



REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO

DATE ISSUED: June 4, 2020

REPORT NO: HAR20-023

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of June 16, 2020

SUBJECT: Homeless Housing, Assistance and Prevention Program (HHAP) Memorandum of Understanding Between the San Diego Housing Commission and the City of San Diego

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

That the Housing Authority of the City of San Diego and San Diego City Council approve the execution of a Memorandum of Understanding, in a form approved by General Counsel, between the City of San Diego and the San Diego Housing Commission regarding the City of San Diego's administration of Homeless Housing, Assistance and Prevention Program block grant funding and the related requirements and programming.

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) Approve the execution of a Memorandum of Understanding (MOU) between the City and the San Diego Housing Commission (Housing Commission) regarding the administration of Homeless Housing, Assistance and Prevention (HHAP) Program block grant funding, in a form approved by General Counsel, and to transfer) a portion of the City's HHAP block grant funding to the Housing Commission for one-time uses that address homelessness in compliance with the terms of the HHAP block grant agreement between the City and the State of California's Business, Consumer Services and Housing Agency (Agency); and
- 2) Authorize the Housing Commission's President & CEO, or designee, to execute the final negotiated MOU, and any and all amendment(s) thereto, in a form approved by General Counsel, and to take all actions necessary to implement these approvals;

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City Council:

- 3) Approve an MOU between the City and the Housing Commission regarding the administration of the HHAP block grant funding and to transfer a portion of the City's HHAP block grant funding to the Housing Commission for one-time uses that address homelessness in compliance with the terms of the HHAP block grant agreement between the City and the Agency; and
- 4) Authorize the Mayor, or designee, to execute an MOU, and any and all amendment(s) thereto, in a form approved by the City Attorney, on behalf of the City, and to take all actions necessary to implement these approvals.

SUMMARY

HHAP is a State of California block grant program authorized by Assembly Bill 101 and signed into law by Governor Gavin Newsom to provide local jurisdictions with funds to support regional coordination and expand or develop local capacity to address immediate homelessness challenges. HHAP funds are administered by the State of California's Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency, and may be expended on one-time uses that address homelessness, such as rental assistance and rapid rehousing programs; operation of emergency shelters and navigation centers, outreach and coordination, and prevention and diversion programs. The City was allocated HHAP funds in the amount of \$22,491,840.12, an amount calculated according to the City of San Diego's 2017 homelessness Point-in-Time Count. Per the terms of Assembly Bill 101, no less than 50 percent of HHAP allocations must be obligated on or before May 31, 2023, with full expenditure by June 30, 2025. The City is currently waiting for the finalized HHAP block grant agreement from the Agency. Upon execution of the HHAP block grant agreement, the City desires to transfer a portion of the City's HHAP block grant funding to the Housing Commission.

The Housing Commission administers the agreements for the City's Homeless Shelters and Services Programs based on the Homelessness MOU between the Housing Commission and the City that first took effect on July 1, 2010.

The term of the proposed HHAP MOU between the City and the Housing Commission will run through June 30, 2025, which coincides with the term of the HHAP block grant. The proposed HHAP MOU will include all relevant terms contained in the executed and approved HHAP block grant agreement between the City and the Agency.

The total amount of the portion of the City's HHAP block grant to be transferred under the MOU is not final at this time, and will be finalized upon execution of the HHAP block grant agreement and before execution of the MOU upon mutual agreement of the Housing Commission and the City.

The HHAP MOU attached to this report is considered a draft form until such time as the full terms of the HHAP grant agreement between the City and the Agency, executed late in the docketing process, can be incorporated into the HHAP MOU. .

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AFFORDABLE HOUSING IMPACT

As San Diegans continue to live in a City-declared “housing emergency,” the need for immediate housing assistance is critical to the well-being of community members. If the HHAP block grant agreement is approved, HHAP funds must be expended on one-time uses that address homelessness, including prevention, criminal justice diversion programs to individuals experiencing homelessness with mental health needs, and emergency aid. Upon satisfaction of the contingencies set forth in this report, the HHAP funding transferred under this MOU will go to fund a variety of programs directed at serving San Diego’s most vulnerable citizens.

FISCAL CONSIDERATIONS

There is no fiscal impact related to these actions. Actions requested in this report include the authorization to enter into an MOU; no funding is being allocated to a specific program or activity.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include individuals and households who are experiencing homelessness.

ENVIRONMENTAL REVIEW

Approval of the proposed MOU is not a project as defined by the California Environmental Quality Act Section 21065 and State CEQA Guidelines Section 15378(b)(5), as it is a governmental administrative activity that will not result in direct or indirect physical changes in the environment. The determination that this activity is not subject to CEQA, pursuant to Section 15060(c)(3), is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required.

Since there are no federal funds being used for this action, National Environmental Policy Act Environmental clearances are not required at this time.

Respectfully submitted,



Lisa Jones
Senior Vice President
Homeless Housing Innovations

Attachments: MOU Final

Approved by,



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

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIEGO
AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE PROVISION OF HHAP BLOCK GRANT FUNDED PROGRAMS**

This Memorandum of Understanding (“HHAP MOU”) is dated as of _____, 2020 (the “Effective Date”) by and 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.”

RECITALS

WHEREAS, the State of California Homeless Housing and Assistance Prevention (“HHAP”) program is a block grant program designed to provide direct assistance to localities to address the homelessness crisis throughout California; and

WHEREAS, HHAP funds are intended to provide one-time flexible block grant funds to address the City of San Diego’s immediate homelessness challenges; and

WHEREAS, the HHAP funds must be expended on one-time uses that address homelessness, including prevention, criminal justice diversion programs to homeless individuals with mental health needs, and emergency aid; and

WHEREAS, at least eight percent (8%) of the HHAP funds awarded to the City must be allocated to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness and not more than seven percent (7%) may be allocated to administrative costs; and

WHEREAS, the City applied for \$22,491,840.12 of HHAP funds from the State of California, and the City’s application was approved on March 30, 2020, awarding the full amount (“HHAP Block Grant”); and

WHEREAS, on June 16, 2020 the Council of the City of San Diego (“City Council”) approved Resolution No. [REDACTED] (“Resolution”), which authorized the City to accept the HHAP funds and to negotiate, execute and comply with an agreement with the State of California’s Business, Consumer Services and Housing Agency (“BCSH”) for the HHAP Block Grant; and

WHEREAS, the City Council further authorized the Chief Financial Officer to allocate funds to the following categories: operating subsidies and reserves; rapid rehousing; outreach coordination; prevention and diversion services; and administration; and

WHEREAS, the Resolution further authorizes the City to administer, monitor, and manage the grant funding and to develop, advertise, negotiate, and award contracts to third parties to implement the HHAP block grant; and

WHEREAS, on [REDACTED], 2020 the City entered into an agreement with the BCSH to provide the City a one-time HHAP Block Grant funding in the amount of \$22,491,840.12 (“HHAP Grant Agreement”); and

WHEREAS, the City now desires to engage the Commission to assist in the administration of various homelessness programs as set forth in this HHAP MOU; and

WHEREAS, on June 16, 2020 the Housing Authority for the City of San Diego approved Resolution [REDACTED] which authorized the Commission to enter into this HHAP MOU to provide services in under the HHAP Block Grant upon BCSH signature of the HHAP Grant Agreement.

NOW, THEREFORE, the City and Commission agree as follows:

- A. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference.
- B. Commission Responsibilities.
 - 1. Attachment A to this HHAP MOU contains a description of the programs the City intends to fund with the HHAP Block Grant. The Commission shall be responsible for the general management, administration and oversight of a subset of those programs, as set forth in the attachment (together “HHAP Programs”). Attachment A is attached hereto and made part hereof.
 - 2. The Commission shall monitor all agreements with subcontractors for the operation of the HHAP Programs.
 - 3. The Commission shall ensure all subcontractors for the HHAP Programs comply with the applicable terms of the HHAP Block Grant and HHAP Grant Agreement as set forth in Section E herein and provide those agreements to the City administrator for review prior to execution.
- C. City Responsibilities.
 - 1. The City shall provide funding for the HHAP Programs that it expects the Commission to administer as set forth in Attachment A to this HHAP MOU in consideration for the Commission expending these funds in conformance with the HHAP Grant Agreement. If the City commits reduced funding in amounts less than the amounts identified in Attachment A, the City acknowledges that the services will be reduced accordingly.

2. The City shall designate and maintain a City Administrator to provide oversight for this HHAP MOU (“City Administrator”). This role shall be fulfilled by the individual in the position of the City’s Chief of Homelessness Strategies & Housing Liaison, or successor position, or that individual’s designee. The City is solely responsible for ensuring the expenditures relating to administrative costs. The City and Commission shall ensure expenditures relating to homeless youth or youth at risk for homelessness are in compliance with the requirements of the HHAP Block Grant; however, the City will be solely responsible for final review and compliance of any expenditures related to the operation of the HHAP Programs set forth in Attachment A.
3. The City Administrator may provide direction to the Commission with respect to how to develop and manage the HHAP Programs, including, for example, what data to collect from Commission operations, and may provide direction to the Commission with respect to how to enhance aspects of the HHAP Programs to produce satisfactory results and revise or eliminate aspects of the HHAP Programs that do not.
4. The City Administrator may authorize modifications within the funding categories provided they are consistent with the resolution that authorized the acceptance and expenditure of the HHAP Grant. The City will work with the Commission to determine, and take into consideration, any impacts a reduction in funding or re-allocation in funding might have to program or system performance and outcomes. The City reserves the right to amend the funding as set forth in Attachment A per the terms of the “Amendment” clause below.
5. The City shall provide funding under this HHAP MOU in two months advance payments in accordance with the terms and conditions of this HHAP MOU within 15 days of the effective dates of this MOU.

D. Term and Termination of HHAP MOU.

1. **Term of HHAP MOU.** The term of this HHAP MOU is from the Effective Date of this HHAP MOU through June 30, 2025.
2. **Termination of HHAP MOU.** Either Commission or the City may terminate this HHAP MOU and all obligations assigned thereunder for any reason by providing fourteen (14) days written notice to the other. Upon termination of this HHAP MOU, any unexpended funds received by Commission shall be returned to City within thirty (30) days of the notice of termination.

E. Grant Provisions.

1. **Expenditure of Funds.** One hundred percent of all HHAP Block Grant funds transferred under this HHAP MOU shall be expended by June 30, 2025, unless otherwise directed in writing by the City. Any funds not expended by expiration or

earlier termination of this HHAP MOU shall be returned to the City pursuant to the terms of the HHAP Block Grant Agreement.

2. **Compliance with Applicable Laws.** All HHAP Programs funded under this HHAP MOU shall include one-time eligible uses that are consistent with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under Assembly Bill (AB) 101 (Chapter 159, Statutes of 2019) (“HHAP Statute”).
3. **Ineligible Costs.** Funds distributed under this HHAP MOU shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the HHAP Block Grant and the eligible uses identified in the HHAP Statute. No more than seven percent (7%) of HHAP Block Grant funds may be used for administrative costs related to the execution of eligible activities and no less than eight percent (8%) of HHAP Block Grant funds shall be used to establish or expand services meeting the needs of homeless youth. If the Commission uses the funds paid under this HHAP MOU to pay for ineligible activities, Commission shall be required to reimburse the funds to the City, unless such payments are at the express direction of the City.
4. **Reporting/Audits.**
 - i. By December 1, 2020, and annually on that date thereafter until all funds have been expended, the Commission shall submit an annual report to the City in a format provided by the City. No later than December 1, 2025, the Grantee shall submit a final report, in a format provided by the City, as well as a detailed explanation of all uses of the HHAP Block Grant funds. The annual report and the final report shall contain a detailed report containing the following:
 1. An ongoing tracking of the specific uses and expenditures of any HHAP Block Grant funds broken out by eligible uses listed, including the current status of those funds.
 2. The number of homeless individuals served by the HHAP Block Grant funds in that year, and a total number served in all years of the HHAP Programs, as well as the homeless populations served.
 3. The types of housing assistance provided, broken out by the number of individuals.
 - ii.
 - iii. In addition to the annual reports, the City requires the Commission to submit quarterly expenditure reports due no later than 20 days following the end of each fiscal quarter. The report shall include the ongoing tracking of the specific uses and expenditures of any HHAP Block Grant funds broken out

by eligible uses listed, including the current status of those funds, as well as any additional information the City deems appropriate or necessary.

- iv. Breakdowns will be included for each activity and program type for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations based on priorities defined by the U.S. Department of Housing and Urban Development (“HUD”).
 - 1. Chronically homeless
 - 2. Homeless veterans
 - 3. Unaccompanied homeless youth
 - 4. Homeless persons in families with children.
 - v. 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 programs it administers under this agreement for the City administrators 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 Commissions available resources to meet the request(s).
5. **Retention of Records.** The Commission agrees that City shall have the right to review, obtain, and copy all records and supporting documentation pertaining to its performance under this HHAP MOU.
6. **Nondiscrimination.** Commission and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Commission and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Commission and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,

Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this HHAP MOU by reference and made part hereof as if set forth in full. Commission and its subcontractors shall give written notice of their obligations under this clause to labor organizers with which they have a collective bargaining or other agreement.

7. **Drug Free Workplace Certification.** Commission and its subcontractors certify under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- i. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- ii. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Commission's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- iii. Provide, as required under Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this HHAP MOU:
 1. Will receive a copy of Commission's drug-free policy statement, and
 2. Will agree to abide by terms of Commission's condition of employment or subcontract.

8. **Special Conditions.** Commission and its subcontractors shall:

- i. Perform the work under this HHAP MOU in accordance with Federal, State, and Local housing and building codes, as applicable.
- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged

by Commission or any subcontractor in performing the work under this HHAP MOU or any part of it.

- iv. Agree to abide by the terms of the HHAP Block Grant Agreement and include it in each subcontract. A copy of the HHAP Block Grant Agreement is attached hereto as Attachment B and made part hereof.

- 9. **Inspections.** Commission and its subcontractors shall allow the City and/or the BCSH to inspect the work performed under this HHAP MOU to ensure the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and the HHAP MOU. Commission acknowledges that payments may be withheld by the City until any defective work is corrected.

10. **HHAP Special Terms and Conditions.**

- i. All proceeds from any interest-bearing account established by the Commission for the deposit of HHAP Block Grant funds must be used for HHAP-eligible activities for purposes specified by the City Administrator.
- ii. Any housing-related activities funded with HHAP Block Grant funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code section 8255(b).
- iii. Commission agrees to utilize Homeless Management Information System (HMIS) to track HHAP Block Grant funded projects, services, and clients served. Commission will ensure that HMIS data is collected in accordance with applicable laws and in such a way as to identify individual projects, services and clients that are supported by HHAP Block Grant funds.
- iv. Commission agrees to participate in statewide data system or warehouse created by the BCSH to collect local data from California continuums of care through the HMIS and sign any required data use agreements allowing BCSH to access Commission's HMIS data for that purpose.

F. General Provisions

- 1. **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 HHAP 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.

2. **Insurance.** City certifies that it is self-insured and will maintain the same level of insurance throughout the duration of this HHAP MOU. Commission certifies it has obtained insurance as set forth herein:

i. 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):

<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

ii. 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 Commission and City. Coverage shall remain in full force and effect during the entire term of the policy.

3. **Amendment.** Any changes to this HHAP MOU, including changes to any attachments hereto, 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 HHAP MOU, including reallocating up to twenty percent (20%) of the HHAP Grant Funds between identified HHAP Programs, which do not otherwise require City Council or Housing Authority approval.

4. **Assignability.** Neither Party shall assign any interest in this HHAP MOU and shall not transfer any interest in the same (whether by assignment or novation).

5. **Counterparts.** This HHAP 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.

6. **Entire Agreement; No Novation.** This HHAP MOU represents the entire understanding between the Parties about the subject matter of this HHAP MOU. This HHAP MOU is not a novation of and does not amend or otherwise revise any other agreement, memorandum of agreement or understanding of the Parties.

7. **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 HHAP MOU. The Parties have participated substantially in the negotiation, drafting, and revision of this HHAP MOU, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this HHAP 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 HHAP MOU. The words “include” and “including” in this HHAP MOU shall be construed to be followed by the words: “without limitation.” Each collective noun in this HHAP 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 HHAP MOU, refers to such document, as modified from time to time (excepting any modification that violates this HHAP MOU), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this HHAP 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 HHAP MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.
8. **No Other Representations or Warranties.** Except as expressly set forth in this HHAP MOU, no Party makes any representation or warranty material to this HHAP MOU to any other Party

[Remainder of page intentionally blank. Signatures appear on next page.]

**SIGNATURE PAGE
TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIEGO
AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE PROVISION OF HHAP BLOCK GRANT FUNDED PROGRAMS**

IN WITNESS WHEREOF, this HHAP 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

CITY OF SAN DIEGO,
a California municipal corporation

By: _____
Jeff Davis
Executive Vice President & Chief Operating
Officer

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP

MARA W. ELLIOTT
CITY ATTORNEY

By: _____
Charles B. Christensen
General Counsel

By: _____
Heather Ferbert
Deputy City Attorney

Attachment A: HHAP Programs

Category	Budget
Operating Subsidies and Reserves	\$15,759,910.22
<i>17th & Imperial</i>	<i>\$2,951,895.00</i>
<i>GH Shelter</i>	<i>\$4,084,768.00</i>
<i>16th & Newton</i>	<i>\$6,723,900.00</i>
<i>Additional Shelters & Services</i>	<i>\$200,000.00</i>
<i>Youth Focus - Bridge Shelters</i>	<i>\$1,799,347.22</i>
Rapid Rehousing	\$953,916.05
Outreach Coordination	\$2,376,684.05
<i>Storage</i>	<i>\$2,126,684.05</i>
<i>Outreach Coordination</i>	<i>\$250,000.00</i>
Prevention & Diversion	\$1,826,901.00
<i>PLEADS</i>	<i>\$60,000.00</i>
<i>Diversion</i>	<i>\$600,000.00</i>
<i>Safe Parking</i>	<i>\$1,166,901.00</i>
Admin.	\$1,574,428.80
Total	\$22,491,840.12

Attachment B: HHAP Block Grant Agreement

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HHAP-00099

PURCHASING AUTHORITY NUMBER (if Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

City of San Diego

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$22,491,840.12

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-6
Exhibit B	Budget Detail and Payment Provisions	7-11
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ - Exhibit D	Special Terms and Conditions	22
+ - Exhibit E*	General Terms and Conditions	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Diego

CONTRACTOR BUSINESS ADDRESS

202 C Street, MS 9A

CITY

San Diego

STATE

CA

ZIP

92101

PRINTED NAME OF PERSON SIGNING

ROBERT VACCHI

TITLE

DCOO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/28/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HHAP-00099

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramirez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

5/14/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

N
4/28/2020

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

- (a) "Agency" means the Business, Consumer Services and Housing Agency.
- (b) "Applicant" means a continuum of care, city, or county.
- (c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- (h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- (i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

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database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

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(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

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SCOPE OF WORK**

- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of San Diego
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	202 C Street, MS 9A San Diego, CA 92101
CONTRACT MANAGER	Amber Ostrander	Kimberlee Zolghadri 20-HHAP-00099
PHONE NUMBER:	916-651-7995	619-236-6213
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	kzolghadri@sandiego.gov

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All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:

- Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
- Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

Cities or continuums of care that contractually obligate less than 50 percent of program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B)).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (**100 percent**) must be expended by **June 30, 2025**. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions)

M/
4/20/2020

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required

to submit the following information for HCFC to review and approve or deny such projects:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

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7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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1. Termination and Sufficiency of Funds

A. Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

NH
4/28/2020

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of individuals.

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4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

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HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
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relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

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under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C.

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C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

- A.** Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- B.** Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- C.** Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

Handwritten signature and date:
4/28/2020

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

M
4/28/2020

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 APPROVING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO
AND THE SAN DIEGO HOUSING COMMISSION
REGARDING THE ADMINISTRATION OF HOMELESS
HOUSING, ASSISTANCE, AND PREVENTION PROGRAM
(HHAP) GRANT FUNDING.

WHEREAS, the State of California Homeless Housing, Assistance, and Prevention Program (HHAP) is a block grant program designed to provide direct assistance to localities to address the homelessness crisis throughout California; and

WHEREAS, HHAP funds are intended to provide one-time flexible block grant funds to address the City of San Diego (City)'s immediate homelessness challenges; and

WHEREAS, HHAP funds must be expended on one-time uses that address homelessness, including rental assistance and rapid rehousing programs, emergency shelter operation, outreach and coordination, prevention and diversion programs; and

WHEREAS, the City applied for \$22,491,840.12 of HHAP funds from the State of California and the City's application was approved on March 30, 2020, awarding the full amount; and

WHEREAS, on June 16, 2020, pursuant to Resolution R-_____, the Council of the City of San Diego (City Council) accepted and allocated the HHAP funds to a variety of programs to serve individuals and families experiencing homelessness in the City; and

WHEREAS, at least 50% of the HHAP funds awarded to the City must be contractually obligated by May 31, 2023, and 100% must be expended by June 30, 2025; and

WHEREAS, the City and the San Diego Housing Commission (Housing Commission) desire to enter into a new MOU for the provision of HHAP block grant funded programs (HHAP MOU), a copy of which is included in the backup materials accompanying this Resolution; and

WHEREAS, Attachment A to the HHAP MOU describes the HHAP programs the City intends to fund with the HHAP funds; and

WHEREAS, paragraphs C.1 and F.3 of the HHAP MOU allow the City and the Housing Commission to make future administrative amendments to the funding shown in Attachment A, without further approval from the Housing Authority; and

WHEREAS, on May 14, 2020 the City received from the State of California's Business, Consumer Services and Housing Agency (BCSH) signature on the HHAP block grant agreement to expend the HHAP funding and execute the MOU with the Housing Commission; NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority of the City of San Diego, as follows:

1. The HHAP MOU between the City and the Housing Commission is authorized for execution.
2. The Housing Commission President & Chief Executive Officer (President & CEO), or designee, is authorized and directed to sign the HHAP MOU, and any and all amendment(s).
3. The effectiveness of this Resolution is contingent upon passage of a City Council resolution approving the City's signature of the MOU, which is being considered by the City Council concurrently with this Resolution.
4. The President & CEO, or designee, is authorized and directed to sign all documents and take all actions necessary and appropriate to carry out and implement this Resolution, in a form approved by the Housing Commission General Counsel and without

further action of the Board of Commissioners of the Housing Commission or the Housing Authority.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Katherine A. Malcolm
Deputy General Counsel

KAM:soc
05/28/2020
Or.Dept: SDHC
Doc. No.: 2388142



The City of San Diego
Item Approvals

Item Subject: Homeless Housing, Assistance and Prevention Program (HHAP)
Memorandum of Understanding Between the San Diego Housing Commission and the City of San Diego.

Contributing Department	Approval Date
DOCKET OFFICE	05/26/2020

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	05/20/2020
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	05/26/2020
CITY ATTORNEY	MALCOLM, KATE	06/02/2020