



REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO

DATE ISSUED: March 9, 2022

REPORT NO: HAR22-005

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of April 12, 2022

SUBJECT: Approval of the Contract between the San Diego Housing Commission and
Catholic Charities Diocese of San Diego to Operate the City of San Diego
Women's Interim Housing Program

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

Approve an operating agreement with Catholic Charities Diocese of San Diego in the amount of \$339,701 which includes \$100,000 for one-time startup expenses, for a term of April 13, 2022, through June 30, 2022, with three one-year options for renewal, for the operation of the City of San Diego Women's Interim Housing Program at 825 7th Ave., San Diego, 92101.

STAFF RECOMMENDATION

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

- 1) Authorize the San Diego Housing Commission (Housing Commission) to enter into an agreement with Catholic Charities Diocese of San Diego (CCDSD) in the amount of \$339,701 for an initial term of April 13, 2022, through June 30, 2022, with three one-year options for renewal, contingent on funding being made available for that purpose through the City of San Diego's Fiscal Year 2023 budgeting process, and the continuance or extension of the Memorandum of Understanding (MOU) with City of San Diego for oversight and administration of the City's homeless shelters and services programs (current term ends June 30, 2024), to provide interim shelter and supportive services at the City of San Diego Women's Interim Shelter Program at 825 7th Ave., San Diego, 92101, for women experiencing homelessness. Funding will consist of \$339,701 in American Rescue Plan Act (ARPA)/City General Funds for the initial operating term, which includes \$11,414 for Housing Commission administration.
- 2) Authorize the Housing Commission's President & Chief Executive Officer (President & CEO), or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals, provided that a copy of the documents, signed as to form by General Counsel, are submitted to each Housing Commissioner in advance of approval for the designee to sign.

March 9, 2022

Approval of the Contract between the San Diego Housing Commission and Catholic Charities Diocese of San Diego to operate the City of San Diego Women's Interim Shelter Program

Page 2

- 3) 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 amount for the proposed agreement, if necessary, without further action by the Housing Commission Board or the Housing Authority, but only if and to the extent that funds are determined to be available for such purposes.

SUMMARY

The Housing Commission administers the contracts 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. An MOU between the City and the Housing Commission for the continued provision of Homeless Shelters and Service Programs effective July 1, 2015, with options through June 30, 2019, was approved by the Housing Commission Board of Commissioners (Report No. HCR15-035) and by the Housing Authority and City Council (Report No. HAR15-014; Resolution Nos. HA-1659 and R-309666). A third MOU between the City and the Housing Commission for the provision of Homeless Shelters and Service Programs, including the City's Interim Shelter Program, effective July 1, 2019, through June 30, 2024, (including options) was approved by the Housing Commission Board of Commissioners on June 14, 2019 (Report No. HCR19-065), and the Housing Authority on June 25, 2019 (Report No. HAR19-024; Resolution No. HA-1821).

The proposed actions referenced in this report will allow the Housing Commission to enter into an Agreement with CCDSO in amounts referenced within this report to operate the City of San Diego Women's Interim Shelter Program at 825 7th Ave., San Diego, 92101, for the initial operating term of April 13, 2022, through June 30, 2022, with three one-year options for renewal, contingent on funding availability and the continuance or extension of the MOU with City of San Diego for oversight and administration of the City's homeless shelters and services programs (current term ends June 30, 2024).

On April 19, 2021, Mayor Todd Gloria announced a proposed investment of more than \$10 million in American Rescue Plan Act (ARPA) funds to create additional crisis response initiatives and investments in shelter and longer-term housing options to address unsheltered homelessness.

The proposed City of San Diego Women's Interim Shelter Program (Program) supports the Community Action Plan on Homelessness for the City of San Diego (Action Plan), a comprehensive, 10-year plan that builds on recent progress, lays out short-term achievable goals and serves as a guide for long-term success in addressing homelessness. The Action Plan identifies shelter interventions as critical entry points to the City's Crisis Response System and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles and strategies identified in the Action Plan.

Program Overview

The Program will provide safe, low-barrier shelter for women age 18 or older experiencing unsheltered homelessness in the City of San Diego, with a specific emphasis on those with serious medical conditions; women released from the hospital who do not need or qualify for recuperative care but are in need of a safe, indoor place to recover; and women with other higher-need conditions. The Program will operate 24 hours a day, seven days a week, with a maximum capacity of 40 beds. Referrals into the Program will be facilitated through the Coordinated Intake Program, which the Housing Commission

March 9, 2022

Approval of the Contract between the San Diego Housing Commission and Catholic Charities Diocese of San Diego to operate the City of San Diego Women's Interim Shelter Program

Page 3

administers. The Program will provide wraparound services and a diverse portfolio of supportive services, utilizing practices aligned with harm reduction and trauma-informed principles, including but not limited to: case management, care coordination, peer support services, substance abuse treatment, medication-assisted treatment, mental health services and assistance with applying for public benefits.

CCDSD will provide housing-focused case management aimed at reducing the amount of time a person experiences homelessness by providing the necessary supports to exit to permanent or longer-term housing. The 40-bed facility will be at the Salvation Army, across the street from CCDSD's existing Rachel Women's Center and Rachel's Night Shelter.

The Program will utilize a housing-focused model, in which all services are focused on supporting Program Clients' access to permanent or other longer term housing as quickly as possible. The Program is intended to be a short-term solution to help clients transition to the most appropriate longer-term or permanent housing resource. The Program will also provide basic needs supports, including three meals a day, laundry facilities for the participants, showers, mail, telephone and clothing.

Operator Experience

CCDSD currently administers more than 20 programs funded by \$15 million in federal, state, local and private grants and donations. These programs are grouped into five major departments: Family, Youth, Children & Community Services, Homeless Services, Refugee & Immigrant Services, Senior Services, and Special Projects. CCDSD approaches the individuals that come to its programs as "whole" individuals and addresses multiple areas in their lives to better assist them. Over the last 37 years, CCDSD's services have grown to include shelter facilities and comprehensive supportive services for men and women experiencing homelessness.

In 1980, CCDSD recognized that the increasing presence of women experiencing homelessness among the downtown population required special attention. The initial response was House of Rachel, a transitional housing program for women in recovery experiencing homelessness. This was followed in 1984 with the opening of Rachel's Women's Center, a social-model day shelter to serve as a respite from the streets for women experiencing homelessness as downtown San Diego started undergoing redevelopment. Rachel's Women's Center currently serves an average of 80 women per day and served 835 unduplicated women in Fiscal Year 2021. Before the COVID-19 pandemic, the Center often served 120 women daily. Women who stop by the Center receive essential basic needs supports, as well as social, health and behavioral health services. CCDSD also operates Rachel's Night Shelter, a 35-bed shelter serving women experiencing homelessness. In Fiscal Year 2021, this shelter served 138 unduplicated women who received support in achieving their individual goals and support toward ending their homelessness.

CCDSD operates programs for people experiencing homelessness in San Diego and Imperial Counties. La Posada, a 100-bed shelter in Carlsbad, provides 24/7 emergency shelter for men experiencing homelessness and those employed as farmworkers. Priority access to available shelter beds is given to outreach teams operating in North San Diego County. La Posada began as a shelter for farmworkers more than 20 years ago and expanded to serve men experiencing homelessness when a new facility was built in 2012. CCDSD operates Our Lady of Guadalupe in Calexico, which has 50 beds for men experiencing homelessness, and House of Hope in El Centro shelters women and children with 20 beds

March 9, 2022

Approval of the Contract between the San Diego Housing Commission and Catholic Charities Diocese of San Diego to operate the City of San Diego Women's Interim Shelter Program

Page 4

and 4 cribs. In March 2022, CCDSD will be opening the first Homeless Day Center in El Centro. This facility will have the capacity to serve 250 individuals experiencing homelessness daily.

Program Design

Through the City of San Diego Women's Interim Shelter Program, CCDSD will provide shelter and case management, and basic needs support for up to 40 women at any given time experiencing homelessness in the City of San Diego.

Program Components:

- a. Housing First program with low barriers to entry and operations.
- b. A formal shelter intake and move-in process, in a welcoming and solutions-focused environment, to include a review of required intake documents, terms of service, and guidelines for community living.
- c. Housing-focused program that aims to resolve Program Clients' homelessness as quickly as possible. Related services include, but are not limited to:
 - i. Determining diversion opportunities;
 - ii. Self-sufficiency needs assessment;
 - iii. Development of client housing plan, including stabilization strategies and client housing goals and objectives;
 - iv. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
 - v. Assistance in locating safe and affordable permanent or other longer-term housing, including determining housing interventions and opportunities outside of the Coordinated Entry System (CES);
 - vi. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES as established by Regional Task Force on Homelessness (RTFH) community standards and policies;
 - vii. Assistance with housing applications and supportive and subsidized housing paperwork; and
 - viii. Advocacy for clients with prospective landlords.
- d. Basic shelter services, including but not limited to:
 - i. Appropriate 24-hour residential services and staffing;
 - ii. A maximum of 40 beds and other residential furnishings;
 - iii. A minimum of two meals per day in compliance with all applicable health and safety regulations;
 - iv. Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for Program Clients;
 - v. Routine operating and client supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies;

March 9, 2022

Approval of the Contract between the San Diego Housing Commission and Catholic Charities Diocese of San Diego to operate the City of San Diego Women's Interim Shelter Program

Page 5

vi. Telephone access and message services;

vii. Regularly laundered linens; and

viii. Mail services.

e. Coordination to support testing and vaccinations for communicable diseases.

Funding Summary

FUNDING SOURCE	FY 2022*	FY 2023
General Fund/ARPA	\$339,701	\$1,120,683
TOTAL	\$339,701	\$1,120,683

*Indicated amounts are pro-rated for the operating term in Fiscal Year 2022 and include startup costs.

CONTRACTOR SELECTION PROCESS

On July 15, 2021, the Housing Commission issued a Request for Qualifications (RFQ) seeking to increase the capacity of the existing shelter system within the City of San Diego, in particular to expand its ability to serve special populations such as those with substance use disorder, veterans, single women, those in need of respite care, or other sub-populations, potentially in smaller scale that supports the unique needs of these populations.

The RFQ was posted and made available for download on the PlanetBids website through both the Housing Commission's and the City of San Diego's portals. More than 2,154 notifications were sent through the PlanetBids system. 42 potential bidders downloaded the solicitation.

At the RFQ closing on August 12, 2021, qualifications were received from 4 respondents, Catholic Charities Diocese of San Diego, Interfaith Community Services, San Diego Youth Services and Veterans Village of San Diego. A source selection committee evaluated, scored and ranked the responses based on the following criteria: Respondents Profile, Capacity and Readiness, Service Delivery Model & Qualifications, and Equity & Inclusion. Respondents were determined to be qualified based on each Agency's response to the evaluation criteria outlined in the RFQ. Of the respondents deemed qualified, CCDSO provided a proposed site location and specific program for consideration. CCDSO's ability to secure and provide an available site location, along with meeting a known need for more shelter beds for specific populations such as single women, and the need for shelter beds that can support persons with higher level care needs, this project was prioritized for implementation.

AFFORDABLE HOUSING IMPACT

As San Diegans continue to live in a City-declared housing emergency "shelter crisis," the need for immediate housing assistance is critical to the well-being of community members. The shelter serves this purpose by providing interim shelter services and a pathway to housing to persons experiencing homelessness. Participants in this program represent some of San Diego's most vulnerable citizens, as 100 percent of participants are homeless, with low-to-moderate incomes.

March 9, 2022

Approval of the Contract between the San Diego Housing Commission and Catholic Charities Diocese of San Diego to operate the City of San Diego Women's Interim Shelter Program

Page 6

FISCAL CONSIDERATIONS

The City of San Diego has made available \$339,701 in City General Funds for operations in Fiscal Year 2022. Future funding for options years is contingent on the City allocating funding for this purpose.

FUNDING SOURCE	FUNDING BY USE	FY 2022	FY 2023*
General Fund	CCDSD Operating Contract	\$228,287	\$1,067,617
	Start Up Costs	\$100,000	
	SDHC Administration	\$11,414	\$53,381
TOTAL		\$339,701	\$1,120,998

**Contingent upon the City making funds available for this purpose and the continuance or extension of the current MOU between the City and the Housing Commission for oversight and administration of the City's homeless shelters and services programs (current term ends June 30, 2024)*

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

Catholic Charities is a local nonprofit organization. As a nonprofit, Catholic Charities is exempt from the requirement to submit a Workforce Report. The Housing Commission included a requirement in the RFQ for prospective firms to include a description of how they would address racial equity and inequities for the target population(s), including any local disproportionate impact of COVID-19 and homelessness by race and other protected classes. The requirement was a part of the scored evaluation criteria. Catholic Charities' programs and positions are available to all persons in need regardless of race, creed, color, ethnicity, national origin, religion, gender or sexual orientation. They report that they promote and support diversity, equity and inclusion through training and are committed to fostering and preserving a culture of equity and inclusion for staff and program participants.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

On June 25, 2019, the Housing Authority approved a Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the provision of Homeless Shelters and Services (HA-1821).

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include women experiencing homelessness and Catholic Charities as the subrecipient administering the program. The program is expected to have a positive impact on the community as it will provide shelter and services for up to 40 women experiencing unsheltered homelessness at any given time.

ENVIRONMENTAL REVIEW

These activities are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action;

March 9, 2022

Approval of the Contract between the San Diego Housing Commission and Catholic Charities Diocese of San Diego to operate the City of San Diego Women's Interim Shelter Program

Page 7

and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code. Federal funds constitute a portion of the funding for these activities. The parties agree that the provision of any federal funds as the result of this action is conditioned on the City of San Diego's final NEPA review and approval. NEPA approval was obtained from the City of San Diego on February 9, 2022.

Respectfully submitted,

Approved by,



Lisa Jones
Executive Vice President Strategic Initiatives
San Diego Housing Commission



Jeff Davis
Deputy Chief Executive Officer
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 HOMELESS SHELTERS AND SERVICES**

This Memorandum of Understanding ("MOU") between the SAN DIEGO HOUSING COMMISSION, a public agency ("SDHC") and the CITY OF SAN DIEGO, a California municipal corporation ("City"), is dated as of July 19, 2019, for reference purposes only. SDHC and City are sometimes referred to in this MOU, individually, as a "Party" and, collectively, as the "Parties." The Parties enter into this MOU with reference to the following recited facts (each, a "Recital"):

RECITALS

A. The City provides a variety of shelters and services programs to individuals and families to stabilize in permanent housing after experiencing a housing crisis or homelessness;

B. The City's five year consolidated plan for fiscal years 2020 to 2024 ("Consolidated Plan") estimates that as of the 2019 Point-in-Time count, 5,082 homeless persons were living in the City, representing 62.7% of all homeless people counted in the County of San Diego;

C. One of the seven goals identified in the City's Consolidated Plan is to assist individuals and families to gain stable housing after experiencing homelessness or a housing crisis;

D. The City submits to the United States Department of Housing and Urban Development ("HUD") an annual affordable housing fund action plan ("Annual Action Plan") that serves as the City's application to HUD for grant funds under four federal grant programs: (1) Community Development Block Grant ("CDBG"); (2) Emergency Solutions Grants ("ESG"); (3) HOME Investment Partnership Program ("HOME"); and (4) Housing Opportunities for Persons with AIDS ("HOPWA");

E. The City's Annual Action Plans outline goals and objectives defined by the City's Consolidated Plan, specify the federal entitlement grant program funds dedicated to specific programs and projects, and provide estimated project deliverables;

F. The City's Annual Action Plans have historically included homeless shelters and services programs;

G. The City has historically dedicated a portion of its annual CDBG allocation, ESG allocation, and at times, "General Fund," to the operation, management and oversight of the homeless shelters and services referenced in the Annual Action Plans;

H. In 2010, the City Council approved Resolution R-305962, effective July 8, 2010 and the Housing Authority of the City of San Diego ("Housing Authority") approved Resolution HA-1473, effective June 29, 2010, authorizing the transfer of responsibility for the operation of

the City's homeless shelters and services programs and administration of the ESG program to the SDHC;

I. In 2012, the City Council approved Resolution R-307396, effective April 24, 2012, authorizing an agreement with the SDHC for the administration of the ESG program;

J. On June 25, 2014, the City Council approved Resolution R-309057, and the Housing Authority approved Housing Authority Resolution HA-1623, approving an agreement between the City and the SDHC for the provision of homeless shelters and services ("2014 MOU");

K. The 2014 MOU will expire on June 30, 2019;

L. The City desires to continue to assign to the SDHC the responsibility of administering and monitoring the contracts for the operation of the homeless shelters and services programs as described and defined in the Annual Action Plans and City budget documents;

M. On April 23, 2019, City Council approved Resolution R-312442, authorizing the Mayor or his designee to negotiate and enter into an agreement with the SDHC for the administration and provision of homeless shelters and services to begin July 1, 2019;

N. On June 25, 2019, the Housing Authority of the City of San Diego ("Housing Authority") approved Resolution HA- [REDACTED] authorizing SDHC to enter into this MOU for the administration and provision of homeless shelters and services to begin July 1, 2019;

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

1. Applicability. This MOU does not apply to any programs which are controlled by a separate independent agreement between the Parties.

2. Term, Amendment and Termination

2.1. Term. The term of this MOU is for one (1) fiscal year beginning on July 1, 2019 and ending June 30, 2020, with four (4) additional one (1) fiscal year options to extend the term. Only one option may be exercised at a time. If all four options are exercised, the MOU will continue from July 1, 2019 to June 30, 2024. The term of the MOU, including all options to extend, will coincide with the City's Consolidated Plan for fiscal years 2020 to 2024.

2.2. Amendments to MOU. SDHC's President and Chief Executive Officer or designee, and the Mayor or designee, shall have the authority to execute amendments to this MOU, which do not otherwise require City Council or Housing Authority approval. Any amendment to this MOU shall be memorialized in a written instrument signed by the Parties.

2.3. Termination. Either the SDHC or the City may terminate this MOU for any reason by providing 45 days written notice to the other.

2.4. Status of Prior Memoranda of Understanding. This MOU supersedes and terminates the 2014 MOU between the City and SDHC related to the provision of services and shelters for homeless persons.

3. SDHC Responsibilities. The SDHC shall manage and oversee those City programs that provide shelter, services and assistance to individuals and families to stabilize in permanent housing after experiencing a housing crisis or homelessness by providing client appropriate housing and supportive services solutions, provided that sufficient funding is appropriated by the City Council annually to fund these services. The SDHC shall be responsible for the general management, administration, and oversight of the City's shelters and services for homeless individuals and families, as further defined below and in the subrecipient agreements, once executed, and the Annual Actual Plans and City budget documents:

3.1. Interim and Transitional Shelters and Related Services

3.1.1. Provision of beds and/or units, with supportive services , for individual adults and families, including Cortez Hill Family Center, Interim Shelter for Homeless Adults, and Connections Housing (PATH) Interim Bed Program;

3.1.2. Provision of interim beds and/or units for individual adults, including a certain number of beds for individuals with special needs; and

3.1.3. Provision of beds and/or units for current and future City-funded diversion programs, including Homeless Outreach Team ("HOT"), Serial Inebriate Program ("SIP") and San Diego Misdemeanor At-Risk Track ("SMART") Diversion program.

3.2. Day Facilities and Related Services

3.2.1. Provision of a centralized access point for referral and walk-in services; and

3.2.2. Provision of restroom and shower facilities.

3.3. Care and Maintenance of City Owned or Leased Facilities.

3.3.1. Provide annual metrics on facility maintenance at the end of each term of this MOU; such metrics will be agreed upon in writing by both Parties and provided to the City prior to June 30th of each fiscal year during the term of this Agreement;

3.3.2. Work with the City to identify appropriate staffing and expertise to conduct semiannual facility inspections of City owned or leased facilities and require semiannual inspections of all City owned or leased facilities in all agreements with program operators and/or subcontractors; and

3.3.3. Require program operators and/or subcontractors to perform maintenance as detailed in each provider's operating agreement with SDHC and/or lease agreement with the City and inform the City and/or facility owners of any issues and/or problems at City owned or leased facilities.

3.3.4. Nothing herein shall make the SDHC liable for care or maintenance of City Owned or Leased Facilities, unless agreed to in writing by the Parties.

3.4. Homeless Management Information System ("HMIS") Program. Input of all program data into the Homeless Management Information System ("HMIS");

3.4.1. SDHC shall ensure that all homeless data collected by the homeless programs referenced in this MOU will be entered into a single HMIS system, as operated by the Regional Task Force on the Homeless ("RTFH"), or other contracted entity, as required by the City, the SDHC, the RTFH, or HUD.

3.4.2. SDHC's subcontractors and operators of the City's homeless shelters and services programs shall be required to use a coordinated intake and assessment system.

3.5. Regional Task Force on the Homeless ("RTFH"). The SDHC shall maintain its general membership and voting privileges in the RTFH for the term of this MOU. The SDHC's participation in the RTFH shall ensure the City's efforts to address homelessness using HUD entitlement funds and other resources are aligned with the region's priorities and adhere to the RTFH Community Standards to be responsive to the most critical needs. The SDHC shall consult with the RTFH to establish standardized outcome measures for the homeless program and define best practices.

3.6. Homelessness Prevention and Rapid Rehousing Assistance Program. Provision of a Rapid Rehousing Assistance Program with ESG funds to assist homeless families and individuals in exiting homeless situations (e.g., shelters and transitional housing programs) and secure permanent housing. This program will provide pre-housing financial assistance, short or medium term rental assistance, and case management services.

3.7. Storage Centers. Provision of storage centers for homeless families and individuals to safely store their personal belongings.

3.8. Other Homeless Services and Programs. The SDHC may undertake general management and administration of additional programs for homeless persons proposed by the City, provided that sufficient funding is appropriated by the City Council to fund these programs. These programs may be intended to service the general population of individuals and families experiencing homelessness or specific subcategories, including homeless veterans, homeless youth and youth at risk of homelessness, or homeless families.

3.9. Procurement, Management and Monitoring of Contracts. Procurement, management, and monitoring of contracts with the subcontractors and operators of each of the homeless shelters and services programs, including the related review and approval of monthly expenses, and the input of program data into HMIS.

3.10. Oversight and Storage of Equipment. Unless Parties agree otherwise in writing, oversight and storage of any equipment purchased by the SDHC and/or subcontractors when the equipment is not in use.

3.11. Permitting. Unless Parties agree otherwise in writing, if permitting is required for any of the City’s shelters and services programs, the SDHC shall be responsible for processing such applications and the City will cooperate with the SDHC and/or the operator to obtain such permits. To the extent that facility modifications are required by the City during the course of permitting, the parties shall determine responsibility for those costs by a separate agreement. This section does not relate to any privately owned facilities.

3.12. Compliance with Federal, State and Municipal Regulations. The SDHC shall comply with all applicable federal, state, and municipal laws and regulations, including CDBG, ESG and Homeless Emergency Assistance and Rapid Transition to Housing (“HEARTH”), including the monitoring on a periodic basis but not less than annually of all contracts with subcontractors to ensure compliance with all applicable federal, state and municipal regulations.

3.13. Reporting and Provision of Data. The SDHC shall, in a timely manner, provide the City or HUD directly with all ESG-, CDBG-, and General Fund-related or other data related to homeless shelter and services programs. The City may use such data in order to complete Consolidated Plans, Annual Action Plans, Consolidated Annual Performance Evaluation Reports, monitoring reports, audits, and other reports and documents required by the City in relation to the homeless shelters and services described herein, or for any other purpose.

3.14. Performance Metrics and Outcomes. Documenting performance metrics and outcomes for each homeless shelter and services program, as defined in each applicable subrecipient agreement.

3.15. Regular Meetings With City Representative. Regular meetings with City Representative (defined in section 6), on a schedule to be determined by City Representative, to exchange information and provide informal reporting as to the SDHC’s activities related to this MOU.

3.16. Notification to City Representative. Provide notice to City Representative of any public meetings and events regarding the SDHC’s activities related to this MOU, within a reasonable time to allow City Representative to identify City staff to appear on its behalf.

4. City Responsibilities. The City shall provide funding, oversee, manage, and monitor the SDHC’s administration of the shelter and services programs described in section 3 of this MOU.

4.1. Subrecipient Agreements. The City shall draft one or more annual “Subrecipient Agreement” between the City and the SDHC to define the scope of services and annual budgets based upon each of the CDBG, ESG and General Fund funding sources;

4.2. City Council Approval. Subrecipient Agreements are subject to annual City Council approval through either the Annual Action Plan approval process (ESG and CDBG funds) or the annual City budget approval process (General Funds). The City and SDHC shall execute Subrecipient Agreements on an annual basis, on or about July 1 of each year, to detail the dollar amounts available from the sources of funds described in section 5 of this MOU and the specific scopes of services to be provided by the SDHC, and agreed upon by the City, based on the funds available each fiscal year. The Subrecipient Agreements will outline the terms and conditions associated with the SDHC’s use of federal funds on behalf of the City.

4.3. Unforeseen Maintenance Costs for City Owned or Leased Facilities. The City is responsible for determining how unforeseen maintenance costs for City owned or leased facilities will be funded and shall endeavor to provide additional funding for those costs.

5. Sources of Funds.

5.1. Maintenance of Funds. The SDHC shall ensure compliance with CDBG, ESG and other applicable federal, state and municipal regulations and requirements with regard to the administration and utilization of funds allocated to the homeless shelters and services programs and shall ensure the administration, management and monitoring of all subcontractors associated with the homeless shelters and services programs described in this MOU.

5.1.1. For each fiscal year this MOU is in place, the City will endeavor to make funds available at a level no less than that of the previous fiscal year. If such level of funding is not made available or if program elements are changed, however, the SDHC's responsibilities under this MOU will be changed accordingly as mutually agreed to by the parties in writing. In no event shall the SDHC be required to provide the services referenced within this MOU without the appropriation of sufficient funding by the City, as approved by the SDHC, in its reasonable discretion. Sufficiency of funding for specific levels of service will be established by the Subrecipient Agreements.

5.2. ESG Funds. To the extent that HUD ESG funds are made available to the City each year by HUD, the City will dedicate 100% of ESG funds received to the homeless shelters and services discussed herein. The specific dollar amount of the funds to be provided to the SDHC will be determined subject to the annual approval process as described in section 4 of this MOU. As required by the ESG Program 24 CFR §576.100(b)(1), a maximum of 60% of ESG funds may be expended for street outreach and emergency shelter programs.

5.3. CDBG Funds. To the extent that CDBG funds are made available to the City by HUD each year, the City shall set aside a portion of the Public Services funds for the City's homeless programs, which funding shall be contingent upon and at the discretion of the City Council each fiscal year, in compliance with City Council Policy 700-02.

5.4. General Funds. At its sole discretion, the City may dedicate and expend revenue from the General Fund appropriated by the City Council for the purposes set forth herein, contingent upon the City's Chief Financial Officer certifying availability of such funds.

5.5. SDHC's Contribution. The SDHC's financial contribution from sources other than the federal entitlement programs and City General Funds mentioned herein for the programs and services covered by this MOU shall be subject to the Housing Authority's annual approval of a SDHC budget to allocate and appropriate such funds. Once the annual contribution is approved, the SDHC shall provide the City with a description of the homeless shelters or services to receive the SDHC's contribution, the designated purpose of the funds, and the total amounts to be contributed.

5.6. Reimbursement of Funds. Funding made available to the SDHC by the City is subject to the City's HUD Grant Programs reimbursement process.

5.6.1. Prior to July 1 of each year, the City will provide the SDHC with an operating manual which will contain, at a minimum, a detailed description of the documentation required from the SDHC and its subcontractors for the reimbursement of funds provided through the City;

5.6.2. The SDHC shall submit monthly invoices and documentation for eligible reimbursement expenses no later than 30 days after the completion of the prior month's payment period (e.g., requests for reimbursement for expenses incurred in July shall be submitted to the City by August 30th);

5.6.3. The City agrees that reimbursement requests from the SDHC will be paid within thirty (30) days of receipt, provided that the required documentation is included with the reimbursement request and all expenditures are eligible based on their respective Subrecipient Agreement Scope of Services and budgets. The parties acknowledge that applicable Subrecipient Agreements may establish additional procedures regarding reimbursement.

5.6.4. The City may transfer funds allocated to the SDHC before the actual cash disbursement for an activity has been made by the SDHC. In such an event, the SDHC must disburse the cash advance as expenses are incurred. Documentation of the eligible expenses shall be provided as defined in this section 5.6. The SDHC must return any excess advance funds to the City within forty-five (45) calendar days of the end of the fiscal year when it is determined that the cash advance resulted in more funds being transferred by the City than what was required by the SDHC disbursement needs.

6. City Representative. The person identified in **Exhibit "A"** attached to this MOU as City's Notice recipient is the City's representative for all purposes of this MOU ("City Representative"). The City Representative shall communicate with SDHC on all matters related to the administration of this MOU and SDHC's performance of its obligations under this MOU. When this MOU refers to communications to or with City, those communications shall be with the City Representative, unless this MOU or the City Representative specifies otherwise. When this MOU refers to an act or approval to be performed by City, that act or approval shall be performed by the City Representative, unless this MOU specifies otherwise. The City may change the identity of the City Representative at any time by Notice to SDHC at least ten (10) days in advance of the effective date of such change.

7. SDHC Representative. The person identified in **"Exhibit A"** attached to this MOU as SDHC's Notice recipient is SDHC's representative for all purposes of this MOU ("SDHC Representative"). The SDHC Representative shall communicate with City on all matters related to this MOU. When this MOU refers to any act or approval to be performed by SDHC, that act or approval shall be performed by the SDHC Representative. SDHC may change the identity of the SDHC Representative at any time by Notice to City at least ten (10) days in advance of the effective date of such change.

8. Indemnification. To the fullest extent permitted by law, City and SDHC agree to indemnify, protect, and hold harmless one another, and their elected officials, officers, agents, representatives, employees, departments, and subcontractors from and against any and all claims, demands, actions, proceedings, liabilities, damages, costs (including reasonable attorneys' fees),

or expenses for, including damage to property, the loss of use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this MOU by City or SDHC, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and SDHC's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the other, or the other's elected officials, officers, agents, representatives, departments, subcontractors and employees.

9. Insurance. SDHC shall procure and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by SDHC, its agents, representatives, employees or subcontractors, as further described in the Subrecipient Agreement(s).

10. Notice. Unless otherwise specified, in all cases where Notice is required under this MOU, Notice shall be in writing and transmitted to the address of City or SDHC, as applicable, as designated in **Exhibit A**, by one or more of the following methods: (a) electronic mail; (b) messenger for immediate personal delivery; (c) a nationally recognized one Business Day delivery service (i.e., Federal Express, United Parcel Service, etc.); or (d) registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice, in accordance with this section 10. Notice shall be deemed received by the addressee on the date sent by electronic mail, if sent before 3:00 p.m. Pacific Time, the date the Notice is delivered by personal delivery, on the date the Notice is delivered (or the date of the second attempted delivery, as set forth in a written statement of the delivery service) by a nationally recognized overnight delivery service, or three (3) calendar days after the Notice is deposited with the United States Postal Service as provided in this section 10. Rejection, other refusal to accept or the inability to deliver a Notice because of a changed address of which no Notice was given, shall be deemed receipt of the Notice. City or SDHC may change its Notice address by Notice delivered in accordance with this section 10.

11. Miscellaneous Provisions.

11.1. Governing Law. The terms and conditions of this MOU shall be construed and interpreted in accordance with the laws of the State of California.

11.2. Jurisdiction and Venue. The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State of California court within the City of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this MOU.

11.3. Integration and Amendment. This MOU and the exhibits attached to this MOU fully express all understandings of the Parties concerning the matters covered in this MOU. All prior negotiations and agreements between the Parties regarding the subject matter of this MOU are merged into this MOU. No change, alteration, amendment, or modification of the terms or conditions of this MOU, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid, unless made in the form of a written amendment to this MOU signed by both Parties. The Parties agree to enter into any and all amendments to this MOU that are

necessary to comply with any and all new or modified federal or State of California laws applicable to this MOU.

11.4. No Waiver. No failure of either City or SDHC to insist upon the strict performance by the other of any term, covenant, or condition of this MOU, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this MOU, shall constitute a waiver of any such breach or the requirement to comply with such term, covenant, or condition. No waiver of any breach shall affect or alter this MOU, and each and every term, covenant, and condition in this MOU shall continue in full force and effect regarding any existing or subsequent breach.

11.5. Successors in Interest. This MOU and all rights, obligations, or duties under this MOU, shall be in full force and effect, whether or not any Party to this MOU has been succeeded by another entity, and all rights, obligations, or duties under this MOU shall be vested and binding on any Party's successor in interest, subject to the limitations in this MOU on assignment of this MOU.

11.6. No Assignment. Neither Party may assign any rights or obligations under this MOU without the prior written consent of the other Party.

11.7. Severability. The unenforceability, invalidity, or illegality of any provision of this MOU shall not render any other provision of this MOU unenforceable, invalid, or illegal.

11.8. Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this MOU and any exhibit, the main body of this MOU shall control. If a conflict exists between an applicable law, rule, regulation, order, or code and this MOU, then the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this MOU, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other in writing immediately upon the identification of any apparent conflict or inconsistency concerning this MOU.

11.9. 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 MOU. The Parties have both participated substantially in the negotiation, drafting, and revision of this MOU, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this 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 MOU. The words "include" and "including" in this MOU shall be construed to be followed by the words: "without limitation." Each collective noun in this 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 MOU, refers to such document, as modified from time to time (excepting any modification that violates this MOU), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this MOU includes the word "and," except where the context requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

11.10. Counterparts. This MOU may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had signed the same MOU.

11.11. Headings. All headings in this MOU are for convenience of reference only and shall not affect the interpretation of this MOU.

11.12. Exhibits Incorporated. All exhibits referenced in or attached to this MOU are incorporated into this MOU.

11.13. Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this MOU, and all continuing obligations set forth in this MOU, shall survive expiration or earlier termination of this MOU.

11.14. Incorporation of Recitals. The Recitals preceding this MOU are true and correct and are incorporated into and made a part of this MOU.

11.15. Time of Essence. Time is of the essence of each provision of this MOU, unless otherwise specified in this MOU.


11.16. Further Assurances. City and SDHC agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this MOU.

[Remainder of page intentionally blank. Signatures appear on the immediately following page.]

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

SAND DIEGO HOUSING COMMISSION,
a public agency

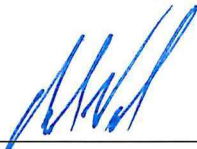
CITY OF SAN DIEGO,
a California municipal corporation

By: 

Print Name: Jeff Davis

Title: Exec VP & Chief of Staff

Date: 7-18-19

By: 

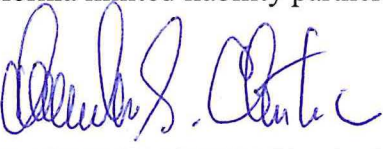
Print Name: ROBERT VACCHI

Title: DCOO

Date: 7/19/19

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP
A California limited liability partnership

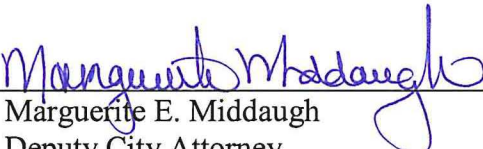
By: 

Charles B. Christensen
General Counsel

Date: 7/2/19

APPROVED AS TO FORM:

MARA W. ELLIOTT
City Attorney

By: 

Marguerite E. Middaugh
Deputy City Attorney

Date: 7/19/2019

EXHIBIT A

Notice Addresses

City:

City of San Diego
Keely Halsey
Chief of Homelessness Strategies & Housing Liaison
Office of the Chief Operating Officer | Neighborhood Services Division
202 C Street, MS 9A
San Diego, CA 92101

SDHC:

San Diego Housing Commission
Lisa Jones, Senior Vice President
Homeless Housing Innovations Division
1122 Broadway, Ste. 300
San Diego, CA 92101

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR CITY OF SAN DIEGO WOMEN'S INTERIM SHELTER
PROGRAM

WITH
CATHOLIC CHARITIES DIOCESE OF SAN DIEGO

CONTRACT NO. HHI-22-58

THIS AGREEMENT, entered into this _____ day of _____ 2022,

between the Commission:

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

and the Contractor:

CATHOLIC CHARITIES DIOCESE OF SAN DIEGO
3888 Paducah Drive
San Diego, CA 92117
(619) 323-2841

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate the City of San Diego Women's Interim Shelter Program (the "Program") 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

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective April 13, 2022 through June 30, 2022.

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for three additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 244. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego ("Housing Authority").

Only one option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is dependent upon the availability of funds and budget approval by the Housing Authority. The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 244 herein.

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 THREE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$328,287.00). 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 249 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 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, 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 City of San Diego Women's Interim Shelter Program with Catholic Charities Diocese of San Diego (Contract No. HHI-22-58):

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

CONTRACTOR:

CATHOLIC CHARITIES DIOCESE OF SAN DIEGO

By: _____ Date: _____
Appaswamy "Vino" Pajanor
Chief Executive Officer

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____ Date: _____
Jeff Davis
Deputy Chief Executive Officer

By: _____ Date: _____
Lisa Jones
Executive Vice President, Strategic Initiatives

By: _____ Date: _____
Debra Fischle-Faulk
Senior Vice President, Compliance and Equity Assurance

Approved as to Form:

Christensen & Spath LLP

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

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Contractor and Designated Representative.

(a) Contractor acknowledges that Contractor is an independent Contractor, and not agents or employees of the Commission, the Housing Authority, or the City of San Diego. Any provision of this Agreement that may appear to give the Commission a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of the Commission concerning the end results of the performance.

(b) Contractor shall have no authority to bind the Commission, in any manner, or to incur any obligation, debt or liability of any kind, on behalf of or against the Commission, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the Commission.

(c) Because this Agreement is entered into by the Commission in reliance upon Contractor's qualifications, experience, and personnel identified, Contractor shall not assign or subcontract any of its rights, obligations, and/or duties under this Agreement, without first obtaining the written consent of the Commission. Any putative assignment of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative assignee, and any such assignment shall be ineffective, null and void. Any assignment in violation of this Section is grounds for immediate termination of this Agreement, at the sole discretion of the Commission.

(d) Contractor shall identify a designated representative for the purposes of this Agreement. In the event Contractor changes its designated representative for the purposes of this Agreement, Contractor shall notify the Commission of the new designated representative within ten (10) calendar days of the date of such change.

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 of Confidential Information

(a) 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. 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.

(b) Section 203(a) above does not apply to information that:

- (i) was publicly known, or otherwise known to Contractor, at the time the information was provided to Contractor by the Commission;
- (ii) subsequently becomes publicly known, through no act or omission of Contractor;
- (iii) becomes known to Contractor from a source or means other than the Commission;
- (iv) is considered a “public record,” pursuant to the California Public Records Act (California Government Code sections 6250 – 6276.48); or
- (v) is required to be disclosed pursuant to law or a court order.

204. 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.

205. Project Records

(a) Generally. Contractor shall maintain all Project Records during the term of this Agreement, including those required by the Federal regulations specified in 24. C.F.R. 570.506 and those required by the City of San Diego’s most current operating manual (Operating Manual) that are pertinent to the activities to be funded under this Agreement. Project Records include all

administrative and/or financial records required in connection with the Agreement that are prepared and/or gathered by Contractor, including but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product and any other documents, data, and/or records pertaining to all matters covered in this Agreement, or required by the Operating Manual.

(b) Accounting Records. Contractor shall maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Contractor shall also comply with 24 C.F.R. part 200 regarding accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.

(c) Inspection and Photocopying. At any time during normal business hours and as often as requested, Contractor shall permit, the Commission, the City of San Diego, HUD, the Comptroller General of the United States (Comptroller General), or any of their duly authorized representatives, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Contractor), all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and/or evaluating Contractor's performance of its obligations and/or duties under this Agreement. The Commission, City of San Diego, HUD, or Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the Commission, City of San Diego, HUD, or Comptroller General in its sole discretion. The Commission will keep all copies of Project Records in the strictest confidence required by law. If Contractor is unable to make any Project Records available for inspection within the County of San Diego, then Contractor shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Contractor to fully comply with the provisions of this section shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

(d) Duplicates of Records. Upon any request by the Commission, the City of San Diego, HUD, Comptroller General, or any of their duly authorized representatives, for Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the requesting party for the purposes described in Section 205(c) above.

(e) Storage Period. Except where long retention periods are required pursuant to 24 CFR 576.500(y), Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission and Contractor make all final payments, or until all pending matters (including audit findings) have been resolved, whichever is longest. All Project Records shall be kept at the Contractor's regular place of business. At any time during the storage period, Contractor shall permit Commission, the City of San Diego, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all Project Records for the purposes described in Section 205(c) above. After the storage period had expired, Contractor shall provide the Commission with thirty (30) calendar days written notice of its intent to dispose of any

Project Records. During this time period, the Contractor shall provide any and all Project Records to the Commission upon the request of the Commission.

206. HUD Program Specific Audit Requirements

2 CFR Part 200, as applicable, requires that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed, or insured loan balances totaling \$750,000.00 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

207. Contractor's Liability

Contractor shall defend, indemnify, protect, and hold harmless the Commission, the San Diego Housing Authority, the City of San Diego, and their elected officials, appointed officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including, but not limited to, injury to either of their officers, employees, invitees, guests, and agents, which arise from, or are connected with, or are caused, or claimed to be caused, by this Agreement, or by the acts or omissions of the other party hereto or any of their elected officials, appointed officials, officers, employees, representatives, and agents in performing the work or services required or authorized herein, and all expenses of investigating and defending against same, including, without limitation, attorneys' fees and costs. However, any party's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the other party or its elected officials, appointed officials, elected officials, departments, officers, employees, representatives, and/or agents. Any defense of any person referenced in this Section shall be at the indemnifying party's sole cost and expense and by counsel selected by the indemnifying party, subject to the reasonable approval of the indemnified person, which counsel may, without limiting the rights of any of the indemnified person pursuant to the next succeeding sentence of this Section, also represent the indemnifying party in such investigation, action or proceeding. If any indemnified person determines reasonably and in good faith that its defense by the indemnifying party is reasonably likely to cause a conflict of interest or is being conducted in a manner which is prejudicial to such persons interests, such indemnified person may elect to conduct its own defense through counsel of its own choosing, subject to the reasonable approval of the indemnifying party, and at the expense of the indemnifying party.

208. Insurance

(a) Insurance Companies. All insurance required in this Agreement shall be carried only by insurers that have been rated "A-, VI," or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the Commission. The Commission will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on

the List of Eligible Surplus Lines Insurers.

(b) Commercial General Liability Insurance

- (i) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.
- 2) The policy shall expressly provide that:
 - (i) all defense costs shall be outside the limits of the policy; and
 - (ii) the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the insurer to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that:
 - (i) the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds; and
 - (ii) the policy is primary and non-contributory to any insurance that may be carried by the Commission.
- 4) There shall be no endorsement or modification of the policy limiting the scope of coverage for insured versus insured claims, or for contractual liability.

(c) Commercial Automobile Liability Insurance.

- 1) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial Automobile Liability Insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used for purposes of this Agreement, written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").

- 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds.

(d) Workers' Compensation Insurance

- 1) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Workers' Compensation Insurance for Contractor's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.
- 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against the City of San Diego, the San Diego Housing Commission, the Housing Authority of the City of San Diego and their elected and appointed officials, officers, agents, employees, and representatives.

(e) Certificates. Prior to the effective date of this Agreement, Commission and Contractor shall provide to the City, the San Diego Housing Commission and the Housing Authority of the City of San Diego insurance certificates evidencing the insurance required in Sections 210(b), 210(c), and 210(d) above.

(f) Endorsements. Prior to the effective date of this Agreement, Commission and Contractor, shall provide to the City, the San Diego Housing Commission and the Housing Authority of the City of San Diego, the endorsements required under Sections 210(b)(iii), 210(b)(iii), and 210(c)(iii) above. Contractor shall ensure that all such endorsements are in full force and effect throughout the term of this Agreement.

(g) City and Commission's Right to Request and Review Contractor's Insurance Policies. The City and the Commission, reserve their rights to request, and Contractor shall immediately submit to the City and the Commission, upon the City's and Commission's request, copies of any policy required in Sections 210(b), 210(c), and 210(d) above, and its right to review, at any time, Contractor's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are sufficient, given the level of risk associated with the services described in the Agreement. If the City and/or the Commission determines that any such insurance coverage,

limits, deductibles, and/or self-insured retentions is insufficient, the City and Commission shall amend this Agreement to increase such insurance coverage, limits, deductibles, and/or self-insured retentions to a sufficient level, as determined by the City and Commission, and Contractor shall comply with any such amendment.

(h) Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions on any policy shall be the responsibility of Contractor.

(i) Contractor's Liability Not Limited to Insurance Coverage. Contractor's liability, including, but not limited to, Contractor's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.

(j) Modifications Affecting Commission's Exposure to Loss. Contractor shall not modify any policy (or endorsement thereto), which increases the Commission's exposure to loss for the duration of this Agreement.

(k) Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

(l) Expiration of Policies. Upon the expiration date of each insurance policy required in Sections 210(b), 210(c), and 210(d) above, Contractor shall provide to Commission an insurance certificate showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide to the Commission all required endorsements for the new or extended policies within 15 calendar days of the expiration date of each expiring insurance policy.

(m) Requirement to Maintain Insurance. Any failure by Contractor to maintain the insurance required by this Agreement throughout the term of this Agreement shall constitute a material breach of this Agreement and shall be grounds for immediate termination.

209. Compliance with Laws and Policies

Contractor shall comply with all applicable laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements, and policies of the federal, state, and local governments, as they pertain to this Agreement. In addition, Contractor shall immediately comply with all directives issued by the City of San Diego, or its duly authorized representatives, under authority of any law, statute, rule, regulation, order, ordinance, resolution, permit, requirement, or policy of the federal, state, or local governments. Failure by the Contractor to accept or comply with rules, regulations, and procedures which affect the terms of this Agreement, shall be deemed a material breach of this Agreement and shall be grounds for immediate termination by Commission.

210. Conflict of Interest

(a) Contractor shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, each of the following:

- 1) the conflict of interest provisions in 24 CFR 576.404, 24 CFR 570.611, 2 CFR 200.112 and 2 CFR 200.318; and
- 2) California Government Code sections 1090 et. seq., and 81000 et. seq.

(b) The parties are unaware of any financial or economic interest of any public officer or employee of the Commission or Contractor relating to this Agreement. If the Commission or Contractor becomes aware at any time during the Term of this Agreement of any financial or economic interest, the Contractor or Commission, as applicable, shall immediately disclose in writing such interest to the other party. If such a financial and/or economic interest is determined to exist, the Contractor or Commission may immediately terminate this Agreement by giving written notice thereof.

(c) If, in performing its obligations and duties set forth in this Agreement, Contractor makes, or participates in, a “government decision,” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the Commission that would otherwise be performed by a City of San Diego employee holding a position specified in the City of San Diego’s conflict of interest regulations, Contractor shall be subject to the City of San Diego’s conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing Contractor’s relevant financial interests.

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.

- 1) Statements of economic interest shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk for the City of San Diego. Contractor shall file a Form 700 (Assuming Office Statement) within thirty (30) calendar days of the Commission’s determination that Contractor is subject to the City of San Diego’s conflict of interest regulations. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Contractor was subject to the City of San Diego’s conflict of interest regulations.
- 2) If the Commission requires Contractor to file a statement of economic interests as a result of the obligations and duties performed, Contractor shall be considered a “City Official,” subject to the provisions of the City of San Diego’s Ethics Ordinance, including the prohibition against lobbying the City of San Diego for one year following the of this Agreement.

(d) Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly

those with whom they have family, business, and/or other relationships.

(e) Contractor's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any subcontractor or potential subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations or policies.

(f) If Contractor violates any conflict of interest law, or the provisions of this section, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies available under the law. Further, any such violation shall subject Contractor to liability to the Commission for attorney's fees and all damages sustained as a result of the violation.

211. Equal Opportunity/Diversity and Inclusion Programs

(a) Contractor shall comply with the City of San Diego's Equal Employment Opportunity (EEO) Outreach Program, codified in San Diego Municipal Code sections 22.2701-22.2707. Contractor is individually responsible for abiding by its contents.

(b) Contractor shall comply with Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 CFR chapter 60), the California Fair Employment Practices Act, and any other applicable federal and state laws and/or regulations hereinafter enacted.

(c) Contractor shall not discriminate on the basis of race, color, gender, religion, national origin, sexual orientation, age, familial status, or disability, in performing any obligation or duty in connection with this Agreement, including, but not limited to, the provision of services, privileges, facilities, advantages, and accommodations.

(d) Contractor shall provide equal opportunity in all employment practices.

(e) Contractor shall submit to Commission, a current Work Force Report, and if requested by the Equal Opportunity Contracting (EOC) staff, an Equal Employment Opportunity Plan, as required by San Diego Municipal Code section 22.2705.

(f) Contractor understands that compliance with EEO provisions shall be monitored and reviewed by Commission or City of San Diego EOC staff.

(g) Contractor acknowledges that its failure to comply with the above requirements, or its submittal of false information in response to these requirements, fully authorizes the Commission to take any of the following actions: the withholding of reimbursement payments until Contractor complies with the above; immediate termination of this Agreement; debarment; and/or other sanctions, including suspension from participating in future Commission or City of San Diego contracts (as prime or subcontractor) for a period of not less than one year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three years.

Failure to satisfy penalties imposed pursuant to this section shall prohibit Contractor from participating in future Commission or City of San Diego contracts until all penalties have been satisfied.

(h) The Commission also expects all of its contractors and subcontractors to have policies and procedures to promote diversity. Suppliers are expected to have policies or procedures that explicitly ban disrespectful behavior, discrimination, bullying, or harassment based on the protected characteristics as set forth in section (c).

(i) Nothing in this section shall be interpreted to hold Contractor liable for any discriminatory practice of its subcontractors.

212. Non-Discrimination in Contracting

(a) Contractor shall comply with the Nondiscrimination in Contracting Ordinance, codified in San Diego Municipal Code sections 22.3501 – 22.3517.

(b) Contractor shall not discriminate as it relates to this Agreement, on the basis of race, color, gender, religion, national origin, ethnicity, sexual orientation, age, familial status, or disability, in the solicitation, selection, hiring, or treatment of its employees, any applicants for employment, any subcontractors, vendors, or suppliers.

(c) Within sixty (60) calendar days of a request by the Commission, Contractor shall provide the Commission a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor shall ensure its full cooperation in any investigation conducted by the Commission, pursuant the Nondiscrimination in Contracting Ordinance, referenced above.

(d) Violation of any provision by Contractor shall be considered a material breach of their agreement with Commission, and may result in remedies being ordered against Contractor up to, and including, immediate termination of their agreement, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance.

213. Local Business and Employment

Contractor acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms on all City of San Diego contracts. Contractor shall to the extent reasonably possible, solicit applications for employment, as well as bids and proposals for subcontracts for work associated with this Agreement, from local residents and firms, as opportunities occur. Contractor shall hire qualified local residents and firms, whenever feasible.

214. Intentionally Omitted

215. Americans With Disabilities Act

Contractor shall comply with City Council Policy 100 04, as adopted by City Council Resolution R-282153, relating to the federally mandated Americans with Disabilities Act (ADA), as incorporated into this Agreement by this reference. Contractor shall be individually responsible for their own ADA program.

216. 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.

217. 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.

218. Drug-free Workplace

Contractor shall comply with the Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Agreement by this reference. 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 218(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

(d) Contractor shall be individually responsible for its own drug free workplace program.

219. Lobbying Provisions

(a) Contractor shall not use any of the funds, personnel, or materials received in connection with this Agreement, to influence, or attempt to influence, any governmental decision or election in any manner, whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of federal, state, or local government. The term, "influence or attempt to influence," shall mean the making, with the intent to influence, any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election.

(b) Contractor acknowledges that funds received under this Agreement have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 USC 1352 and 24 CFR 87.

(c) Contractor shall complete and sign a certification form in accordance with the Byrd Anti-Lobbying Amendment (31 USC 1352), certifying Contractor's knowledge of, and promise to comply with, each of the provisions set forth herein. This certification shall be a condition precedent to this Agreement and shall be submitted to Commission prior to the date of execution of this Agreement.

(d) Contractor shall disclose to the Commission any funds from any other source which have been paid by Contractor (or its principals or agents), within the last year, to influence or attempt to influence decisions from the federal government, by completing, signing, and submitting to the Commission, Form LLL, "Disclosure of Lobbying Activities," found at 24 CFR 87, Appendix B.

(e) Contractor understands that the duty to disclose lobbying activities is a continuing requirement, and therefore, shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

220. Product Endorsement

Contractor shall comply with the provisions of City Administrative Regulation 95.65 regarding product endorsements. Contractor shall not create any advertisement or writing that identifies or refers to the City of San Diego, or the Commission, as the user of a product or service, without obtaining prior written permission from the Commission.

221. Storm Water Pollution Prevention

Contractor shall comply with the City of San Diego's Storm Water Management and Discharge Control Ordinance, codified in the San Diego Municipal Code sections 43.0301 et seq., in performing its obligations and/or duties under this Agreement.

222. Recognition of Funding Source

Contractor ensures recognition of the role of the federal ESG and/or CDBG Program in funding Contractor's services under this Agreement. All activities performed, facilities and items utilized, and publications prepared, in connection with this Agreement, shall be prominently labeled to reference the use of ESG and/or CDBG Funds from HUD as a funding source. The reference shall be worded as follows: "This project is funded in whole or in part with Emergency Solutions Grant (ESG) and/or Community Development Block Grant (CDBG) Program funds provided by the U.S. Department of Housing and Urban Development (HUD) to the City of San Diego."

223. Operating Manual

Contractor acknowledges compliance with the Operating Manual for the City of San Diego, including but not limited to, those provisions related to fiscal accountability, eligible and ineligible project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. Any desired changes by Contractor to the procedures set forth in the Operating Manual must be requested by Contractor, in writing and approved by the Commission, in writing, before such changes may be implemented.

224. Playing By The Rules Handbook

By executing this Agreement, Contractor acknowledges that it has received, read, and understood all the contents of the Playing by the Rules Handbook and shall fully comply with all of the administrative recommendations set forth herein. The Playing by the Rules Handbook is the handbook dated March 2005, provided by HUD, setting forth the administrative recommendations that apply to the use of federal funds for the delivery of ESG and/or CDBG programs and activities.

225. Equal Benefits Ordinance

(a) In accordance with the Equal Benefits Ordinance (EBO), Contractor shall provide and maintain equal benefits as defined in SDMC 22.4302 for the duration of the Agreement (SDMC 22.4304(f)). Prior to the execution of this Agreement, Contractor shall complete the EBO Certification of Compliance and provide it to Commission. Failure to maintain equal benefits consistent with the EBO is a material breach of the Agreement (SDMC 22.4304(e)).

(b) Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the San Diego Housing Commission,

this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

(c) Contractor shall immediately give the Commission access to documents and records sufficient for the Commission to verify that Contractor is providing equal benefits and otherwise complying with EBO requirements.

(d) The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

226. Uniform Administrative Requirements

Contractor shall comply with all applicable uniform administrative requirements set forth in 24 CFR 570.502 and 24 CFR 576.407, including, but not limited to, federal ESG and/or CDBG financial and contractual procedures and federal ESG financial and contractual procedures, as well as 2 CFR 200 subparts B through D. These federal documents are on file at the City of San Diego’s Economic Development Department, located at 1200 Third Avenue, Suite 1400, San Diego, CA, 92101.

227. Other Program Requirements

Contractor shall comply with all federal laws and regulations described in 24 CFR 570 subpart K (Sections 570.600 through 570.614) and 24 CFR 576 subpart E (Sections 576.400 through 576.408), except that:

- (a) Contractor does not assume the environmental responsibilities described in 24 CFR 570.604 or 24 CFR 576.407; and
- (b) Contractor does not assume the responsibility for initiating the review process described in 24 CFR part 52.

228. Davis-Bacon Act

Contractor agrees that in performing its obligations and duties under this Agreement, Contractor shall solely perform those services described in the Scope of Services and shall not perform any construction work, alteration, demolition, repair, or maintenance work or otherwise enter into a Federally Assisted Construction Contract, as defined in 41 CFR part 60-1.3. Therefore the Agreement is exempt from the Davis-Bacon Act.

229. Contract Work Hours and Safety Standards Act

Contractor shall comply with 40 USC 3702 and the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5)- for construction contracts in excess of \$2000, and other contracts that involve the employment of mechanics or laborers in excess of \$2500.

230. Energy Policy and Conservation Act

Contractor shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in California's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

231. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) – for contracts in excess of \$150,000.

232. Copeland “Anti-Kickback” Act

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3)- for contracts involving construction or repair.

233. Religious Activities

Contractor shall comply with all applicable HUD requirements governing the use of CDBG Funds and ESG Funds by religious organizations, including those set forth in 24 CFR 570.200(j), as well as Executive Order 11245 (as amended by Executive Order 13279).

234. Section 3 Contract Clauses

The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.

235. Fair Housing Act

Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) , as amended, which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and

people securing custody of children under the age of 18), and disability. In addition, Contractor shall comply with the regulations issued following Title VI of the 1964 Civil Rights Act (as amended by Executive Orders 11246, 11375, and 12086) and section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.

(a) Contractor shall post in a prominent place at the program site the Equal Housing Opportunity Logo which may be obtained through the HUD Programs Administration Office.

(b) Contractor shall post in a prominent place at the program site any other Fair Housing materials provided by the Commission upon execution and/or throughout the term of this Agreement.

236. Section 504

Contractor shall comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The Commission shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations applicable during the term of this Agreement.

237. Lead-Based Paint

Contractor shall comply with 24 CFR 570.608 and 24 CFR 576.403 regarding the requirement to comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Hazard Reduction Act of 1992 (42 USC 4851-4856), and implementing regulations at part 35 subparts A, B, H, J, K, M, and R of this part.

238. Resource Conservation and Recovery Act

Contractor shall comply with Section 6002 of the Solid Waste Disposal act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

239. 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.

240. 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.

241. Subcontracting/Diversity & Inclusion

(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: (1) including such firms, when qualified, on solicitation mailing lists; (2) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (3) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (4) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (5) 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.

(e) Diversity and Inclusion. The Commission strongly supports diversity and inclusion in its contracting practices. As such, the Commission requires its contractors to take positive steps to ensure that diverse businesses as outlined in Section (d) (i) through (iv) including Disadvantaged Business Enterprises (DBE), Service Disabled Veteran Owned Small Businesses (SDVOSB), and Disabled Veteran Business Enterprises (DVBE) have equal opportunities to participate in subcontracting opportunities.

242. 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.

243. Changes or Amendments

Contractor acknowledges and agrees to fully perform the entire Scope of Services. In the event that Contractor is unable to perform any portion of the Scope of Services, Contractor agrees to immediately inform the Commission in writing of such inability to perform. Within thirty (30) calendar days of failing to perform any required portion of the Scope of Services, the Contractor shall provide the Commission with a proposal regarding how the Contractor intends to address this inability to perform. Contractor agrees that the Commission retains full and complete discretion regarding any request to amend any portion of the Scope of Services under the Agreement. Should circumstances require and the parties agree that any of the terms or conditions of this Agreement be changed or amended, such changes or amendments shall only be accomplished by a written amendment or writing signed by the authorized representatives of the Commission and Contractor.

244. 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 pro rata 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.

245. 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.

246. 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.

247. 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.

248. 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.

249. Termination

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

(b) Termination for Lack of Funding. This Agreement may be terminated without notice by the Commission upon the cessation of funding of the state, local, or federal program which funds this Agreement.

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 249 of this Agreement.

250. 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.

251. 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.

252. Jurisdiction and Venue

The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State Court within the County of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement.

253. Notice

In all cases where written notice is required under this Agreement, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement.

254. Covenants and Conditions

All provisions herein, expressed as either covenants or conditions on the part of the Commission or Contractor to be performed or observed, shall be deemed to be both covenants and conditions.

255. No Waiver

No failure of either the Commission or Contractor to insist upon the strict performance by the other of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement, and each and every term, covenant, and condition, herein shall continue in full force and effect to any existing or subsequent breach.

256. Successors in Interest

This Agreement, and all rights, obligations, and/or duties under this Agreement, shall be in full force and effect, whether or not any party to the Agreement has been succeeded by another entity,

and all rights, obligations, and/or duties under this Agreement shall be vested and binding on any party's successor in interest.

257. Drafting Ambiguities

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

258. Signing Authority

Each individual executing this Agreement on behalf of a legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such entity in accordance with its terms. Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such authority is valid and that such entity is a valid, qualified corporation or limited liability company in good standing in its home state and that such entity is qualified to do business in California.

259. Counterparts

This Agreement may be executed in counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had executed the same page.

260. Headings

All headings in this Agreement are for convenience only, and shall not affect the interpretation of this Agreement.

261. Exhibits Incorporated

All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

262. Independent Contractor

Contractor acknowledges Contractor and its subcontractors are independent contractors, and not agents or employees of Commission. Any provision of this Agreement that may appear to give Commission a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that

Contractor shall follow the direction of Commission concerning the end results of the performance.

263. 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 with 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

A. PROGRAM OPERATIONS

1. PROGRAM OVERVIEW & OBJECTIVES

As part of the City of San Diego's ("City") and the San Diego Housing Commission's ("Commission") comprehensive approach to addressing homelessness, Contractor will operate the City of San Diego Women's Interim Shelter Program ("Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare women experiencing homelessness ("Program Clients") for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Program supports the Community Action Plan on Homelessness for the City of San Diego (the "Action Plan"), a comprehensive 10-year plan that builds on recent progress, lays out short-term achievable goals, and serves as a guide for long-term success in addressing homelessness. The Action Plan identifies shelter interventions as critical entry points to the City's Crisis Response System, and necessary to facilitate permanent housing placements.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 825 7th Ave., San Diego, CA 92101 ("Program Site"). The Program will operate year-round ("Program Operating Schedule"). Security and residential staff will be onsite 24 hours per day, seven days per week, including City holidays.

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 3888 Paducah Drive, San Diego, CA 92117. The days and hours of operation are 24 hours per day, 7 days per week, including City holidays.

4. PROGRAM DESCRIPTION

The Program will provide women experiencing homelessness who have not been successfully diverted from the homeless assistance system, with shelter and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services.

The Program will utilize a housing-focused model, in which all services provided by the Program are focused on supporting Program Clients' access to permanent or other longer-term housing as quickly as possible. The Program is intended to be a short-term solution to assist clients in transitioning to the most appropriate longer-term or permanent housing resource.

The Program will utilize trauma-informed care, motivational interviewing and a harm

reduction model. The Program will serve clients in a welcoming and solutions-focused environment. The Contractor's corporate culture must support this environment and be reflected in Program Client interactions and within the daily operations of the Program. All services must be Program Client-centered and easily accessible. Services must be evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain program fidelity.

The Contractor will adhere to all Regional Task Force on Homelessness (RTFH) performance standards and requirements in effect during the term of this Agreement¹. The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. TARGET POPULATION & PROGRAM ELIGIBILITY

a. *Target Population*

The Program will serve women experiencing homelessness in the City of San Diego.

The Program will participate in the City of San Diego's Coordinated Shelter Intake process.

b. *INTENTIONALLY OMITTED.*

c. *Program Eligibility*

i. Each Program Client will be:

1. Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4)²;
2. Certified as homeless using HUD's preferred order of documentation (24 CFR §578.103 (4)); third party certification is preferred; and
3. Women age 18 or older.

ii. In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued participation include, but are not limited to, the following:

¹ Regional Task Force on Homelessness, San Diego CoC Community Standards, <https://www.rtfhsd.org/updates/updated-san-diego-coc-community-standards/> (last visited Jan. 21, 2022).

² HUD Exchange, Four Categories of the Homeless Definition, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/> (last visited Jan. 21, 2022).

1. Sobriety and/or commitment to be drug-free;
2. Requirements to take medication if the client has a mental illness;
3. Participation in religious services or activities;
4. Participation in drug treatment services, including Narcotics Anonymous (NA) or Alcoholics Anonymous (AA);
5. Payment or ability to pay rent; nor
6. Personal identification documents.

6. PROGRAM SERVICES

Contractor will ensure the following Program Client services are provided under this Agreement:

- a. Housing First program with low barriers to entry and operations;
- b. A formal shelter intake and move-in process, in a welcoming and solutions-focused environment, to include a review of required intake documents, terms of service, and guidelines for community living.
- c. Housing-focused program which aims to resolve Program Clients' homelessness as quickly as possible. Related services include, but are not limited to:
 - i. Determining diversion opportunities;
 - ii. Self-sufficiency needs assessment;
 - iii. Development of client housing plan, including stabilization strategies and client housing goals and objectives;
 - iv. Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
 - v. Assistance in locating safe and affordable permanent or other longer term housing including determining housing interventions and opportunities outside of CES;
 - vi. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES as established by RTFH community standards and policies;
 - vii. Assistance with housing applications and supportive and subsidized housing paperwork;
 - viii. Advocacy for clients with prospective landlords;
- d. Basic shelter services, including but not limited to:
 - i. Appropriate 24-hour residential services and staffing;
 - ii. A maximum of 40 beds and other residential furnishings;

- iii. A minimum of two meals per day in compliance with all applicable health and safety regulations;
 - iv. Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for Program Clients;
 - v. Routine operating and client supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies;
 - vi. Telephone access and message services;
 - vii. Regularly laundered linens; and
 - viii. Mail services.
- e. Coordination to support testing and vaccinations for communicable diseases.

7. SYSTEM COORDINATION

a. *Homeless Management Information System (HMIS)*

- i. Contractor must enter and maintain data in the RTFH-approved HMIS³.
- ii. Contractor must comply with all HMIS policies and procedures in effect during the term of this Agreement, as identified by RTFH, including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.
- iii. Contractor agrees to grant access to all data related to the Program in the RTFH-approved HMIS to all appropriate Commission staff for purposes of data analysis, compliance monitoring, and performance monitoring.

b. *Coordinated Entry System (CES)*

- i. CES is designed to identify the most vulnerable households experiencing homelessness in the region and prioritize and connect them to available community housing resources with as few barriers as possible.
 - 1. All programs providing services to persons experiencing homelessness have a role in CES.
 - 2. The CES process includes access, assessment, homeless response system navigation, prioritization, referral to appropriate housing resources, and placement.

³ Regional Task Force on Homelessness, Homeless Management Information System (HMIS), <https://www.rtfhsd.org/about-coc/homeless-management-information-system-hmis/> (last visited Jan. 21, 2022).

- ii. Contractor will participate in CES as established by RTFH and in alignment with RTFH policies and procedures⁴ in effect during the term of this Agreement, including but not limited to:

1. Attendance at required trainings and CES alignment meetings;
2. Adherence to the progressive engagement process to remedy a current housing crisis as quickly and efficiently as possible;
3. Use of diversion conversations throughout all stages of engagement with Program Clients;
4. Participation and data entry in the Homeless Management Information System (HMIS), including applicable data elements related to the CES process, as established by RTFH;
5. Participation in case conferencing; and
6. All permanent housing Programs must receive referrals and fill Program vacancies through CES; any exception to this requirement must be reviewed and approved by the Commission.

c. ***Coordinated Shelter Intake***

The Program must participate in the Coordinated Shelter Intake process administered by the Commission.

d. ***Youth Homelessness Demonstration Program (YHDP)***

- i. To support the efforts of the RTFH and the YHDP Coordinated Community Plan⁵, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff must participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- ii. In accordance with the YHDP Coordinated Community Plan, Contractor must 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.

⁴ Regional Task Force on Homelessness, Coordinated Entry System Policies & Procedures, <https://www.rtfhsd.org/wp-content/uploads/RTFH-2021-Revised-CES-Policies-and-Procedures-final.docx.pdf> (last visited Jan. 21, 2022).

⁵ Regional Task Force on Homelessness, Coordinated Community Plan to End Youth Homelessness, <https://www.rtfhsd.org/wp-content/uploads/2019/03/YHDP-CCP-Introduction.pdf> (last visited Jan 21, 2022).

e. ***2-1-1 San Diego Participation***

- i. The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database.
 1. In order to remain compliant with this requirement, the Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within 60 days of execution of this agreement.
 2. Significant changes to the Program, including but not limited to contact information, the referral process, or hours of operation, must be updated in the 2-1-1 San Diego database within 30 days of the change.
- ii. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

f. ***Community Information Exchange (CIE)***

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

8. PROGRAM STANDARDS

a. ***Program Policies and Procedures***

- i. Contractor must submit complete policies and procedures, as set forth herein, to the Commission for review within 90 calendar days of Agreement effective date, and annually thereafter for any option period which may be exercised by the Commission in its sole discretion.
 1. The Commission will conduct review of policies and procedures for all minimum components identified below and will endeavor to provide technical assistance for ongoing improvement and modifications based on Program Client feedback, outcomes, and best practices.
 - a. The Commission may request to review the Program's current policies and procedures, in whole or in part, at any

- ii. Program policies and procedures must include, at a minimum, the following components:
 - 1. Program design as it relates to the target population and the community that:
 - a. Is grounded in Housing First principles, trauma-informed care, diversion, and competency best practices;
 - b. Is in alignment with all Fair Housing and equal opportunity regulations and during the term of this Agreement;
 - c. Includes a description for how resources and partnerships are utilized to provide Client services;
 - 2. Service description and delivery methods under Section A.6 “Program Services”.

2. Servi
under

⁶ HUD Exchange, Documentation Requirements, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/documentation-requirements/> (last visited Jan. 21, 2022); Criteria and Recordkeeping Requirements for

- a. Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to Program entry;
 - b. HUD's definition of homeless⁷ and chronic homelessness⁸;
 - c. Identification of the categories of homelessness that apply to the Program;
 - d. List and examples of documentation accepted by HUD to verify homelessness, with HUD's preferred order of verification identified;
 - e. Method for obtaining acceptable forms of documentation to verify homelessness; and
 - f. Process to obtain any outstanding third-party verifications when unable to obtain prior to Program enrollment;
4. Housing First Fidelity:
- a. Description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles;
 - b. The Program utilizes an approach to quickly and successfully connect Program Clients to permanent housing without preconditions and barriers to entry;
 - c. The Program offers supportive services to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined case plan or treatment goals prior to permanent housing entry;
 - d. The Program does not:
 - i. Require personal identification documents;

Definition of Homelessness, <https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/> (last visited Jan. 21, 2022).

⁷ HUD Exchange, Four Categories of the Homeless Definition, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/> (last visited Jan. 21, 2022).

⁸ HUD Exchange, Definition of Chronic Homelessness, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/definition-of-chronic-homelessness/> (last visited Jan. 21, 2022).

- ii. Require a minimum level of income, payment or ability to pay;
- iii. Screen out for substance use;
- iv. Screen out for criminal record except as mandated by Federal, State, or local regulations;
- v. Screen out persons with history of victimization (encompasses instances of domestic violence, dating violence, sexual assault, stalking, and human trafficking);
- vi. Screen out for findings on credit report, such as bankruptcies or evictions;
- vii. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income;
- viii. Require Program Clients to take medication if the Program Client has a mental illness; nor
- ix. Require participation in religious services or activities;

5. Program Client Service Agreement/Terms of Service which includes, at a minimum:

- a. Reference to violations that lead to immediate termination of Program Clients; and
- b. Rights of Program Clients, to include, at a minimum, the following rights:
 - i. To have all rights, responsibilities and program guidelines explained in the Program Client's preferred language, directly or through interpretation or translation;
 - ii. To receive services without harassment or unjust discrimination on the basis of race, color, creed, age, gender, sexual orientation, religion, disability or nationality or any other protected class;
 - iii. To be treated fairly, with courtesy and respect;
 - iv. To have all personal information kept confidential unless released by a signed consent or mandated by law to report;

- v. To have privacy when exchanging personal information;
 - vi. To have access to, or copies of, information contained in the Program Client's case file;
 - vii. To have freedom from all types of abuse, exploitation, retaliation, humiliation, harassment and neglect; and
 - viii. To request reasonable accommodation and to receive services per federal and state fair housing laws, and Section 504 of the Rehabilitation Act of 1973;
- 6. Contraband control and confiscation policy;
- 7. Program Client grievance policies and procedures, including appeals process;
- 8. Program Client confidentiality/privacy policy, including but not limited to:
 - a. Release of information (ROI) form(s); and
 - b. Notice of Contractor's privacy practices or confidentiality policy to be provided to Program Clients;
- 9. Program termination policies, including but not limited to:
 - a. Policies and procedures for documenting progressive discipline prior to termination for violations of terms of service; and
 - b. Procedures for Program Client appeals to termination for violations of terms of service/service agreement;
- 10. Critical incident reporting policies and procedures;
- 11. INTENTIONALLY OMITTED;
- 12. Biohazard waste policies and procedures;
- 13. Limited English Proficiency (LEP) or language access plan;
- 14. Reasonable Accommodation requests, modifications, and appeals including, at a minimum:
 - a. Process for Program Clients to request a Reasonable Accommodation;
 - b. Procedure for evaluating, tracking, and processing requests;
 - c. Procedure for informing the Program Client of the decision;

- d. Procedure for Program Client appeals; and
- e. Notification of final determination;
- 15. Mandated reporting procedures for all mandated reporting categories, including but not limited to, protected classes, dependent adults, adults over age 65, and minors under age 18;
- 16. INTENTIONALLY OMITTED;
- 17. Service and assistance animals (including therapy animals, companion animals, and emotional support animals) policies and procedures;
- 18. Non-discrimination and equity assurance policies and procedures;
- 19. Record management and retention policies and procedures which are in compliance with the requirements of this Agreement;
- 20. Policy for connecting households/individuals with appropriate resources when the household/individual requesting Program services is outside of the Program's target population;
- 21. INTENTIONALLY OMITTED;
- 22. INTENTIONALLY OMITTED;
- 23. INTENTIONALLY OMITTED; and
- 24. INTENTIONALLY OMITTED.

b. *Public Health*

- i. Contractor is responsible for implementing business practices in compliance with state and/or local public health guidelines to prevent the spread of communicable diseases.
- ii. Contractor is responsible for notifying Program Clients to follow all public health guidelines of the Program and any public health orders in effect during the term of this Agreement while accessing Program services.
- iii. Contractor shall provide any information or data requested by the Commission deemed necessary to coordinate a response to public health concerns or emergencies.

c. *Program Staffing*

- i. Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.
- ii. Contractor must ensure that Program staff adhere to all national and regional best practices and standards for service delivery and

communications/engagement with Program Clients, including, but not limited to:

1. Housing First best practices, including but not limited to, Harm Reduction;
 2. Diversity and cultural competency;
 3. Trauma Informed Care;
 4. Case Management best practices, including but not limited to:
 - a. Motivational Interviewing; and
 - b. Progressive Engagement; and
 5. Fair Housing.
- iii. Contractor's job descriptions for Program staff funded under this Agreement must align with local and national best practices for delivery of all Program services to be provided pursuant to this Agreement. The Commission may request to review the Program's current job descriptions for any Program staff funded under this Agreement, at any time during the term of this Agreement. Contractor must submit any requested documents to the Commission within 15 calendar days of request.
- iv. The Commission may request, at any time during the term of this Agreement, that the Contractor certify in writing to the Commission that Contractor's Program staff possess the appropriate level of job skills and job knowledge to provide all Program Services, as described herein, pursuant to this Agreement. Contractor must submit any requested documents to the Commission within 15 calendar days of request.
- v. Contractor must notify the Commission of any staffing changes adversely impacting the administration of the Program or the Contractor's ability to deliver services and/or maintain a safe and sanitary Program Site.
- vi. Contractor must ensure all staff and on-site volunteers complete mandated reporting training, as referenced herein, according to state guidelines for general and profession-specific requirements.
- vii. Contractor must ensure all Program staff receive training on the Program's emergency preparedness plan, as referenced herein;
- viii. In the event volunteers perform any activities described in this Agreement:
1. Volunteers are expected to adhere to all national and regional best practices and standards for service delivery and communications/engagement with Programs; and

2. Contractor must maintain written records related to volunteer activities.

d. ***Critical Incidents***

Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred, in a form, format, and manner approved by the Commission. 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 Program.

e. ***Program Client Engagement in Service Delivery and Program Design***

i. **Program Client Satisfaction**

1. Contractor must maintain a mechanism for:
 - a. Collecting and evaluating Program Client feedback, including coordination with the Commission for implementation of any system-wide methods such as the Pulse For Good program; and
 - b. Incorporating Program Client feedback into service delivery and program design;
2. Contractor must provide quarterly reporting to the Commission of Program Client feedback summarizing method of data collection used during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and Program design.

ii. **Program Client Representation on Board**

Contractor agrees to coordinate and provide Program Client access to evaluation of the Program services through participation in a Program advisory group or as a client member of the Contractor's Board of Directors as required by all applicable regulations associated with the funding provided under this Agreement⁹, or to the extent possible if not required by any regulation associated with funding under this Agreement.

f. ***Program Records***

- i. All Contractor files pertaining to personal Program Client information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.

⁹ For Programs receiving Continuum of Care (CoC) funds, see CoC Interim Rule 24 CFR § 578.75(g); for Programs receiving Emergency Solutions Grant (ESG) funds, see Emergency Solutions Grant Program regulation 24 CFR § 576.405 Subpart E – Homeless Participation.

- ii. The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.
- iii. INTENTIONALLY OMITTED.

9. PROGRAM SITE MANAGEMENT AND SECURITY

a. *Program Site Management*

- i. INTENTIONALLY OMITTED.
- ii. Contractor must designate a point-of-contact who is available 24 hours a day, seven days a week, to address issues that may arise at the Program Site.
- iii. Contractor must report all suspected criminal activity to law enforcement.
- iv. Contractor must notify the City's Environmental Services Department (ESD) through the City's "Get It Done" reporting system as soon as possible to address abandoned personal property and/or biohazard materials on public property within the immediate vicinity of the Program Site.
- v. Contractor is responsible for managing the Program Site and ensuring that the Program Site is operated in a safe condition.
 - 1. It is not anticipated that any work performed under this Agreement will trigger state and/or prevailing wage requirements. References herein to the performance of maintenance and repair services are not indicative of such services being actual deliverables.
 - 2. Contractor acknowledges that Commission does not perform repetitive and frequent inspections of the Program Site, and Commission relies on Contractor to alert the Commission immediately to any and all conditions found at the Program Site that, in any way, adversely affect the life and safety of the inhabitants of the Program Site and/or the condition of the Program Site.
 - 3. Contractor shall indemnify and defend, with counsel of Commission's choosing, for all claims, liability, expenses, actions, causes of action, fines, and complaints of any and all types and kinds, related to the safety of inhabitants of the Program Site and the condition of the Program Site.
 - 4. Nothing herein shall make Commission liable for the care or maintenance of the Program Site.
- vi. Contractor must provide:
 - 1. Janitorial services which include cleaning and keeping the premises in orderly condition. Duties may involve minor maintenance services as defined by the Service Contract Act (SCA) Directory of

Occupations, section 11000, General Services and Support Occupations;

2. Waste removal and disposal services; and
3. Utilities.

b. *Program Site Security*

- i. Contractor must provide security to ensure a safe environment at the Program Site for Program Clients, volunteers, and others who may come in contact with the Program Site.
- ii. Security and safety measures include, but are not limited to:
 1. Security staffing plans, including any recommendations made by SDPD, if applicable, to include at a minimum:
 - a. Control of access to all ingress/egress points, and monitoring of the perimeter and interior of the Program Site;
 - b. Utilizing appropriate de-escalation techniques as necessary;
 - c. Enforcing no smoking rules;
 - d. Reporting any emergency situations to the fire and/or police department, directing persons to the exits, and directing emergency responders to incident locations;
 2. Staff must be trained on all emergency protocols, including how to alert and evacuate all persons in the event of a fire or other emergency;
 3. Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage; and
 4. All security staff, whether employed by the Contractor or staffed through a third-party vendor, must be trained on the following:
 - a. Cultural competency to best serve the target population;
 - b. All public health and infectious disease prevention safety measures in effect during the term of the Agreement;
 - c. The Program's terms of service; and
 - d. Critical incident reporting.

c. *Emergency Preparedness*

- i. Contractor must maintain an emergency preparedness plan ("Emergency Plan") in effect throughout the term of the Agreement. Contractor must:

1. Provide a copy of the Emergency Plan to the Commission within 90 days of Agreement effective date;
 2. Review the Emergency Plan at the midpoint of the Agreement term, and at the midpoint of the term of each option year thereafter if exercised by the Commission in the Commission's sole discretion; and
 3. Provide a revised Emergency Plan to the Commission within 15 calendar days of implementing any revisions to the Emergency Plan.
- ii. The Emergency Plan must include, at a minimum:
1. Identification of the person(s) at the Program Site 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 Program Site at all times.
 3. As applicable, emergency evacuation plan, posted/displayed at the Program Site 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 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 Program Site at all times.
- 7. Locations of utility and sprinkler shutoffs, posted/displayed at the Program Site at all times.
- 8. Annual training on the Emergency Plan for all staff working at the Program Site.

d. ***Community Engagement***

- i. Contractor must maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program Site, including but not limited to:
 - 1. Methodologies for maintaining a clean and safe environment;
 - 2. Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - 3. Providing opportunities for electronic and/or written community feedback; and
 - 4. Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.
- ii. Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.
- iii. Contractor must attend meetings with community and other neighborhood groups as directed by the Commission.

10. MONITORING AND IMPROVEMENT ACTIVITIES

- a. Contractor must actively participate in compliance, performance monitoring, and improvement activities administered by the Commission.
- b. Commission staff involved in monitoring and/or administering the Agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. The Commission will make every effort to preschedule these visits, but that may not always be possible.
- c. Attendance is required at the Commission's Fiscal Year Kickoff Workshop.
- d. Contractor must participate in community-wide training(s) offered by the Commission or RTFH.

- e. Contractor must participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City, and the Contractor in ensuring Program design best meets the needs of the population being served, and aligns with national best practices and regional standards as determined by the Commission and RTFH.

11. MATCH AND LEVERAGE/IN-KIND COMMITMENTS

Contractor must provide summary documentation of any matching funds, leveraged, or in-kind resources used to enhance Program services and operations within 30 days following the end of the Agreement term.

12. PROGRAM OUTCOMES

- a. All Program progress must be documented to the Commission through monthly or quarterly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. INTENTIONALLY OMITTED.
- c. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- d. The Commission reserves the right to modify or add new performance metrics during the Agreement term.
- e. For the Agreement term, Contractor must use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Persons/Households Served	# of Persons Served	Reporting Only
	Occupancy Rate	At Least 95%
Exits	Positive Outcomes	At least 26% exit to Permanent Housing
		At least 30% exit to Permanent or Other Longer-Term Housing
	Negative Outcome	Less than 10% leave program due to violation of terms of service (involuntary exit)

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	Exits to other Emergency Shelters and Places Not Meant for Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Length of Stay for All “Stayers” in the Program	Reporting Only
Housing Stability	Returns to Homelessness	No more than 12% of clients exiting to permanent housing will return to homelessness within six months of exiting the Program
Improved Self-Sufficiency	% of Adults who maintained or increased income from any source from entry to exit	Reporting Only
	% of Adults who maintained or increased employment income from entry to exit	

13. REQUESTS 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.
 - i. Contractor is subject to all supporting documentation requirements described in the City’s Economic Development Department (EDD) 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.

- ii. Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
- iii. 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 endeavor 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.

14. 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 or termination or breach, together with any and all accounts receivables attributable to the use of the compensation, as Commission shall determine in its sole discretion. Commission may procure alternative and/or additional Contractors to perform work in compliance with Commission's Procurement Policy.

15. MEDIA/COMMUNICATIONS

- a. Contractor must coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of Program Clients funded through this Agreement. Commission's permission will not be unreasonably withheld, conditioned, or delayed, and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval will be deemed to have been given.
- b. Contractor further agrees, recognizing the urgency with which media frequently makes requests for information, Contractor must exhibit a good faith effort to immediately consult with Commission prior to responding to such inquiries.

16. CLOSE-OUTS

- a. Upon the Program closing date, Contractor must:
 - i. Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove

all such items from the Program Site and/or the Program's administrative office; and

- ii. Return the Program Site as required in the lease agreement between the Contractor and the lessor.
- b. Contractor is responsible for completing and submitting a close-out packet with information including but not limited to total number of Program Clients housed, Program accomplishments, demographics, and financial summary of award for each applicable funding source.
- c. Contractor's obligation to Commission does not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to:
 - i. Making final payments;
 - ii. Disposing of Program assets as set forth herein, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
 - iii. Determining the custodianship of records.

17. COVID-19 EMERGENCY RESPONSE

- a. Contractor shall comply with the requirements of Section A(8)(b) of this Contract Attachment No. 2.
- b. Services provided under this Agreement may include the provision of services at other sites as deemed necessary or appropriate by the City of San Diego and directed by the Commission to best serve Program Client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.
- c. While operating under COVID-19 emergency response activities, the number of beds/units and/or individuals/households the Contractor is expected to support under the current detailed staffing numbers and related expenses as reflected in the approved budget, may be modified based on the Contractor's, the City's, and the City's enlisted partners ability to logistically support Program services and activities.
- d. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3 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.
- e. Any proposed increases to the overall budget may be requested in writing by the Contractor. Such requests may be reviewed and approved by the Commission in its sole discretion.

B. PROGRAM START-UP

1. Overview

- a. Contractor will take the necessary steps to ensure the Program will be at minimum, provisionally operational no later than May 30, 2022.
- b. The initial start-up budget reflects costs related to Program supplies, as well as one-time equipment needed for basic operations, i.e. cell phones, tablets and personal protective equipment.

2. Deliverables

Contractor will provide deliverables to the Commission, no later than 60 days after Agreement effective date. Deliverables shall include the following:

DELIVERABLES	SPECIFICATIONS
Recruitment and Hiring of Staff for Operation of the Program	<ol style="list-style-type: none">1. Job descriptions for Program staff, in alignment with local and national best practices for delivery of all Program Services.2. Staffing plan to accommodate delivery of services seven days a week for all services outlined under Section A.6 “Program Services”.
Operational Planning and Setup	<ol style="list-style-type: none">1. Compliance with Federal Language Access Regulations:<ol style="list-style-type: none">a. Title VI of the Civil Rights Act of 1964b. Executive Order 131662. Emergency preparedness plan, as described under Section A.9.c “Emergency Preparedness”.3. Update Program details and services in the 2-1-1 San Diego database.4. Set-up and training for all Homeless Management Information System (HMIS) users.5. Procedures for data entry, analysis, and reporting in the RTFH-approved HMIS of all program activities, as required by RTFH community standards.
Program Policies & Procedures for Service Delivery	Policies and procedures submitted to the Commission, as described under Section A.8.a “Program Standards”, should be organized and include a table of contents outlining all content and a revision history table outlining changes to any previously submitted policies and

	procedures, including the effective date and general description of the revision.
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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 budget.



**SAN DIEGO
HOUSING
COMMISSION**

SAN DIEGO HOUSING COMMISSION SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2022

Project Name: Women's Interim Shelter (Rachel's Promise)

Provider Name: Catholic Charities

Total Funding Amount: \$ 328,287.00

SPENDING CATEGORIES	CITY GF	OTHER FUNDING SOURCES				TOTAL PROJECT BUDGET
		[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	
PERSONNEL EXPENSES (PE)	\$ 139,759.00	\$ -	\$ -	\$ -	\$ -	\$ 139,759.00
NON-PERSONNEL EXPENSES (NPE)	\$ 51,214.00	\$ -	\$ -	\$ -	\$ -	\$ 51,214.00
FAIC BUDGET	\$ 37,314.00	\$ -	\$ -	\$ -	\$ -	\$ 37,314.00
START-UP EXPENSES	\$ 100,000.00					\$ 100,000.00
TOTAL BUDGET	\$ 328,287.00	\$ -	\$ -	\$ -	\$ -	\$ 328,287.00

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 SAN DIEGO
HOUSING COMMISSION TO APPROVE THE AGREEMENT
WITH CATHOLIC CHARITIES DIOCESE OF SAN DIEGO TO
OPERATE THE CITY OF SAN DIEGO WOMEN’S INTERIM
SHELTER PROGRAM.

WHEREAS, the San Diego Housing Commission (Housing Commission) administers the contracts for the City of San Diego’s (City) Homeless Shelters and Services Programs based on several Memorandums of Understanding between the Housing Commission and the City since July 1, 2010; and

WHEREAS, the current Memorandum of Understanding between the City and the Housing Commission for the provision of Homeless Shelters and Services, including the City’s Interim Shelter Program, was approved by the Housing Commission Board of Commissioners (Board) on June 14, 2019, and the Housing Authority of the City of San Diego (Housing Authority) on June 25, 2019, by Resolution No. HA-1821, for a term of one year, effective July 1, 2019, and four one-year options to extend the term through June 30, 2024; and

WHEREAS, on April 19, 2021, Mayor Todd Gloria announced a proposed investment of more than \$10 million in American Rescue Plan Act (ARPA) funds to create additional crisis response initiatives and investments in shelter and longer-term housing options to address unsheltered homelessness; and

WHEREAS, the proposed City of San Diego Women’s Interim Shelter Program (Program) supports the Community Action Plan on Homelessness for the City of San Diego

(Action Plan), which is a comprehensive, 10-year plan that builds on recent progress, lays out short-term achievable goals and serves as a guide for long-term success in addressing homelessness. The Action Plan identifies shelter interventions as critical entry points to the City's Crisis Response System and necessary to facilitate permanent housing placements and the Program is an important component to the vision, principles and strategies identified in the Action Plan; and

WHEREAS, on July 15, 2021, the Housing Commission issued a Request for Qualifications seeking respondents to serve special populations such as those with substance use disorder, veterans, single women, those in need of respite care, or other sub-populations, potentially in smaller scale that support the unique needs of these populations; and

WHEREAS, the Housing Commission received qualifications from four respondents and selected Catholic Charities Diocese of San Diego (CCDSD) because of its ability to secure and provide an available site location, along with meeting a known need for more shelter beds for specific populations such as single women, and the need for shelter beds that can support persons with higher level care needs, and this Program was prioritized for implementation; and

WHEREAS, on March 4, 2022, the Board approved the agreement with CCDSD to operate the City of San Diego Women's Interim Shelter Program at 825 7th Avenue, San Diego, California 92101, in the amount of \$339,701 for the initial operating term of April 13, 2022, through June 30, 2022, with three one-year options to extend the term through June 30, 2025, at the Housing Commission's sole discretion and contingent on funding availability. Funding will consist of \$339,701 in ARPA and City general funds for the initial operating term, which includes \$11,414 for Housing Commission administration; and

WHEREAS, Housing Commission staff determined the approval of this agreement for the operation of the Program (Project) is categorically exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.), pursuant to CEQA Guidelines section 15301 (Existing Facilities), and that no exception to the exemption, as set forth in CEQA Guidelines section 15300.2, applies to the Project; and

WHEREAS, City staff determined the approval of the Project is categorically excluded from the National Environmental Policy Act (NEPA) under Title 24 of the Code of Federal Regulations, section 58.35(b)(2), regarding supportive services, and is not subject to Title 24 of the Code of Federal Regulations, section 58.5; and

WHEREAS, on March 8, 2022, City Councilmember Chris Cate's Office sent a written request to the Housing Commission staff for the Housing Authority to review and discuss the proposed agreement for the Program; NOW, THEREFORE,

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

1. The Housing Commission is authorized to enter into the agreement with Catholic Charities Diocese of San Diego in the amount of \$339,701 to provide interim shelter and supportive services at the City's Women's Interim Shelter Program at 825 7th Avenue, San Diego, California 92101, for women experiencing homelessness for the initial term of April 13, 2022, through June 30, 2022, with three one-year options to extend the term, which options are contingent on funding being made available for that purpose through the City of San Diego's budgeting process and the continuance or extension of the Memorandum of Understanding for oversight and administration of the City's Homeless Shelters and Services Programs.

2. The Housing Commission's President and Chief Executive Officer (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 Housing Commission Board or the Housing Authority, provided that a copy of the documents, signed as to form by General Counsel, are submitted to each Housing Commissioner in advance of approval for the President & CEO or designee to sign.

3. The President & CEO, or designee, is authorized to substitute funding sources and increase compensation by not more than 20 percent of the total agreement amount for the proposed agreement, if necessary, without further action by the Housing Commission Board or the Housing Authority, but only if and to the extent that funds are determined to be available for such purposes and upon the advice of Housing Commission General Counsel.

4. The Housing Commission staff will notify the Housing Authority and the San Diego City Attorney's Office about any subsequent amendments or modifications to the Program and other required documents, including amendments to any documents.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Hilda R. Mendoza
Deputy General Counsel

HRM:cw
03/24/22
Or.Dept: SDHC
Doc. No. 2921901



The City of San Diego
Item Approvals

Item Subject: Approval of the Contract between the San Diego Housing Commission and Catholic Charities Diocese of San Diego to Operate the City of San Diego Women's Interim Housing Program.

Contributing Department	Approval Date
DOCKET OFFICE	03/15/2022
ENVIRONMENTAL ANALYSIS	03/16/2022
FINANCE	03/25/2022

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	03/14/2022
CITY ATTORNEY	MENDOZA, HILDA	03/24/2022
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	03/28/2022