount of \$1,249,942.00, on terms and conditions as set forth in the Agreement, which is attached hereto as Attachment 1, as it may be amended upon advice of General Counsel of the San Diego Housing Commission (Housing Commission);

- 2) Upon the execution of a HHAP MOU between the City and the Housing Commission, approve the execution of an initial one-year contract using a sole source justification, contingent on necessary City of San Diego approvals, if any, to operate the Transitional Storage Center, currently known as the Storage Connect Center II, located at Lea Street Terminus, San Diego, California 92105, for a term of July 1, 2020, through June 30, 2021, at current capacity of up to 500 storage units at any one time with an annual budget amount of \$720,664, on terms and conditions as set forth in the Agreement, which is attached hereto at Attachment 2, as it may be amended upon advice of General Counsel of the Housing Commission;
- 3) Authorize the Housing Commission's President & CEO, or designee, to take such actions as are reasonably necessary to implement the approvals referenced in this report;
- 4) Authorize the Housing Commission's President & CEO, or designee, to substitute funding sources and/or increase compensation by not more than 20 percent of the total agreement amounts for the proposed agreements, if necessary, without further action by the Housing Commission Board of Commissioners (Board), but only if and to the extent that funds are determined to be available for such purposes; and
- 5) Authorize approval of the proposed Memorandum of Understanding between the Housing Commission and the City of San Diego specific to the provision of both the Transitional Storage Centers.

City Council:

Authorize approval of the proposed Memorandum of Understanding between the Housing Commission and the City of San Diego specific to the provision of both the Transitional Storage Centers.

SUMMARY

The Housing Commission administers the agreements for the City of San Diego's (City) Homeless Shelters and Services Programs based on a Memorandum of Understanding (MOU) between the Housing Commission and the City that first took effect on July 1, 2010. The Housing Commission further administers agreements on behalf of the City to operate the Transitional Storage Center programs. The proposed actions referenced in this report will allow the Housing Commission to exercise the second renewal option of the Agreement to extend program services at the Storage Connect Center I through June 30, 2021; allow the Housing Commission to enter into a one-year initial Agreement with Mental Health Systems to operate the Storage Connect Center II beginning July 1, 2020, through June 30, 2021; and authorize approval of the proposed Memorandum of Understanding between the Housing Commission and the City to administer the programs and Agreements on behalf of the City.

Execution of the operator agreements as set forth in this report is contingent on the execution and approval

of the HHAP MOU between the City and the Housing Commission. All HHAP grant terms will be included in the operator agreements; therefore, the operator agreements attached to this report are considered a draft form.

PROGRAM OVERVIEW

The purpose of this program is to have secure, protected space for individuals experiencing homelessness (Clients) in the City to store their personal belongings on an ongoing basis, and have access to their belongings during hours of operation. Each Client will have access to storage space of approximately 95 gallons free of charge.

Mayor Kevin L. Faulconer announced the plans for the Storage Connect Center I in his State of the City Address on January 11, 2018. The Center opened on June 13, 2018. The Storage Connect Center I helps keep homeless San Diegans' belongings off of downtown streets, sidewalks and storefronts by providing a safe place for individuals experiencing homelessness to keep their belongings as they look for work, attend classes, or meet with a service provider or doctor. As of February 29, 2020, 87 persons were on the waiting list for the Center operated by MHS, and the City's Homeless Transitional Storage Center operated by Think Dignity at 252 16th Street had a waiting list of 125 individuals experiencing homelessness. The 2019 Annual Point-in-Time Count of individuals experiencing homelessness identified 2,600 unsheltered individuals experiencing homelessness in the City of San Diego on any given night.

On November 18, 2019, the Storage Connect Center II opened at another location in San Diego on Lea Street Terminus in the 92105 ZIP code. The Storage Connect Center II operates in the same capacity as the Storage Connect Center I, providing 500 storage bins to persons experiencing homelessness in the City. MHS was selected by the City to operate the Storage Connect Center II utilizing the same general standards and property management requirements as the Storage Connect Center I. In April 2020, the City announced the intent to transfer the administration of the program and Agreement to the Housing Commission.

General Standards

The Storage Connect Center I and Storage Connect Center II must be operated according to the General Standards contained in the respective Agreements. In this renewal term for the Storage Connect Center I, MHS will continue to be held to the expectation detailed in the Scope of Work and the high performance they have maintained in the second operating year. The general standards also apply to the Storage Connect Center II during the initial one-year contract. At both sites, MHS will ensure:

- Service delivery will be Client-focused. Center Staff and all persons who interact with Clients will be trained on homeless population service provision, positive engagement and general customer service standards that addresses the needs of the target population.
- Adequate staffing with appropriate ongoing training for service delivery and data collection and analysis.
- 24-hour security to ensure a safe environment at the Center for Clients, volunteers and others who may come in contact with the Center.
- Designated point-of-contact who is available at all times to address issues that may arise at the Center and coordinate security issues with the San Diego Police Department.
- Compliance with Fire Marshal inspections and recertifications as needed.
- Appropriate policies and procedures are in place for Center operations, including low-barrier Terms of Service, which will be displayed on-site at all times, and various means for Clients to provide input into the Center.

June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

Page 4

- Data entry, analysis and reporting of all Center activities in the Regional Task Force on the Homeless approved Homeless Management Information System.

Property Management

As the operator of the Storage Connect Center I and Storage Connect Center II, MHS must provide property management services to ensure a safe, secure, and healthy environment. MHS will:

- Maintain a secure and healthful environment for delivery of all services.
- Provide for:
 - Operating supplies;
 - Site control;
 - Prompt maintenance and repair;
 - Utilities;
 - Security;
 - Janitorial services;
 - Waste removal and disposal; and
 - Other Center-related items.
- Provide secure entry/exit for Clients and others to be monitored by Center Staff.
- Provide maintenance and upkeep of forklift, but only if authorized by the Housing Commission.
- Develop a fire escape emergency plan for approval by the Fire Marshal and the Housing Commission.
- Permanently maintain a fire watch. A fire watch, or fire lookout, monitors a building or area at risk of fire. The person or people designated as the fire watch must check for fires and fire threats within the building or area.
- Provide a written drug and alcohol-free policy for staff that is posted/displayed at the Center site at all times; the written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution and/or possession of drugs and/or alcohol.
- Maintain the Centers, at all times, in an orderly and vermin-free condition.
- The Centers are to be used as a storage facility only. Operation of the storage facility shall not create any conditions that amount to a public nuisance and shall not be detrimental to the residential neighborhood by causing increased noise, traffic, lighting, odor, or by violating any applicable ordinance or laws.
- Enter into a sub-lease agreement with the City for the Centers as determined by the City, setting forth all maintenance and repair obligations.

PROGRAM OUTCOMES AND PERFORMANCE STANDARDS

The Storage Connect Center I and the Storage Connect Center II are operated by MHS. The Storage Connect Center I is open Monday through Friday from 7 a.m. to 7 p.m., and Saturday and Sunday from 8 a.m. to 11 a.m. The Storage Connect Center II is opened Monday through Friday from 8 a.m. to 5 p.m., and Saturday and Sunday from 8 a.m. to 11 a.m. Due to the pending transfer of the Storage Connect Center II Agreement to the Housing Commission, outcomes data is unavailable for inclusion in this report. However, the Housing Commission anticipates collecting data points for similar outcomes measurements for the Storage Connect Center II. Thus, the tables below provide an overview of data captured from Storage Connect Center I opening on June 13, 2018, to February 29, 2020.

The Storage Connect Center I has seven inventory specialists on staff, including two bilingual inventory

June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

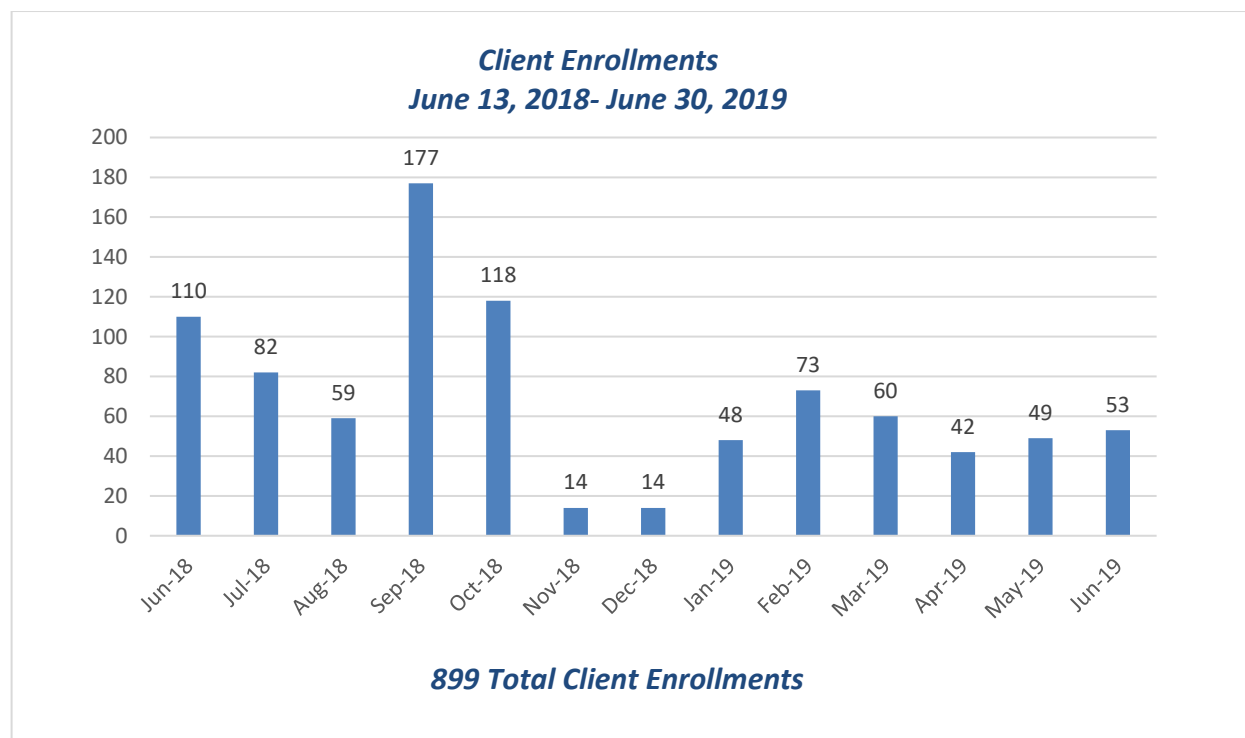
Page 5

specialists, conducting client intakes and storage bin assignments, as well as assisting clients with ongoing access to containers in a supervised staging area. Pursuant to the Housing Authority approval of the operating agreement (Resolution No. HA-1777), the Storage Connect Center I provides a maximum of 500 storage bins¹ that can be utilized at any one time. As of February 29, 2020, an average of 496 bins were assigned to clients. In total, the Storage Connect Center I has enrolled and served 1,217 distinct, unduplicated clients. A total of 51,537 Client return check-ins have occurred at the Storage Connect Center I from its opening on June 13, 2018, through February 29, 2020. The average length of use for Clients who have stayed enrolled in the program is 248 days (eight months), while the average length of use for Clients who have exited the program is 182 days (six months).

From the Storage Connect Center I opening through February 29, 2020, MHS has noted many successes. These include but are not limited to:

- Of the 719 individuals who have exited the Storage Connect Center I program, 101 individuals have successfully moved into permanent housing and exited the program;
- The Storage Connect Center I has provided 1,453 resources referrals to Clients since opening;

Table One: New Client Enrollments – Duplicated* (June 13, 2018 - June 30, 2019)



***Data include individuals who enrolled, exited and re-enrolled in the program.**

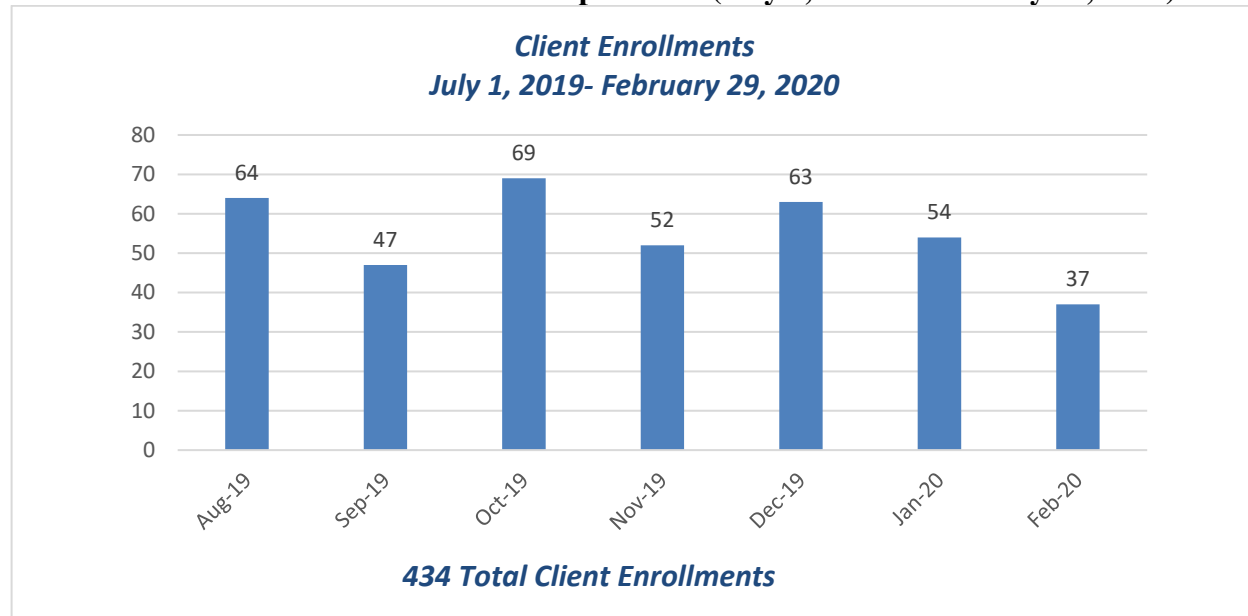
¹ The Housing Authority and the City Council mandated a maximum of 500 storage units in the March 2018 approval for operation of the Center.

June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

Page 6

Table Two: New Client Enrollments – Duplicated* (July 1, 2019 – February 29, 2020)



***Data include individuals who enrolled, exited and re-enrolled in the program.**

Table Three: Client Return Visits to Access Belongings (June 13, 2018 – June 30, 2019)



June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

Page 7

Table Four: Client Return Visits to Access Belongings (July 1, 2019 – February 29, 2020)



Table Five: Resource Referrals to Program Participants (June 13, 2018 – February 29, 2020)

RESOURCE TYPE	TOTAL REFERRALS SINCE OPENING
Basic Needs	278
Food Assistance	213
Health Care	129
Shelter	188
Housing Search and Information	197
At Risk/Homeless Housing Related Assistance Programs	62
Income Support and Employment	160
Mental Health and Substance Use Disorder Services	138
Transportation	88
TOTAL RESOURCE REFERRALS	1,453

Table Six: Special Population Served (June 13, 2018 – February 29, 2020)

SPECIAL POPULATIONS SERVED SINCE CENTER OPENING	
Total Persons Served Since Opening	1,217
Transitional Age Youth (18-24)	45
	4%
Individuals Age 55+	377
	31%
Chronically Homeless Persons	439
	36%
Persons with a Disability (any)	452
	37%
Persons with a Physical Disability	219
	18%
Persons with a Mental Health Problem	275
	23%
Persons with a Drug and/or Alcohol Use Disorder	178
	15%
Veterans	81
	7%

STORAGE CENTER ACTIVITY OVERVIEW

The Storage Connect Center I and Storage Connect Center II maintain Community Engagement/Good Neighbor Plans developed to address and mitigate community concerns. Center staff for both locations operate as community ambassadors in the neighborhoods surrounding the Centers. From July 1, 2019, to February 29, 2020, Storage Connect Center I staff conducting outreach have engaged with a total of 688 unsheltered individuals by offering referrals to local community resources such as mental health services, medical services and food resources. These staff also provided these individuals with information about the Storage Connect Center I and the procedure for accessing the waiting list.

Additionally, the City's Bridge Shelter Outreach teams also continue to conduct regular outreach activities and provide case management to individuals experiencing unsheltered homelessness throughout the City, including the neighborhoods surrounding both of the Centers.

Staff from each site continue to act as ambassadors to residents and community members so community members can provide input on areas of need, raise any concerns they may have,

June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

Page 9

and obtain general information about how to contact the facility operator or City services, such as SDPD, Environmental Services Department, and the Mayor's office or the Housing Commission.

SDPD coordinates ongoing law enforcement and security presence with the both of the Center's security agency, on a daily basis, and supports the security company in managing the security needs in the direct vicinity of the site while SDPD focuses on the surrounding neighborhood.

AFFORDABLE HOUSING IMPACT

The operation of the Storage Connect Center I and the Storage Connect Center II allows individuals experiencing homelessness to store their belongings in a safe location off of the City streets, while these individuals look for employment, housing and services.

FISCAL CONSIDERATIONS

Upon the execution and approval of the HHAP MOU between the City and the Housing Commission, the City will commit state HHAP funding in the amount of \$1,249,942.00 toward the Storage Connect Center I, including funds to support the City's lease with the site owner. Further, the City will commit HHAP funding in the amount of \$720,664 toward the Storage Connect Center II for an initial one-year term of July 1, 2020, through June 30, 2021. Option years will be exercised contingent upon the appropriation of said funds by the City of San Diego for that purpose.

EQUAL OPPORTUNITY CONTRACTING

MHS is a local nonprofit and is not subject to the requirement to submit a Workforce Report.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

The Housing Authority and City Council took action to approve the initial operator agreement, the first amendment to the Memorandum of Understanding between the Housing Commission and the City for the Temporary Bridge Shelters and Transitional Storage Center, and the amendment to the FY 2018 budget on March 20, 2018, and commitment of FY 2019 budgeted funds to support the ongoing lease costs for the lease between the City and the owner for the site location (Resolution No. HA-1777).

On February 8, 2019, the Housing Commission approved the execution of the first one-year renewal option of the Agreement with MHS to operate the Center for a term of July 1, 2019, through June 30, 2020, with a corresponding budget of \$1,190,828.40.

The recommendations were presented to the Housing Authority for review on March 12, 2019. The Housing Authority approved the execution of the first one-year renewal option of the Agreement with MHS (Resolution No. HA-1804), contingent on the successful presentation of a plan by the City of San Diego to the City Council, regarding identification of an additional storage center site as well as a proposal for a comprehensive community engagement strategy for the implementation of the identified site. The City of San Diego completed this request and sent a status update Memo to the Council in June 2019. The first one-year renewal option of

June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

Page 10

the Agreement was subsequently executed with MHS.

The most current renewal of the MOU for oversight and administration of the Bridge Shelters and the Storage Connect Center from July 1, 2019, through June 30, 2020, was approved by the Housing Authority (Resolution HA-1817) and City Council (Resolution R-312514) on June 11, 2019.

COMMUNITY PARTICIPATION and PUBLIC OUTREACH EFFORTS

The Contractor is required to provide regular outreach to the Community as set forth within the Agreement.

Prior to the opening of the Center, the operator, MHS, sought the input of residents in the neighborhoods surrounding the Center to ensure a successful partnership with the community. The Homeless Storage Neighborhood Advisory Committee (HSNAC) was formed, and a meeting is held monthly with representatives from MHS, the Housing Commission, SDPD, the City's ESD, and the Mayor's office. The meetings provide community members with an opportunity to share their concerns and ideas with MHS, the City, and the Housing Commission, and also allow the project's partners to share information and provide updates to the community.

The Housing Commission provides a dedicated phone line that community members can utilize to report concerns or ask questions about program operations. Since program launch, one call has been received, and the issue was resolved by the City's ESD within a few hours. MHS, the Housing Commission, and City services will continue to partner and collaborate with the HSNAC to ensure the Center takes into consideration the needs and expectations of the surrounding community, while continuing to serve individuals and families experiencing homelessness in the City of San Diego.

For SCC II, MHS will continue to engage the community surrounding the Lea Street Terminus location and will collaborate with residents, neighborhood advisory groups, and the SDPD as necessary to ensure information and updates are shared regularly and to maintain transparency. The Housing Commission will incorporate the SCC II into the dedicated phone line to provide the same opportunity to these residents to report concerns and ask questions.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Individuals and households experiencing homelessness benefit from the operation of this Center. The operation of the Center gives individuals experiencing homelessness a space to store their belongings to allow them to seek gainful employment, housing and necessary services, while not having to worry about the safety of their belongings. In addition, the operation of the Center helps reduce the presence of belongings on the street and promotes better health conditions for citizens of the City of San Diego, including those living on the streets of the City of San Diego.

June 4, 2020

Approval of Contracts between San Diego Housing Commission and Mental Health Systems to operate the Storage Connect Centers

Page 11

ENVIRONMENTAL REVIEW

The Center

The proposed project and associated actions are categorically exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures), and it has been determined that no exceptions to the exemptions as set forth in CEQA Guidelines Section 15300.2 apply. Processing under the National Environmental Policy Act (NEPA) is not required as there are no Federal funds involved with this action.

The Center II

The proposed project and associated actions are categorically exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures), and it has been determined that no exceptions to the exemptions as set forth in CEQA Guidelines Section 15300.2 apply. Processing under the National Environmental Policy Act (NEPA) is not required as there are no Federal funds involved with this action.

Respectfully submitted,



Lisa Jones
Senior Vice President
Homeless Housing Innovations

Approved by,



Jeff Davis
Executive Vice President & Chief of Staff
San Diego Housing Commission

Attachments:

1. Draft Contract and Budget Second Option Year – Storage Connect Center
2. Draft Contract and Budget Initial Year – Storage Connect Center II
3. Draft MOU

Docket materials are available online in the “Governance & Legislative Affairs” section of the San Diego Housing Commission website at www.sdhc.org.

**EXERCISE OF SECOND OPTION AND FOURTH AMENDMENT TO
SAN DIEGO HOUSING COMMISSION AGREEMENT
FOR
TRANSITIONAL STORAGE CENTER
WITH
MENTAL HEALTH SYSTEMS, INC.
AGREEMENT NO. HHI-18-18.2**

WHEREAS, the San Diego Housing Commission (“Commission”) and Mental Health Systems, Inc. (“Contractor”) entered into that certain Agreement for Transitional Storage Center (the “Agreement”), dated May 10, 2018.

WHEREAS, the Commission found that it was feasible to make one Facility restroom available to clients during operating hours.

WHEREAS, the Commission determined the daily upkeep of the Facility required the addition of a Building Custodian and increased expenses associated with housekeeping supplies as a result of this restroom access.

WHEREAS, the Commission and Contractor amended the Agreement in order to provide for the additional position, modified Scope of Work and additional compensation for continued operations of the Transitional Storage Center.

WHEREAS, the Commission and Contractor amended the Agreement to extend the initial term through June 30, 2019.

WHEREAS, the Commission and Contractor increased the compensation during the initial term to reflect the change in the initial term extension.

WHEREAS, the Commission exercised the First of two one-year options contained in Section 103 of the Agreement and amend the Compensation Schedule in order to provide a continuation of services under the Agreement.

WHEREAS, the Commission now desires to amend and replace the previous “Specifications/Scope of Work” and budget as set forth in the Agreement.

WHEREAS, the Commission also desires to exercise the Second of two one-year options contained in Section 103 of the Agreement and amend the Compensation Schedule in order to provide a continuation of services under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Term of Second Option Period. The Commission hereby exercises the Second of two one-year options contained in Section 103 of the Agreement. The term of the option period shall

commence effective July 1, 2020 and continue through June 30, 2021.

2. Compensation during Second Option Period. The total compensation for all services performed and/or materials and goods supplied pursuant to the Agreement during the First Option period shall not exceed ONE MILLION TWO HUNDRED FORTY NINE THOUSAND NINE HUNDRED FORTY TWO AND NO/100 DOLLARS (\$1,249,942.00). All services performed and/or materials and goods supplied pursuant to the Agreement shall be on the same terms and conditions as set forth in the Agreement.
3. Contract Attachment No. 2 "Specifications/Scope of Work". Contract Attachment No. 2 "Specifications/Scope of Work" to the Agreement is hereby amended and restated in its entirety, and is attached as Exhibit A to this Exercise of Second Option and Fourth Amendment.
4. Contract Attachment No. 3 "Compensation Schedule". Contract Attachment No. 3 "Compensation Schedule" is hereby amended and is attached as Exhibit B to this Exercise of Second Option and Fourth Amendment.
5. Contract Attachment No. 4 "HHAP Grant Agreement." Contract Attachment No. 4 "HHAP Grant Agreement" is hereby added to the Agreement as attached here to as Exhibit C to this Exercise of Second Option and Fourth Amendment.
6. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to exercise the option and amend the Agreement, all of the terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.
7. Counterparts. This Exercise of Second Option and Fourth Amendment may be executed in any number of counterparts and, as so executed the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this EXERCISE OF SECOND OPTION AND FOURTH AMENDMENT to be executed this _____ day of _____, 2020.

CONTRACTOR:

MENTAL HEALTH SYSTEMS, INC.

By: _____
Jim Callaghan
CEO & President

Date: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Jeff Davis
Executive Vice President & Chief of Staff

Date: _____

By: _____
Lisa Jones
Senior Vice President of Homeless Housing Innovations

Date: _____

By: _____
Debra Fischle-Faulk
Vice President of Procurement & Compliance

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____
Charles Christensen
General Counsel for San Diego Housing Commission

Date: _____

EXHIBIT A

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW AND OBJECTIVE

Contractor will operate a Transitional Storage Center (“Facility”) for individuals experiencing homelessness (“Clients”) to store their belongings.

2. PROGRAM SITE LOCATION

Contractor shall manage the Facility located at 116 South 20th Street, San Diego, California 92113 (“Premises”). During the term of the contract the Facility must be available to Clients Monday through Friday from 7:00am to 7:00pm, Saturday and Sunday from 8:00am to 11:00am. Hours of operation must be posted at the entrance to the Premises. The hours of operation are subject to change at the sole discretion of the Commission, and as based upon Client need. Contractor will be compensated accordingly for any changes in hours of operation.

3. PROGRAM DESCRIPTION

The purpose of this Facility is to have secure, protected space for Clients in the City of San Diego (“City”) to store their personal belongings on an ongoing basis, and have access to their belongings during hours of operation. Each Client of the Facility will have access to one storage container free of charge.

Staff operating the Facility will provide Clients with access to their belongings in a staging area under supervision. Facility staff will need to develop a system for intake of Clients and inventory of their belongings to provide secure storage and access to those belongings while they are stored at the Facility.

Contractor is responsible for administering 500 lockable large rolling storage containers located on the floor. Contractor is responsible for the safety and security of the storage containers and the contents thereof. Contractor uses appropriate protocol and procedures for placement and retrieval of client belongings. The Commission reserves the right to retain all items purchased under the Agreement including, but not limited to, lockable storage containers, at the conclusion of the Facility’s operations.

Operation also requires reporting of basic outcomes: number of daily use by Clients, total number of people served, and number and percent of storage containers used.

4. PROGRAM SERVICES

Contractor shall ensure the following services are provided under this Agreement:

a. ***Target population***

The Facility’s target population consists of individuals and families experiencing

homelessness residing in the City.

b. *Program Eligibility*

- 1) Each Client shall be Homeless as defined by the U.S. Department of Housing and Urban Development (HUD). All Clients self-certify as homeless as part of the intake process
- 2) The following criteria may not be used to determine usage of the storage center service:
 - a) Access may not be denied to those expressing signs of inebriation, drug use or mental health issues, as long as the behaviors/actions do not pose a danger or threat to others;
 - b) Requirements to take medication if the participant has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;
 - f) Identification.

c. *Program Components*

Contractor shall:

- 1) Provide storage to Clients and limit that storage to no more than one storage container per Client at any one time.
- 2) Provide a service delivery system that effectively serves the target population in a safe, secure, and welcoming Client-centric environment.
- 3) Maintain an inventory system which tracks the location of stored items in such manner that enables accurate retrieval as requested.
- 4) Make efforts to ensure Clients do not queue, litter or loiter within a one-block radius of the Facility. Contractor will report all suspected criminal activity to law enforcement and notify City's Environmental Services Department (ESD) to mitigate related issues.
- 5) Enter and maintain basic intake data into the regional Homeless Management Information System (HMIS), in accordance with the Regional Task Force on the Homeless (RTFH) data standards. [<http://www.rtfhsd.org/hmis/>].
- 6) Provide presence, visibility, and assistance to individuals who are experiencing homelessness in the vicinity of the Facility.
- 7) Employ a strategy of proactive engagement of Clients within the community to place belongings in storage as an alternative to in the public right of way or on private property.
- 8) Further, work with City departments and community service agencies to:
 - a) Provide Clients basic information on locations where Clients can gain access to other homeless services.
 - b) Provide a point of contact representative who shall coordinate security and accessibility issues with the SDPD, the Commission, the City, and the community.

- c) When determined necessary by the Commission, and at the Commission's direction (as communicated in writing via email or other written correspondence), take action to reserve and maintain 50-100 spaces for SDPD referrals (number to be determined by the Commission).
 - d) Ensure regular exterior clean-up of the Premises by ESD.
- 9) Conduct intake, review the Rules and Regulations and Terms of Service of the Facility with Clients; Rules and Regulations and Terms of Service may be developed by the Contractor as reasonably necessary to ensure operational effectiveness, but shall include the minimum standards contained herein and shall be subject to review and approval by the Commission.
- 10) Require Clients to sign an agreement acknowledging compliance with the Terms of Service set forth herein, and certifying they are not in violation of those requirements.
- 11) At every check in/check out, require Clients to sign an agreement acknowledging compliance with the Terms of Service set forth herein, and certifying they are not in violation of those requirements
- 12) Create a "Terms of Service" to include the following at minimum:
 - a) One locking storage container per person
 - b) Storage containers are assigned to individuals only; no joint ownership permitted
 - c) An assigned container may only be accessed by the Client it is assigned to
 - d) Only Facility staff or authorized volunteers may retrieve storage containers from storage area
 - e) Storage containers may not contain the following items:
 - 1) Food or beverages
 - 2) Perishables
 - 3) Alcohol, drugs, or drug paraphernalia
 - 4) Medication
 - 5) Weapons
 - 6) Hazardous, combustible, or chemical materials
 - 7) Animals or living things
 - 8) Items showing signs of infestation
 - 9) Any illegal items, including stolen items, contraband, or any item that is not legally in the Client's possession
 - 10) Shopping carts, bicycles, carts, or other wheeled devices, except privately owned shopping carts which fit in the storage container
- 13) All property must fit securely within the storage container and lids must be able to close.
- 14) Contractor shall inform Clients of the inactive bin policy. After 30 days the Client's possessions will be removed from the bin, and stored on site until 90 days have elapsed from last access. After 90 days, the items will be considered abandoned and the Contractor will discard them at that time.

- 15) When storage containers are no longer needed by a Client, the Facility office must be notified.
- 16) A release of liability for damage to items stored at the Facility, not including damage from the Commission's or City's sole negligence or willful misconduct, as approved by the Commission along with a warning that Clients should not store valuable items at the Facility.
- 17) The Premises shall maintain a list of rules and regulations on site, including but not limited to the following:
 - a) Prohibiting anyone from engaging in the below conduct, any violation of these rules will result in the loss of storage privileges:
 - 1) Commercial activity
 - 2) Recreational activity
 - 3) Watching television
 - 4) Religious activity
 - 5) Distributing food or water
 - 6) Making loud noises
 - b) No smoking or drinking alcohol or illegal drug use allowed on the Premises;
 - c) No unruly or threatening behavior allowed on the Premises;
 - d) No urinating, defecating, or spitting allowed on the Premises; and
 - e) Violation of Terms of Service may result in loss of access to the Facility.
 - f) Only Clients and Facility Staff are allowed to be on the Premises. Clients are only allowed to conduct storage-related business on the Premises. Once such business is completed, Clients must leave the Premises. Loitering shall be prohibited.
 - g) Clients will be allowed to use the reception area restroom during hours of operation upon their request.
 - h) No animals or pets of any kind are allowed on the Premises, except for service, signal, or trained guide dogs are otherwise allowed in public places under California state law.

d. System Coordination

1) Coordinated Entry System (CES)

Contractor will participate in CES as established by RTFH and focus on:

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Facility Clients, **when appropriate** and as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, **when appropriate** and as established by RTFH.

2) Youth Homeless Demonstration Program (YHDP)

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth

(TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.

- b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) 2-1-1 San Diego

Contractor must list the Facility along with relevant Facility details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the Facility service listing in the 2-1-1 San Diego database within the past 12-months. To verify the Facility is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4) Community Information Exchange (CIE)

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Facility's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Facility; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

e. Community Engagement

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Premises, including but not limited to:
 - a) Methodologies for maintaining a clean and safe environment;
 - b) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - c) Provide opportunities for electronic and/or written community feedback; and
 - d) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.
- 2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.
- 3) Ensure all elements of the "Good Neighbor Obligations," as noted in the City of San Diego Memorandum dated March 20, 2018, are included in Contractor's

Community Engagement/Good Neighbor Plan and implemented effectively, including, but not limited to:

- a) Provide 24 hour security within a one-block radius of the Facility for the first 90 days of operation; following the initial 90 day period, security schedules may be adjusted at the sole discretion of the Commission based upon input from Contractor and the community;
 - b) All staff will be trained to conduct homeless outreach in the surrounding community during “down/quiet” times;
 - c) Take measures to prevent Client queuing and loitering;
 - d) Prevent litter, debris, and graffiti on the Premises;
 - e) Notify City’s Environmental Services Department to mitigate related issues;
 - f) Zero tolerance enforcement for alcohol or illegal or recreational drug use on site;
 - g) Report criminal activity to law enforcement.
- 4) Attend meetings with community and other respective neighborhood groups, as directed by Commission.

f. *Emergency Preparedness*

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of Agreement effective date. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar days of request by the Commission. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Premises who is responsible for the initial response and subsequent action to be taken in the event of an emergency (“who’s in charge”) during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Premises at all times.
- 3) Emergency evacuation plan, posted/displayed at the Premises at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;
 - b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times, including hourly logs, if an automatic fire warning system or fire suppression system is not available or temporarily not working and compliance with Fire Marshal inspections and recertifications as needed.

- 5) Emergency procedures for the following events:
 - a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;
 - f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies; and
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations.
- 6) Locations of emergency equipment and supplies, posted/displayed at the Premises at all times.
- 7) Locations of utility and sprinkler shutoffs, posted/displayed at the Premises at all times.

5. PROGRAM STANDARDS AND PERFORMANCE MONITORING

a. Compliance, Performance Monitoring, and Improvement Activities

- 1) Service delivery will be Client-focused. Staff and all persons that interact with Clients will be trained on homeless population service provision, positive engagement and general customer service standards that addresses the needs of the target population.
- 2) Adequate staffing with appropriate on-going training for service delivery and data collection and analysis;
- 3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Facility.
- 4) 24-hour security to ensure a safe environment at the Facility for Clients, volunteers, and others who may come in contact with the Facility.
- 5) Designated point-of-contact who is available at all times to address issues that may arise at the Facility and coordinate security issues with the SDPD.
- 6) Compliance with Fire Marshal inspections and recertifications as needed.
- 7) Development of appropriate Rules and Regulations for Facility operations including low barrier Terms of Service, which will be displayed on site at all times, and various means for Clients to provide input into the Facility.

- 8) Data entry, analysis and reporting in the RTFH-approved HMIS of all Facility activities; Contractor will maintain all appropriate documentation, including but not limited to number of individuals or families served.
- 9) That the Facility is operated in compliance with the Americans with Disabilities Act (ADA) and all other applicable rules and regulations.
- 10) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of Agreement effective date. Contractor must provide current policies and procedures at any time during the term of this Agreement within 15 calendar days upon request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Facility policies and procedures must include, at a minimum, the following components:
 - a) Service description and intake process and eligibility criteria.
 - b) Facility exit procedures/termination policies
 - c) Intake procedure for documenting homelessness eligibility.
 - d) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Facility eligibility and continued stay:
 - 1) Sobriety and/or commitment to be drug-free
 - 2) Requirements to take medication if the resident has a mental illness
 - 3) Participation in religious services or activities
 - 4) Payment or ability to pay
 - 5) Identification
 - e) Contraband control and confiscation policy
 - f) Critical incident reporting policies and procedures
 - g) Client confidentiality and privacy/consent (ROI)
 - h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
 - i) Client grievance policies and procedures
 - j) Progressive disciplinary policy for clients and procedures for client appeals
 - k) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination
 - l) Biohazard waste policies and procedures
 - m) Reasonable Accommodations
 - n) Notice of privacy practices to be provided to Clients
 - o) Rights of Persons Served
 - p) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Facility is operated in a manner consistent with Housing First principles
 - 1) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Facility does not:
 - a. Require a minimum level of income at entry;
 - b. Screen out for substance use;

- c. Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - d. Screen out persons with history of victimization (domestic violence, assault, abuse); and
 - e. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- 2) In addition, the Facility does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Facility Clients determine they want to access the Facility.
- q) Mandated reporting staff training and procedures.

b. *Program Records*

1) *Recordkeeping*

- a) The Contractor shall maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, the City, U.S. Government, or other authorized agent(s), all Facility-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Contractor must maintain Facility inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) *Homeless Management Information System (HMIS)*

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the Agreement term, including those for data collection, data entry, data quality, standards for missing data, incomplete data, and timeliness of data entry.

c. *Mandatory Attendance*

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

6. PROGRAM OUTCOMES

- a. The Contractor agrees to enter all HUD universal data elements (UDEs) and program-specific data elements (PSDEs), as applicable, into the RTFH-approved HMIS for data

collection and analytics. All Facility progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission in consultation with the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.

- b. If stated benchmarks are not met, Contractor may be required to submit a performance improvement plan in a form and format determined by the Commission.
- c. In order to ensure reporting of trends, demographics and other potentially edifying information which can help the Commission and the City of San Diego tailor the City's homeless crisis response system programming, the Commission may require Contractor to conduct and/or carry out data tracking beyond the standard metrics detailed in the Scope of Work and the monthly Data Collection Tools. All such request will be made to the Contractor in writing. The Commission's staff will make every effort to ensure that Contractor is supported in its ability to perform this work.
- d. For the Agreement term, the Contractor will ensure the following primary program outputs and standards:

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
Efficient Number of Persons Served	Persons Served	500
Data Quality	RTFH Performance Standards and Requirements for HMIS	100%
Efficient and Effective Use of Community Resources	Program Participants Self-Certified as Homeless at Intake	100%
	Utilization Rate	Reporting Only
	Average Length of Use	
	Number of Individuals on Program Waitlist	
	Abandoned Containers	
	Monthly New Intakes	
	Daily Check-Ins	

System Coordination	Referrals from City Departments and Community Providers	Reporting Only
	Referrals to Resources	
	Critical Incident Reports	

7. PROGRAM COMPLIANCE AND MONITORING

Contractor must comply with requirements for care and maintenance of facility including participation in semi-annual facility inspections by Commission staff, performance of required maintenance and timely notification of any issues at the facility to Commission staff.

Unscheduled Site-Visits

Commission staff involved in monitoring and/or administering the Agreement may visit the site from time to time.

8. PROPERTY MANAGEMENT

Contractor will:

- a. Maintain a secure and healthful environment for delivery of all services.
 - 1) Includes minor equipment purchases related to the ongoing care and security of the premises such as a bed bug zapper, heating system, keyed master locks, security camera system, and medical waste disposal for sharp objects.
- b. Provide for:
 - 1) Operating supplies;
 - 2) Site control;
 - 3) Prompt maintenance and repair including:
 - i. Minor repairs and maintenance for the facility including, but not limited to, alarm/security equipment, fire inspection, pest control, replacement of locks, and other repairs required for the safe operation of the program at the facility; and
 - ii. Equipment repairs/maintenance encompassing fire extinguisher maintenance, the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
 - 4) Utilities;
 - 5) Security;
 - 6) Janitorial services; and
 - 7) Waste removal and disposal.
- c. Provide secure entry/exit for Clients and others to be monitored by staff.
- d. Ensure maintenance and upkeep of forklift.

- e. Maintain a written drug and alcohol-free policy for staff that is posted/displayed at the Premises at all times; the written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.
- f. Maintain the Facility, at all times, in an orderly and vermin-free condition.
- g. The Premises is to be used as a storage facility only. Operation of the storage facility shall not create any conditions that amount to a public nuisance and shall not be detrimental to the residential neighborhood by causing increased noise, traffic, lighting, odor, or by violating any applicable ordinance or laws.
- h. Enter into a sub-lease agreement with the City for the Facility setting forth all maintenance and repair obligations. Any and all rental costs (including base rent and operating expenses, but not repair or maintenance costs) in the sub-lease will be borne by the Commission and shall not be a part of this scope.

9. REQUEST FOR REIMBURSEMENT (RFR)

a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.

1) Contractor is subject to all supporting documentation requirements described in the City's Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.

2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.

3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.

b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.

c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

10. SUBSEQUENT FUNDING

All time limits stated in the Agreement documents are of the essence of the Agreement. The term of the Agreement will be a one (1) year period. Renewal options are contingent upon

future funding availability and performance. Execution of option years may be determined by performance in the preceding year. If the Contractor does not achieve stated outcomes, Agreements may not be renewed and those funds may be reprogrammed.

11. MATCH AND LEVERAGE COMMITMENTS

All projects shall provide summary documentation of any matching funds through leveraged or in-kind resources used to enhance program services and operations within 30 days following the end of the Agreement term.

12. MEDIA/COMMUNICATIONS

Contractor will coordinate with and seek the prior written consent and permission of the Commission's Communications and Government Relations Department before distributing any printed or electronic materials specific to the Facility or of the Facility experience of participants funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The Commission's permission will not be unreasonably withheld, conditioned or delayed and should the Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, the Commission's approval will be deemed to have been given.

Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor will exhibit a good faith effort to immediately consult with the Commission prior to responding to such inquiries.

13. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees that the Commission may reallocate any and all compensation on hand at the time of the expiration, termination or breach, together with any and all accounts receivables attributable to the use of the compensation, as the Commission will determine in its sole discretion. The Commission may procure alternative and/or additional Contractors to perform work in compliance with the Commission's Procurement Policy.

14. CLOSE-OUTS

a. Contractor will be responsible for completing and submitting a close-out packet to include information including, but not limited to, total number of participants housed, Facility accomplishments, participant demographics, and financial summary of award for each applicable funding source.

b. Contractor's obligation to the Commission will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:

- 1) Making final payments;
- 2) Disposing of Facility assets (including the return of all unused materials, Program income balances, and accounts receivable to the Commission); and

- 3) Determining the custodianship of records.
- 4) When applicable, providing summary documentation of any matched and/or leveraged commitments.

c. Notwithstanding the foregoing, the terms of the Agreement will remain in effect during any period in which the Commission has control over funds related to this Facility.

15. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless ¹	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community	The Community Development Block Grant (CDBG) program is a

¹ <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

Development Block Grant	flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.
Continuum of Care ²	The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System ³	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.</p> <p>The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.</p>
Critical Incident Report	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion ⁴	A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.
Emergency Shelter	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as

² <https://www.hudexchange.info/programs/coc/>

³ <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

⁴ <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successful-diversion-program.pdf>

	possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Grant Match	Matching funds are funds set to be paid in equal amount to funds available from other sources.
Homeless ⁵	<p>A person is considered homeless if he or she:</p> <ul style="list-style-type: none"> • Lacks a fixed, regular, and adequate nighttime residence; or • Has a primary nighttime residence that is a public or private place not meant for human habitation; or • Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or • An individual living in a safe haven; or • Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
Homeless Assistance Standards	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego. ⁶
Homeless Emergency Assistance and Rapid Transition to Housing Act ⁷	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System ⁸	The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness.
Housing First	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.

⁵ https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf

⁶ http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf

⁷ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

⁸ <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

Interim Housing	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act ⁹	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing ¹⁰	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team ¹¹	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.

⁹ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

¹⁰ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

¹¹ <http://www.comresearch.org/pert.php>

San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all.
U.S. Interagency Council on Homelessness	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a participant has high, moderate, or low acuity. The use of this survey can help prioritize which participants should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.

EXHIBIT B

CONTRACT ATTACHMENT NO. 3
ADDITIONAL COMPENSATION TERMS
SECOND OPTION PERIOD (JULY 1, 2020 – JUNE 30, 2021)

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved detailed budget.



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021

Project Name: MHS Storage Connect Center I

Provider Name: Mental Health Systems, Inc.

Funding Amount: \$ 1,249,942.00

		OTHER FUNDING SOURCES	
SPENDING CATEGORIES	City HEAP/HHAP	N/A	TOTAL PROJECT BUDGET
PERSONNEL EXPENSES (PE)	\$ 729,663.29	\$ -	\$ 729,663.29
NON-PERSONNEL EXPENSES (NPE)	\$ 358,188.71	\$ -	\$ 358,188.71
FAIC EXPENSE	\$ 162,090.00		\$ 162,090.00
TOTAL BUDGET	\$ 1,249,942.00	\$ -	\$ 1,249,942.00

FAIC RATE	14.9%
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EXHIBIT C

CONTRACT ATTACHMENT NO. 4

HHAP GRANT AGREEMENT (to be inserted upon receipt from the State of California)

DRAFT

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR OPERATION OF TRANSITIONAL STORAGE CENTER II
WITH
MENTAL HEALTH SYSTEMS, INC.

Contract No. HHI-21-04

THIS AGREEMENT, entered into this _____ day of _____ 2020,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

MENTAL HEALTH SYSTEMS, INC.
9465 Farnham Street
San Diego, California 92123
(858) 573-2600

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate a Transitional Storage Center for individuals experiencing homelessness to store their belongings as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. HHAP Grant Agreement, Contract Attachment No. 4

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2020 through June 30, 2021.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of SEVEN HUNDRED TWENTY THOUSAND SIX HUNDRED SIXTY FOUR AND NO/100 DOLLARS (\$720,664.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) 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, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor 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 ("Housing 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 214 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately

the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

d. Funding Source

During the initial term of this Agreement and during any Option Periods, where exercised, Commission retains the right to modify the funding source(s) as necessary, including but not limited to HHAP funds, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

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

Signature Page to Agreement for Transitional Storage Center II services with Mental Health Systems, Inc. (Contract No. HHI-21-04):

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

CONTRACTOR:

MENTAL HEALTH SYSTEMS, INC.

By: _____
Jim Callaghan
CEO

Date: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Jeff Davis
Executive Vice President and Chief of Staff

Date: _____

By: _____
Lisa Jones
Senior Vice President of Homeless Housing Innovations

Date: _____

By: _____
Debra Fischle-Faulk
Vice President of Procurement and Compliance

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____
Charles Christensen
General Counsel for San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor 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 Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. The Contractor 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 Agreement or at any time thereafter except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. Nothing contained herein shall preclude Contractor from discussing Contractor's operations of the Temporary Bridge Shelter for Single Adult Women and Families.

204. Conflict of Interest

(a) For the duration of this Agreement, the Contractor 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 Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor 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 this Agreement with Contractor.

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

(e) Contractor 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 which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of \$2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below:

		Initials			Initials
<input checked="" type="checkbox"/>	General Liability \$1,000,000.00	_____	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00	_____
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	_____	<input type="checkbox"/>	Other: \$	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego (“City”), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked “Errors and Omissions” is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input checked="" type="checkbox"/>	Errors and Omissions \$1,000,000.00	_____

(d) For any claims arising out of or in connection with Contractor’s performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(e) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor’s insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor’s insurers that arise out of or in connection with Contractor’s performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor 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 Contractor, 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 Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Work Force Report and 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 law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an Equal Employment Opportunity Plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services 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 Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors,

and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the

Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

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

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

(a) Termination for Convenience. This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

(b) Termination for Lack of Funding. Should funding become unavailable at any point during any term of this Agreement, Commission may terminate this Agreement upon thirty (30) days written notice.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this

Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor 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 Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

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

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement 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 Agreement, 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.

219. 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 Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. 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 Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(a) Publish a statement notifying its employees that 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 Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

(ii) The Contractor's policy of maintaining a drug-free workplace.

(iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is not contemplated that the work performed under this Agreement constitutes a public work. If at any time work does trigger additional labor provisions, it is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

☐ If checked, additional state prevailing wage terms are contained in Attachment No. 6.

☐ If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, 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 Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor 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 Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, 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.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

226. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, a copy of which is attached to this Agreement, if applicable, at the following times:

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

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

227. 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.

228. Section 3 Contract Clauses (as applicable)

(a) The work to be performed under this Agreement 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments

under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB

Circular A-133.

230. Lobbying Provisions

Contractor 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) 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

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

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

233. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The Commission and Contractor agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

234. Sanitary Conditions

Contractor shall maintain sanitary conditions at the Program Location for the duration of the Agreement, as determined by Commission in its sole discretion.

235. Remedies Upon Default

The failure of the Contractor to perform each and every, covenant of the Contractor, in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the scope of work (in the case of Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, the achievement of good faith efforts to meet the goals, outcomes, and outputs shall constitute compliance), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize health, safety or the general welfare of the clients of the Contractor and/or members of the public, the Commission shall give seven (7) day-notice written to cure any breach to the Contractor. In the event that a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW AND OBJECTIVE

Contractor will operate the Transitional Storage Center 2 (“SCC2”) for individuals experiencing homelessness (“Clients”) to store their belongings.

2. PROGRAM SITE LOCATION

Contractor shall manage the SCC2 at the Lea Street Terminus, San Diego, California 92105 (“Premises”). During the term of the contract the SCC2 must be available to Clients Monday through Friday from 8:00am to 5:00pm, Saturday and Sunday from 8:00am to 11:00am. Hours of operation must be posted at the entrance to the Premises. The hours of operation are subject to change at the sole discretion of the Commission, and as based upon Client need. Contractor will be compensated accordingly for any changes in hours of operation.

3. PROGRAM DESCRIPTION

The purpose of this Facility is to have secure, protected space for Clients in the City of San Diego (“City”) to store their personal belongings on an ongoing basis, and have access to their belongings during hours of operation. Each Client of the SCC2 will have access to one storage container free of charge.

Contractor will provide Clients with access to their belongings in a staging area under supervision. SCC2 staff will need to develop a system for intake of Clients and inventory of their belongings to provide secure storage and access to those belongings while they are stored at the SCC2.

Contractor is responsible for administering 500 lockable large rolling storage containers located on the floor. Contractor is responsible for the safety and security of the storage containers and the contents thereof. Contractor uses appropriate protocol and procedures for placement and retrieval of client belongings. The Commission reserves the right to retain all items purchased under the Agreement including, but not limited to, lockable storage containers, at the conclusion of the SCC2’s operations.

Operation also requires reporting of basic outcomes: number of daily use by Clients, total number of people served, and number and percent of storage containers used.

4. PROGRAM SERVICES

Contractor shall ensure the following services are provided under this Agreement:

a. ***Target population***

The SCC2's target population consists of individuals and families experiencing homelessness residing in the City.

b. *Program Eligibility*

- 1) Each Client shall be Homeless as defined by the U.S. Department of Housing and Urban Development (HUD). All Clients self-certify as homeless as part of the intake process.
- 2) The following criteria may not be used to determine usage of the storage center service:
 - a) Access may not be denied to those expressing signs of inebriation, drug use or mental health issues, as long as the behaviors/actions do not pose a danger or threat to others;
 - b) Requirements to take medication if the participant has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;
 - f) Identification.

c. *Program Components*

Contractor shall:

- 1) Provide storage to Clients and limit that storage to no more than one storage container per Client at any one time.
- 2) Provide a service delivery system that effectively serves the target population in a safe, secure, and welcoming Client-centric environment.
- 3) Maintain an inventory system which tracks the location of stored items in such manner that enables accurate retrieval as requested.
- 4) Make efforts to ensure Clients do not queue, litter or loiter within a one-block radius of the SCC2. Contractor will report all suspected criminal activity to law enforcement and notify City's Environmental Services Department (ESD) to mitigate related issues.
- 5) Enter and maintain basic intake data into the regional Homeless Management Information System (HMIS), in accordance with the Regional Task Force on the Homeless (RTFH) data standards. [<http://www.rtfhsd.org/hmis/>].
- 6) Provide presence, visibility, and assistance to individuals who are experiencing homelessness in the vicinity of the SCC2.
- 7) Employ a strategy of proactive engagement of Clients within the community to place belongings in storage as an alternative to in the public right of way or on private property.
- 8) Further, work with City departments and community service agencies to:
 - a) Provide Clients basic information on locations where Clients can gain access to other homeless services.
 - b) Provide a point of contact representative who shall coordinate security and

- accessibility issues with the SDPD, the Commission, the City, and the community.
- c) Coordinate with SDPD and ESD to devise a system for intake of property with unknown owners which provides for: intake, inventory, tagging with a unique identifier, and storing of the property for a prescribed amount of time. Verify and restore belongings to claimants and provide opportunity for ongoing storage.
 - d) Ensure regular exterior clean-up of the Premises by ESD.
- 9) Conduct intake, review the Rules and Regulations and Terms of Service of the SCC2 with Clients; Rules and Regulations and Terms of Service may be developed by the Contractor as reasonably necessary to ensure operational effectiveness, but shall include the minimum standards contained herein and shall be subject to review and approval by the Commission.
- 10) Require Clients to sign an agreement acknowledging compliance with the Terms of Service set forth herein, and certifying they are not in violation of those requirements.
- 11) At every check in/check out, require Clients to sign an agreement acknowledging compliance with the Terms of Service set forth herein, and certifying they are not in violation of those requirements
- 12) Create a “Terms of Service” to include the following at minimum:
- a) One locking storage container per person
 - b) Storage containers are assigned to individuals only; no joint ownership permitted
 - c) An assigned container may only be accessed by the Client it is assigned to
 - d) Only SCC2 staff or authorized volunteers may retrieve storage containers from storage area
 - e) Storage containers may not contain the following items:
 - 1) Food or beverages
 - 2) Perishables
 - 3) Alcohol, drugs, or drug paraphernalia
 - 4) Medication
 - 5) Weapons
 - 6) Hazardous, combustible, or chemical materials
 - 7) Animals or living things
 - 8) Items showing signs of infestation
 - 9) Any illegal items, including stolen items, contraband, or any item that is not legally in the Client’s possession
 - 10) Shopping carts, bicycles, carts, or other wheeled devices, except privately owned shopping carts which fit in the storage container
- 13) All property must fit securely within the storage container and lids must be able to close.
- 14) Contractor shall inform Clients of the inactive bin policy. After 90 days the Client’s possessions will be removed from the bin, and stored on site until 90 days have elapsed

from last access. After 90 days, the items will be considered abandoned and the Contractor will discard them at that time.

- 15) When storage containers are no longer needed by a Client, the SCC2 office must be notified.
- 16) A release of liability for damage to items stored at the SCC2, not including damage from the Commission's or City's sole negligence or willful misconduct, as approved by the Commission along with a warning that Clients should not store valuable items at the SCC2.
- 17) The Premises shall maintain a list of rules and regulations on site, including but not limited to the following:
 - a) Prohibiting anyone from engaging in the below conduct, any violation of these rules will result in the loss of storage privileges:
 - 1) Commercial activity
 - 2) Recreational activity
 - 3) Watching television
 - 4) Religious activity
 - 5) Distributing food or water
 - 6) Making loud noises
 - b) No smoking or drinking alcohol or illegal drug use allowed on the Premises;
 - c) No unruly or threatening behavior allowed on the Premises;
 - d) No urinating, defecating, or spitting allowed on the Premises; and
 - e) Violation of Terms of Service may result in loss of access to the Facility.
 - f) Only Clients and SCC2 Staff are allowed to be on the Premises. Clients are only allowed to conduct storage-related business on the Premises. Once such business is completed, Clients must leave the Premises. Loitering shall be prohibited.
 - g) Clients will be allowed to use the reception area restroom during hours of operation upon their request.
 - h) No animals or pets of any kind are allowed on the Premises, except for service, signal, or trained guide dogs are otherwise allowed in public places under California state law.

System Coordination

1) Coordinated Entry System (CES)

Contractor will participate in CES as established by RTFH and focus on:

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all SCC2 Clients, **when appropriate** and as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, **when appropriate** and as established by RTFH.

2) *Youth Homeless Demonstration Program (YHDP)*

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) *2-1-1 San Diego*

Contractor must list the SCC2 along with relevant SCC2 details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the SCC2 service listing in the 2-1-1 San Diego database within the past 12-months. To verify the SCC2 is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4) *Community Information Exchange (CIE)*

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the SCC2's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the SCC2; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

e. *Community Engagement*

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Premises, including but not limited to:
 - a) Methodologies for maintaining a clean and safe environment;
 - b) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - c) Provide opportunities for electronic and/or written community feedback; and
 - d) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.

- 2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.
- 3) Ensure all elements of the "Good Neighbor Obligations" are included in Contractor's Community Engagement/Good Neighbor Plan and implemented effectively, including, but not limited to:
 - a) Conduct homeless outreach in the surrounding community;
 - b) Take measures to prevent Client queuing and loitering;
 - c) Prevent litter, debris, and graffiti on the Premises;
 - d) Notify City's Environmental Services Department to mitigate related issues;
 - e) Zero tolerance enforcement for alcohol or illegal or recreational drug use on site;
 - f) Report criminal activity to law enforcement.
- 4) Attend meetings with community and other respective neighborhood groups, as directed by Commission.

f. *Emergency Preparedness*

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of contract effective date. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar days of request by the Commission. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Premises who is responsible for the initial response and subsequent action to be taken in the event of an emergency ("who's in charge") during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Premises at all times.
- 3) Emergency evacuation plan, posted/displayed at the Premises at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;
 - b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times, including hourly logs, if an automatic fire warning system or fire suppression system is not available, or temporarily not working, and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events:
 - a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;
 - e) Tsunami;

- f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies; and
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations.
- 6) Locations of emergency equipment and supplies, posted/displayed at the Premises at all times.
 - 7) Locations of utility and sprinkler shutoffs, posted/displayed at the Premises at all times.

5. PROGRAM STANDARDS AND PERFORMANCE MONITORING

a. Compliance, Performance Monitoring, and Improvement Activities

- 1) Service delivery will be Client-focused. Contractor staff and all persons that interact with Clients will be trained on homeless population service provision, positive engagement and general customer service standards that addresses the needs of the target population.
- 2) Adequate staffing with appropriate on-going training for service delivery and data collection and analysis;
- 3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the SCC2.
- 4) 24-hour security to ensure a safe environment at the SCC2 for Clients, volunteers, and others who may come in contact with the SCC2.
- 5) Designated point-of-contact who is available at all times to address issues that may arise at the SCC2 and coordinate security issues with the SDPD.
- 6) Compliance with Fire Marshal inspections and recertifications as needed.
- 7) Development of appropriate Rules and Regulations for SCC2 operations including low barrier Terms of Service, which will be displayed on site at all times, and various means for Clients to provide input into the SCC2.
- 8) Data entry, analysis and reporting in the RTFH-approved HMIS of all SCC2 activities; Contractor will maintain all appropriate documentation, including but not limited to number of individuals or families served.
- 9) That the SCC2 is operated in compliance with the Americans with Disabilities Act (ADA) and all other applicable rules and regulations.
- 10) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of Agreement effective date. Contractor must provide current policies and procedures at any time during the term of this Agreement within 15 calendar days upon request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. SCC2 policies and procedures must include, at a minimum, the following

components:

- a) Service description and intake process and eligibility criteria.
- b) SCC2 exit procedures/termination policies
- c) Intake procedure for documenting homelessness eligibility.
- d) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine SCC2 eligibility and continued stay:
 - 1) Sobriety and/or commitment to be drug-free
 - 2) Requirements to take medication if the resident has a mental illness
 - 3) Participation in religious services or activities
 - 4) Payment or ability to pay
 - 5) Identification
- e) Contraband control and confiscation policy
- f) Critical incident reporting policies and procedures
- g) Client confidentiality and privacy/consent (ROI)
- h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
- i) Client grievance policies and procedures
- j) Progressive disciplinary policy for Clients and procedures for Client appeals
- k) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination
- l) Biohazard waste policies and procedures
- m) Reasonable Accommodations
- n) Notice of privacy practices to be provided to Clients
- o) Rights of Persons Served
- p) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the SCC2 is operated in a manner consistent with Housing First principles
 - 1) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the SCC2 does not:
 - a. Require a minimum level of income at entry;
 - b. Screen out for substance use;
 - c. Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - d. Screen out persons with history of victimization (domestic violence, assault, abuse); and
 - e. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
 - 2) In addition, the SCC2 does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Clients determine they want to access the SCC2.

11) Contractor must comply with mandated reporting, staff training, and procedures.

b. *Program Records*

1) *Recordkeeping*

- a) The Contractor shall maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, the City, U.S. Government, or other authorized agent(s), all SCC2-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Contractor must maintain SCC2 inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) *Homeless Management Information System (HMIS)*

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the Agreement term, including those for data collection, data entry, data quality, standards for missing data, incomplete data, and timeliness of data entry.

c. *Mandatory Attendance*

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

6. PROGRAM OUTCOMES

- a. The Contractor agrees to enter all HUD universal data elements (UDEs) and program-specific data elements (PSDEs), as applicable, into the RTFH-approved HMIS for data collection and analytics. All SCC2 progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission in consultation with the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a performance improvement plan in a form and format determined by the Commission.
- c. In order to ensure reporting of trends, demographics and other potentially edifying information which can help the Commission and the City of San Diego tailor the City's

homeless crisis response system programming, the Commission may require Contractor to conduct and/or carry out data tracking beyond the standard metrics detailed in the Scope of Work and the monthly Data Collection Tools. All such request will be made to the Contractor in writing. The Commission's staff will make every effort to ensure that Contractor is supported in its ability to perform this work.

- d. For the Agreement term, the Contractor will ensure the following primary SCC2 outputs and standards:

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
Number of Persons Served	Persons Served	500
Data Quality	RTFH Performance Standards and Requirements for HMIS	100%
Efficient and Effective Use of Community Resources	Program Participants Self-Certified as Homeless at Intake	100%
	Utilization Rate	Reporting Only
	Average Length of Use	
	Number of Individuals on Program Waitlist	
	Abandoned Containers	
	Monthly New Intakes	
	Daily Check-Ins	
System Coordination	Referrals from City Departments and Community Providers	Reporting Only
	Referrals to Resources	
	Critical Incident Reports	

7. PROGRAM COMPLIANCE AND MONITORING

Contractor must comply with requirements for care and maintenance of facility including participation in semi-annual facility inspections by Commission staff, performance of required maintenance and timely notification of any issues at the facility to Commission staff.

Unscheduled Site-Visits

SDHC staff involved in monitoring and/or administering the contract, and providing guidance or technical support for our contracted operators, may visit the site from time to time. Generally these visits will be prescheduled but that may not always be possible. When SDHC staff make unscheduled visits they will do what they can to minimize any disruption and will not unnecessarily ask direct service delivery staff to redirect their time towards the unscheduled visit, however any cooperation/communication that may be needed from site staff is expected.

8. PROPERTY MANAGEMENT

Contractor will:

- a. Maintain a secure and healthful environment for delivery of all services.
 - 1) Includes minor equipment purchases related to the ongoing care and security of the premises such as a bed bug zapper, heating system, keyed master locks, security camera system, and medical waste disposal for sharp objects.
- b. Provide for:
 - 1) Operating supplies;
 - 2) Site control;
 - 3) Prompt maintenance and repair;
 - i. Minor repairs and maintenance for the SCC2 including, but not limited to, alarm/security equipment, fire inspection, pest control, replacement of locks, and other repairs required for the safe operation of the program at the facility; and
 - ii. Equipment repairs/maintenance encompassing fire extinguisher maintenance, the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
 - 4) Utilities;
 - 5) Janitorial services; and
 - 6) Waste removal and disposal.
- c. Provide secure entry/exit for Clients and others to be monitored by Contractor.
- d. Maintain a written drug and alcohol-free policy for staff that is posted/displayed at the Premises at all times; the written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.
- e. Maintain the SCC2, at all times, in an orderly and vermin-free condition.

- f. The Premises is to be used as a storage facility only. Operation of the storage facility shall not create any conditions that amount to a public nuisance and shall not be detrimental to the residential neighborhood by causing increased noise, traffic, lighting, odor, or by violating any applicable ordinance or laws.

City will:

Per the terms of the Storage Memorandum of Understanding (Storage MOU) between the Commission and the City, City is responsible for managing the contracts for the office trailer, portable restroom, handwashing station, and security services.

9. REQUEST FOR REIMBURSEMENT (RFR)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.
 - 1) Contractor is subject to all supporting documentation requirements described in the City's Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.
 - 2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - 3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
- c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

10. MATCH AND LEVERAGE COMMITMENTS

All projects shall provide summary documentation of any matching funds through leveraged or in-kind resources used to enhance program services and operations within 30 days following the end of the Agreement term.

11. MEDIA/COMMUNICATIONS

Contractor will coordinate with and seek the prior written consent and permission of the Commission's Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The Commission's permission will not be unreasonably withheld, conditioned or delayed and should the Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, the Commission's approval will be deemed to have been given.

Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor will exhibit a good faith effort to immediately consult with the Commission prior to responding to such inquiries.

12. REVERSION

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees that the Commission may reallocate any and all compensation on hand at the time of the expiration, termination or breach, together with any and all accounts receivables attributable to the use of the compensation, as the Commission will determine in its sole discretion. The Commission may procure alternative and/or additional Contractors to perform work in compliance with the Commission's Procurement Policy.

13. CLOSE-OUTS

- a. Contractor will be responsible for completing and submitting a close-out packet to include information including, but not limited to, total number of participants housed, SCC2 accomplishments, participant demographics, and financial summary of award for each applicable funding source.
- b. Contractor's obligation to the Commission will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of SCC2 assets (including the return of all unused materials, Program income balances, and accounts receivable to the Commission); and
 - 3) Determining the custodianship of records.
 - 4) When applicable, providing summary documentation of any matched and/or leveraged commitments.
- c. Notwithstanding the foregoing, the terms of the Agreement will remain in effect during any period in which the Commission has control over funds related to the SCC2.

14. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless ¹	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant	The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in

¹ <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

	1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.
Continuum of Care ²	The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System ³	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.</p> <p>The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.</p>
Critical Incident Report	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion ⁴	A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.
Emergency Shelter	Safe, short-term program providing basic services such as temporary

² <https://www.hudexchange.info/programs/coc/>

³ <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

⁴ <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf>

	housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Grant Match	Matching funds are funds set to be paid in equal amount to funds available from other sources.
Homeless ⁵	<p>A person is considered homeless if he or she:</p> <ul style="list-style-type: none"> • Lacks a fixed, regular, and adequate nighttime residence; or • Has a primary nighttime residence that is a public or private place not meant for human habitation; or • Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or • An individual living in a safe haven; or • Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
Homeless Assistance Standards	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego. ⁶
Homeless Emergency Assistance and Rapid Transition to Housing Act ⁷	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System ⁸	The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for

⁵ https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf

⁶ http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf

⁷ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

⁸ <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

	managing information of persons experiencing homelessness.
Housing First	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act ⁹	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing ¹⁰	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or

⁹ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

¹⁰ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

	without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team ¹¹	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.
San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all.
U.S. Interagency Council on Homelessness	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Violence Against Women Act ¹²	<p>The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs.¹³ These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which</p>

¹¹ <http://www.comresearch.org/pert.php>

¹² <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

¹³ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

	allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor's property causing eviction and poor rental history. ¹⁴
Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a participant has high, moderate, or low acuity. The use of this survey can help prioritize which participants should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.

¹⁴<https://archives.hud.gov/news/2016/pr16-159.cfm>

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved detailed budget.



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION
SUBRECIPIENT PROJECT BUDGET
SUMMARY

Fiscal Year: 2021

Project Name: Storage Connect Center II

Provider Name: Mental Health Systems, Inc.

Funding Amount: \$ 720,664.00

SPENDING CATEGORIES	HHAP	OTHER FUNDING SOURCES	TOTAL PROJECT BUDGET
		N/A	
PERSONNEL EXPENSES (PE)	\$ 542,471.00	\$ -	\$ 542,471.00
NON-PERSONNEL EXPENSES (NPE)	\$ 84,739.00	\$ -	\$ 84,739.00
FAIC BUDGET	\$ 93,454.00		\$ 93,454.00
TOTAL PE BUDGET	\$ 720,664.00	\$ -	\$ 720,664.00

FAIC RATE	14.9%
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CONTRACT ATTACHMENT NO. 4
HHAP GRANT AGREEMENT (to be inserted upon receipt from the State of California)

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE PROVISION OF TRANSITIONAL STORAGE CENTERS**

This Memorandum of Understanding for the Provision of Transitional Storage Centers (“Storage MOU”) between the SAN DIEGO HOUSING COMMISSION, a public agency (“Commission”) and the CITY OF SAN DIEGO, a municipal corporation (“City”) hereinafter referred to as the “Parties” and each, as a “Party,” shall become effective upon signature of both Parties.

RECITALS

WHEREAS, the Parties entered into that certain Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Provision of Temporary Bridge Shelters, dated as of December 13, 2017 (“Bridge MOU”);

WHEREAS, the Commission and City extended the scope of the Bridge MOU to include the provision of Temporary Storage Center services (“Storage Connect Center 1”) at the site located at 116 S 20th Street in the City of San Diego (“SCC1 Premises”);

WHEREAS, the City has been operating a second temporary storage center (“Storage Connect Center 2”) at Lea Street Terminus, San Diego, California 92105 (“SCC2 Premises”) since November 2019;

WHEREAS, the Parties now desire to transfer the operation of the Storage Connect Center 2 to the Commission and to enter into two separate MOUs: one new Bridge MOU to address the Parties obligations with respect to the Bridge Shelters and this Storage MOU to provide for the operation of multiple transitional storage centers in the City of San Diego;

NOW THEREFORE, the City and Commission agree as follows:

- I. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Storage MOU by this reference, as though fully set forth in this Storage MOU.

II. **Status of Prior Memoranda of Understanding.** This Storage MOU supersedes the provisions set forth in the Bridge MOU which relate to the operation and maintenance of transitional storage centers in the City of San Diego, including Storage Connect Center 1 and Storage Connect Center 2.

III. **Term and Termination of Storage MOU.**

- A. **Term of Storage MOU.** The term of the Storage MOU is July 1, 2020 through June 30, 2021, with two (2) additional one (1) year options to extend. Only one option may be exercised at a time. If all options are exercised, the Storage MOU will continue from July 1, 2020 through June 30, 2023.
- B. **Termination of Storage MOU.** Either Commission or the City may terminate the Storage MOU and all obligations assigned thereunder for any reason by providing 45 days written notice to the other Party.

IV. **Storage Connect Center 1.** The Parties responsibilities for the operation of the Storage Connect Center 1 are as set forth herein:

- A. **Commission Responsibilities.** The Commission shall be responsible for the general management, administration, and oversight of Storage Connect Center 1 as defined herein. Any responsibilities set forth in Section B (“City Responsibilities”) below shall be explicitly excluded from Commission’s responsibilities. The Commission is not liable for the care or maintenance of the SCC1 Premises.

The Commission’s responsibilities relating to the Storage Connect Center 1 include the following:

- 1. **Administration and Oversight of Storage Connect Center 1.** Commission shall:
 - a. Monitor all agreements relating to the operation of the Storage Connect Center 1, including agreements with the Storage Connect Center 1 operator.
 - b. Document outcomes for the Storage Connect Center 1, as defined within the applicable agreements.
 - c. Notify the designated City Administrator, the Chief of Homelessness Strategies and Housing Liaison, or their designee, of any public meetings, media requests, or tours requested regarding the Commission’s activities related to this MOU, with sufficient time to allow the City to identify a representative to appear on its behalf at any such meeting.
 - d. The Commission shall provide monthly or quarterly reports, at its election, in a form and format mutually agreed upon by both Parties, on the performance and outcomes of the Storage Connect Center 1 it administers under this Storage MOU for the City Administrator’s review.

1. The Commission acknowledges that there will be instances where additional reporting frequency or specific requests may need to be accommodated to meet City needs related to public information provision or grant compliance and will work with the City Administrator to address those needs within the Commission's available resources to meet the request(s).

B. City Responsibilities. The City shall be responsible for the lease of the SCC1 Premises and provision of City services under this Storage MOU. Any responsibilities set forth in Section A ("Commission Responsibilities") above shall be explicitly excluded from City's responsibilities.

The City's responsibilities relating to the Storage Connect Center 1 include the following:

1. Lease of Premises. City shall:

- a. Enter into a lease agreement for the SCC1 Premises for the term of this Storage MOU, as extended.
- b. Enter into a sublease agreement, in a form approved by Commission and the City, for the SCC1 Premises with the Storage Connect Center 1 operator selected by the Commission. The sublease shall not include payment of the Base Rent or Operating Expenses as contained in the lease by the Storage Connect Center 1's Operator.

2. City Services. City shall:

- a. To the extent possible, based on the City's determination on availability of resources, the City shall provide for cleanings of the exterior of the SCC1 Premises block, and any other support as determined necessary and appropriate by Environmental Services Department, in agreement with Storage Connect Center 1's operator and the Commission.
- b. Provide Commission with a process for disposal of abandoned shopping carts that complies with applicable laws and is approved by the San Diego Police Department.
- c. To the extent possible, based on the City's determination on availability of resources, the City shall provide support to MHS contracted security in the vicinity of the Center as determined necessary and appropriate by the San Diego Police Department, in agreement with Storage Connect Center 1's operator and the Commission.

V. **Storage Connect Center 2.** The Parties responsibilities for the operation of the Storage Connect Center 2 are as set forth herein:

- A. Commission Responsibilities. The Commission shall be responsible for the general management, administration, and oversight of Storage Connect Center 2 as defined herein. Any responsibilities set forth in Section B (“City Responsibilities”) below shall be explicitly excluded from Commission’s responsibilities. The Commission is not liable for the care or maintenance of the SCC2 Premises.

The Commission’s responsibilities relating to the Storage Connect Center 2 include the following:

1. Administration and Oversight of Storage Connect Center 2. Commission shall:
 - a. Monitor all agreements relating to the operation of the Storage Connect Center 2, including agreements with the Storage Connect Center 2 operator.
 - b. Document outcomes for the Storage Connect Center 2, as defined within the applicable agreements.
 - c. Notify City staff responsible for this program of any public meetings, media requests, or tours requested regarding the Commission’s activities related to this MOU, with sufficient time to allow the City to identify a representative to appear on its behalf at any such meeting.
 - d. The Commission shall provide monthly or quarterly reports, at its election, in a form and format mutually agreed upon by both Parties, on the performance and outcomes of the Storage Connect Center 2 it administers under this Storage MOU for the City Administrator’s review.
 - i. The Commission acknowledges that there will be instances where additional reporting frequency or specific requests may need to be accommodated to meet City needs related to public information provision or grant compliance and will work with the City Administrator to address those needs within the Commission’s available resources to meet the request(s).

- B. City Responsibilities. The City shall be responsible for the provision of City services at the SCC2 Premises under this Storage MOU. Any responsibilities set forth in Section A (“Commission Responsibilities”) above shall be explicitly excluded from City’s responsibilities.

The City’s responsibilities relating to the Storage Connect Center 2 include the following:

1. City Services. City shall:
 - a. Enter into an agreement with the Storage Connect Center 2 operator(s) for occupancy of the SCC2 Premises for operation of the Storage Connect Center 2 at the Lea Street Terminus.
 - b. To the extent possible, based on the City’s determination on availability of resources, the City shall provide cleanings of the exterior of the SCC2 Premises block, and any other support as determined necessary and

appropriate by Environmental Services Department, in agreement with Storage Connect Center 2's operator and the Commission. Provide Commission with a process for disposal of abandoned shopping carts that complies with applicable laws and is approved by San Diego Police Department.

- c. To the extent possible, based on the City's determination on availability of resources, the City shall provide support to MHS contracted security in the vicinity of the Center as determined necessary and appropriate by the San Diego Police Department, in agreement with Storage Connect Center 2's operator and the Commission.
- d. Maintain all necessary ancillary services and equipment to support Storage Connect Center 2 operations until both parties mutually agree in writing that transfer of such responsibilities to the Storage Connect Center 2 operator and/or the Commission is appropriate and achievable, contingent on the City appropriating funds for such purpose.
- e. Ensure that all agreements entered into between the City and third parties pursuant to Subsection (B)(1)(e) of this Storage MOU comply with any applicable labor requirements.

- VI. **Funding.** At the start of each fiscal year, the City will endeavor to secure funding for the performance of obligations under this Storage MOU. The City certifies the sources provided under this Storage MOU are within the permitted uses of the applicable funding sources.

Should funding become unavailable at any point during the term of this MOU, either Party may terminate this agreement upon 30 days written notice.

- VII. **General Provisions.**

A. **Indemnification.** To the fullest extent provided by law, the City and the Commission agree to indemnify, protect, and hold harmless one another, including their elected officials, officers, agents, representatives, departments, subcontractors, and employees, from and against any and all claims, demands, actions, proceedings, suits, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss or use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this Storage MOU by the City or the Commission, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and Commission's duty to indemnify and hold harmless one another shall not include any claim or liability arising from the established sole negligence or willful misconduct of the other, or the other's elected officials, officers agents, representatives, departments, subcontractors, and employees.

B. **Insurance.** City certifies that it is self-insured and will maintain the same level of

insurance throughout the duration of this Storage MOU. Commission certifies it has obtained insurance as set forth herein:

1. Commission shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

	Initials		Initials
<input checked="" type="checkbox"/> General Liability \$1,000,000.00	_____	<input checked="" type="checkbox"/> Workers Compensation \$1,000,000.00	_____
<input checked="" type="checkbox"/> Automobile Liability \$500,000.00	_____		

2. This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the City. Coverage shall remain in full force and effect during the entire term of the policy.
- C. Amendments. Any changes to this Storage MOU shall be in writing and signed by both Parties. Commission's President and Chief Executive Officer, or designee, and the Mayor, or designee, shall have the authority to execute amendments to this Storage MOU, which do not otherwise require City Council or Housing Authority approval.
- D. Assignability. Neither Party shall assign any interest in this Storage MOU and shall not transfer any interest in the same (whether by assignment or novation).
- E. Counterparts. This Storage MOU may be executed in one or more counterparts, each of which shall be deemed an original. The Parties agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.
- F. Entire Agreement. This Storage MOU represents the entire understanding between the Parties about the subject matter of the Storage MOU.
- G. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Storage MOU. The Parties have participated substantially in the negotiation, drafting, and revision of this Storage MOU, with advice from legal and other counsel and

advisers of their own selection. A word, term or phrase defined in this Storage MOU may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this Storage MOU. The words "include" and "including" in this Storage MOU shall be construed to be followed by the words: "without limitation." Each collective noun in this Storage MOU shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Storage MOU, refers to such document, as modified from time to time (excepting any modification that violates the Storage MOU), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Storage MOU includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this Storage MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

- H. No Other Representations or Warranties. Except as expressly set forth in this Storage MOU, no Party makes any representation or warranty material to this Storage MOU to any other Party.

IN WITNESS WHEREOF, this Storage MOU is entered into by the City of San Diego, acting by and through its Mayor or designee, and by the San Diego Housing Commission, by and through the signature of Commission's authorized representative(s), all as set forth below.

SAN DIEGO HOUSING COMMISSION,
a public agency

By: _____
Charles B. Christensen
General Counsel

By: _____
Jeff Davis
Chief of Staff

Date: _____

Date: _____

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP,
a California Limited Liability Partnership

CITY OF SAN DIEGO
a California municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MARA W. ELLIOTT
CITY ATTORNEY

By: _____
Deputy City Attorney

Date: _____

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF SAN DIEGO AUTHORIZING THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF
SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION
FOR THE PROVISION OF TRANSITIONAL STORAGE
CENTERS AND AUTHORIZING AGREEMENTS WITH
OPERATOR TO MANAGE STORAGE CONNECT CENTER I
AND II, AND APPROVING FUNDING AND RELATED
ACTIONS.

WHEREAS, the San Diego Housing Commission (Housing Commission) administers agreements for the City of San Diego (City)'s Homeless Shelters and Services Programs based on a Memorandum of Understanding between the Housing Commission and the City that first took effect on July 1, 2010; and

WHEREAS, the Housing Commission administers a transitional storage center located at 116 South 20th Street, San Diego, California, 92113 (Storage Connect Center I) on behalf of the City pursuant to a separate Memorandum of Understanding that expires on June 30, 2020; and

WHEREAS, on November 18, 2019, the City opened a second transitional storage center located at Lea Street Terminus, San Diego, California, 92105 (Storage Connect Center II); and

WHEREAS, Mental Health Systems, Inc. (Operator) administers both Storage Connect Center I and II; and

WHEREAS, in April 2020 the City announced its intent to transfer administration of Storage Connect Center II to the Housing Commission; and

WHEREAS, the Housing Commission desires to option a second year and execute a fourth amendment of the agreement with Operator for Storage Connect Center I from July 1, 2020 through June 30, 2021, and approve an initial one year agreement with Operator at Storage Connect Center II from July 1, 2020 through June 30, 2020 (collectively, Storage Connect Center Agreements); and

WHEREAS, the transitional storage centers help keep homeless San Diegans' belongings off the streets, sidewalks, and storefronts within the nearby neighborhood by providing a safe place for homeless individuals to keep their belongings as they look for work, attend classes, or meet with service providers or doctors, and the purpose of this program is to have secure, protected space for homeless individuals to store their personal belongings on an ongoing basis, with access to their belongings during hours of operation; and

WHEREAS, the Housing Commission and City desire to enter into a new Memorandum of Understanding for the Provision of Transitional Storage Centers (MOU) to identify the roles and responsibilities of the parties related to the oversight and administration of the City's temporary storage centers for a one year term, with two one-year options to renew, a copy of which is included in the backup materials accompanying this Resolution; and

WHEREAS, funding for the transitional storage centers are contingent on an executed Memorandum of Understanding between the City and Housing Commission for Homeless Housing, Assistance, and Prevention Program (HHAP) grant funding from the State of California Business, Consumer Services and Housing Agency (BCSH); NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority as follows:

1. The Housing Commission President & Chief Executive Officer (President & CEO), or designee, is authorized and directed to award and sign the Storage Connect Center Agreements for a twelve-month period, from July 1, 2020 through June 30, 2021.
2. The President & CEO, or designee, is authorized to allocate and expend up to \$1,970,606 for the costs of the Storage Connect Center Agreements, to be funded from HHAP funds, allocated as follows: (1) an amount not to exceed \$1,249,942.00 with Operator for Storage Connect Center I and (2) an amount not to exceed \$720,664 with Operator for Storage Connect Center II.
3. The President & CEO, or designee, is authorized to execute any documents and instruments that are necessary and appropriate to implement this Resolution, in a form approved by Housing Commission General Counsel and to take such actions necessary and appropriate to implement these approvals without further action of the Board of Commissioners of the Housing Commission Board (Housing Commission Board) or the Housing Authority.
4. The President & CEO, or designee, is authorized to substitute funding sources or increase compensation, or both, not to exceed twenty percent of the total costs for the term of the Storage Connect Center Agreements, without further action by the Housing Authority or the Housing Commission Board, but only if and to the extent funds are determined to be available for such purposes.

5. The President & CEO, or designee, is authorized and directed to sign the MOU.

APPROVED: MARA W. ELLIOTT, General Counsel

By

Katherine A. Malcolm
Deputy General Counsel

KAM:soc
05/28/2020
Or. Dept: SDHC
Doc. No. 2388001



The City of San Diego
Item Approvals

Item Subject: Approval of Proposed Memorandum of Understanding between the Housing Commission and the City of San Diego for the Provision of Transitional Storage Centers.

Contributing Department	Approval Date
DOCKET OFFICE	06/02/2020
DEPARTMENT OF FINANCE	06/02/2020

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	05/20/2020
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	06/02/2020
CITY ATTORNEY	MALCOLM, KATE	06/02/2020