



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

DATE ISSUED: November 7, 2018

REPORT NO: HAR18-021

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of November 13, 2018

SUBJECT: Approval of the Contract between the San Diego Housing Commission and Family Health Centers to operate the City of San Diego's Housing Navigation Center at 1401 Imperial Avenue, San Diego, California 92113; Approval of an MOU with the City of San Diego regarding the Housing Navigation Center; and Taking Related Actions

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

Approve entry into an agreement from December 1, 2018, through November 30, 2019, with four one-year options to extend (December 1 – November 30), with Family Health Centers of San Diego to operate the City of San Diego's Housing Navigation Center at 1401 Imperial Avenue, San Diego, California 92113, and entry into a Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission to establish their respective roles concerning the Housing Navigation Center.

STAFF RECOMMENDATION

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

City Council:

Authorize entry into a Memorandum of Understanding (MOU) between the City of San Diego and the Housing Commission to establish their respective roles concerning the City of San Diego's Housing Navigation Center (Center) at 1401 Imperial Avenue, San Diego, California 92113 (Premises), in substantially the form attached hereto as Attachment No. 2, subject to final approval as to form by Housing Commission General Counsel and the City Attorney.

Housing Authority:

- 1) Approve entry into an agreement from December 1, 2018, through November 30, 2019, with four one-year options to extend (December 1 – November 30) at the Housing Commission's sole discretion, for a total term of five years, if and when all options are exercised¹, with Family Health Centers of San Diego to operate the Center on substantially the terms and

¹ After approval, Housing Commission may modify the term to align with the Fiscal Year for budgeting purposes and to align with the term of the MOU.

- conditions set forth in the agreement (Agreement), attached hereto as Attachment No. 1, subject to final approval as to form by Housing Commission General Counsel;
- 2) Approve entry into the MOU with the City of San Diego in substantially the form attached hereto as Attachment No. 2, subject to final approval as to form by Housing Commission General Counsel and the City Attorney;
 - 3) Authorize the President and Chief Executive Officer (President & CEO), or delegated designee, on behalf of the Housing Commission, to sign the Agreement, the MOU, and any and all other documents and agreements that are necessary to implement these approvals;
 - 4) Authorize the President & CEO to take such actions as are reasonably necessary to implement the approvals referenced in this report;
 - 5) Authorize the President & CEO to substitute funding sources and/or increase funding amounts for services provided under the Agreement for the operation of the Center, and under the construction agreement for initial tenant improvements at the Premises, by not more than 10 percent of the original amount allocated for such activities, if necessary, without further action of the Housing Authority, but only if and to the extent that such funds are determined to be available for such purposes.

SUMMARY

The proposed actions referenced in this report will allow the Housing Commission to enter into the Agreement with Family Health Centers of San Diego in amounts referenced within this report to provide for the operation of the Center for a period of up to five years from the date of commencement.

Pursuant to the proposed MOU, the City will:

- a. Provide for weekly Environmental Services cleanings of the exterior of the Premises; the regularity of cleaning shall be evaluated throughout the term of the operation of the Center and increased or decreased accordingly, by the City, based on need.
- b. Provide regular San Diego Police Department patrols in the vicinity of the Premises.

In addition, the approvals of the Agreement and the MOU are contingent on all of the following events occurring:

Approvals for the Housing Navigation Center (Center) Premises. The City will:

- a. Enter into a lease or other agreement with the Housing Commission-selected operator for the operator to use the Premises. The agreement shall not include payment by the Center's operator. The City further agrees to obtain all approvals necessary for the City to enter into the agreement prior to the opening of the Center.
- b. Obtain all necessary permits and clearances for the operation of the Center on the Premises, including CEQA review, NEPA review, and any and all necessary permits for ADA upgrades.
- c. Provide documentation that the use is allowed at the location.
- d. Provide Housing Commission with ADA report performed by the City for necessary ADA tenant improvements to be performed by the Center operator.

Advancement of Funds for Center Operating Expenses and Costs for Tenant Improvements. The City will:

- a. Upon written request by the Housing Commission, advance funds to the Housing Commission for Center operating expenses in the amounts as follows:

FUNDING SOURCE	December 1, 2018 – November 30, 2019)	December 1, 2019 – November 30, 2020)	December 1, 2020 – November 30, 2021)	December 1, 2021 – November 30, 2022)	December 1, 2022 – November 30, 2023)
CDBG	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
General Fund	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Low and Moderate Income Housing Fund	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
TOTAL	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000

Funding in 2020 through 2023 shall be subject to funding availability.

- b. Upon written request by the Housing Commission, advance up to \$300,000 of CDBG funds for the first year (December 1, 2018 – June 30, 2019) to the Housing Commission in addition to the \$1,550,000 identified above for the first year, for improvements to the Premises, upon entry into the contract between the Center operator and the Housing Commission. The Housing Commission shall comply with all regulations and procurement processes applicable to its expenditures of the funding sources identified in the MOU.
- c. Certify that all funds advanced to the Housing Commission for the operation of the Center are permitted expenditures under the various funding sources, including, but not limited to, CDBG funding, Low and Moderate Income Housing Asset Funds and City of San Diego General Funds.

PROGRAM OVERVIEW

As part of the Mayor’s vision to increase the resources within the City’s Homeless Crisis Response System and support the efforts of the Regional Task Force on the Homeless (RTFH) and the Regional Community Plan, a Housing Navigation Center was envisioned to serve as an entry point of the Coordinated Entry System (CES), provide core services to address housing crises, and help clients access a range of mainstream services that impact housing stability. The Center, designed to centralize services and resources for persons experiencing homelessness, will provide on-site intake, assessment, triage and referrals for permanent and longer term housing opportunities, in accordance with the national “housing first” model to provide housing for homeless individuals as quickly as possible, with supportive services as needed.

As the Center operator, Family Health Centers of San Diego will assist individuals experiencing homelessness: identify immediate housing solutions, provide crisis management, access mainstream benefits that are important to addressing issues impacting housing stability, and work with partnering agencies for permanent housing and supportive service program linkages.

In addition, Center operations require reporting of outcomes, including, but not limited to, the number of clients utilizing the Center daily and the total number of people served. Center clients also will be connected to a Housing Navigator upon completion of intake, will be assessed with the Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT), and metrics will include length of time to be connected to a Housing Navigator. Center clients working with a Housing Navigator will be “match/ housing ready” within 60 days of Housing Navigator assignment. “Match/housing ready,” under the Community Standards set by the RTFH, means: the Housing Navigator is responsible for preparing the client in any way possible for housing. The client will almost always need to prepare documentation of some sort, whether proof of homelessness or obtaining an ID. This type of documentation is necessary for most federally-funded HUD programs and is required by landlords and housing providers. The Housing Navigator facilitates this through technical assistance and generally guiding the client through obstacles they might not overcome without support.

General Standards

The Housing Navigation Center will follow “housing first” principles. Family Health Centers of San Diego will ensure:

- A Housing First program will be provided with low barriers to entry and operations, that embraces the following assumptions in alignment with the RTFH Community Standards;
 - All people can achieve housing stability in permanent housing with the right supports
 - Everyone can be “housing ready”
 - Improved quality of life, health, mental health, and employment can be achieved through housing
 - All clients have the right to self-determination, dignity and respect
 - The configuration of housing and services should be based on participants’ needs and preferences.

In addition the following criteria may not be used to determine Program eligibility:

- Sobriety and/or commitment to be drug-free;
- Requirements to take medication if the participant has a mental illness;
- Participation in religious services or activities;
- Participation in drug treatment services (including NA/AA);
- Payment or ability to pay;
- Identification.

All services must be voluntary;

- Enrollment in the Center cannot be predicated on any mandatory requirements to participate in assessments related to identifying service needs related to mental health, physical health, substance abuse or other forms of vulnerability assessments, up to and including the CAT.
- Housing Navigation services will be provided to any person experiencing homelessness that meets the HUD definition, regardless of participation in the CAT assessment or other forms of assessment

- Service delivery will be client-focused. Center staff and all persons who interact with clients will be trained on homeless population service provision, positive engagement and general customer service standards that address the needs of the target population.
- Appropriate staffing, including peer support and street outreach
- Welcome, intakes, and assessment

- Assistance in obtaining safe, permanent housing
- Access to case management and other appropriate permanent housing-focused services (e.g., Housing Navigation, case conferencing)
- Participation in CES
- Coordination with and referrals to County, State and Federal programs, as well as nonprofits and social service agencies, as appropriate
- Restrooms and wash stations are available for clients actively utilizing the facility, and ensure that healthy and sanitary conditions are maintained
- Mail services are made available for clients utilizing the Housing Navigation Center
- Telephone access and message services, including an ADA-compliant telephone
- Staffing with appropriate ongoing training for service delivery and data collection and analysis.
- Security to ensure a safe environment at the Center for clients, volunteers, and others who may come in contact with the Center.
- Designated point-of-contact who is available at all times to address issues that may arise at the Center and coordinate security issues with the San Diego Police Department.
- Compliance with Fire Marshal inspections and re-certifications as needed.
- Appropriate policies and procedures are in place for Center operations, including low-barrier Terms of Service, which will be displayed on-site at all times, and various means for clients to provide input into the Center.
- Data entry, analysis and reporting in the RTFH-approved Homeless Management Information Systems of all Center activities.
- Designate the President and Chief Executive Officer as the single point of contact for the Housing Commission for all contract and programmatic related communications.

Property Management

Family Health Centers of San Diego will:

- Perform tenant improvements, including ADA compliance as necessary and in accordance with HUD procurement guidelines as approved by the Housing Commission and the City.
- Appoint a Construction Manager to oversee the construction and act as liaison to the Housing Commission as it relates to the tenant improvements.
- Maintain a secure and healthful environment for delivery of all services.
- Provide for:
 - Operating supplies;
 - Site control;
 - Prompt maintenance and repair;
 - Utilities;
 - Security;
 - Janitorial services;
 - Waste removal and disposal; and
 - Other Center related items, as referenced within the Agreement.
- Provide secure entry/exit for clients and others to be monitored by Center staff.
- Develop a fire escape emergency plan for approval by the Fire Marshal and the Housing Commission.
- Permanently maintain a fire watch. A fire watch, or fire lookout, monitors a building or area at risk of fire. The person or people designated as the fire watch must check for fires and fire threats within the building or area.

- Provide a written drug and alcohol-free policy for staff that is posted/displayed at the Center site at all times; the written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.
- Maintain the Center, at all times, in an orderly and vermin-free condition.
- Make efforts to ensure clients do not queue, litter, or loiter within a one block radius of the Facility and maintain the Premises at all times to be free of litter debris and graffiti, and notify City's Environmental Services Department to mitigate related issues as necessary.
- Report all suspected criminal activity to law enforcement.
- Provide design specification for proposed design of intake and client services areas.

The City is the property owner of the Center site. The City Council approved purchase of the project site, located at 1401 Imperial Avenue, San Diego, California 92113, on January 29, 2018, for the specific purpose of utilizing the site for the proposed Housing Navigation Center.

- Family Health Centers of San Diego will enter into a lease or other agreement with the City for use of the Center, setting forth all of Family Health Centers of San Diego's maintenance and repair obligations.
- Other and further obligations as are set forth in the Scope of Work referenced in the final contract.

CONTRACTOR SELECTION PROCESS

On February 28, 2018, the Housing Commission issued a Request for Proposals (RFP) for a Housing Navigation Center, seeking contractors to operate the Center. The RFP was posted and made available for download on the PlanetBids website through both the Housing Commission and the City's portals. Advertisements were also placed in the *San Diego Union Tribune*. More than 1,200 notifications were sent through the PlanetBids system. A pre-proposal meeting was held on March 14, 2018. Representatives from eight companies and not-for-profit agencies were in attendance.

At the RFP closing on April 26, 2018, five proposals were received. Proposals were submitted by Bay Area Community Services, Family Health Centers of San Diego, Father Joe's Villages, Mental Health Systems, Inc. and People Assisting the Homeless (PATH). Subsequent to the closing, a responsiveness review was conducted on all proposals received. All proposals were found to be responsive. A source selection committee evaluated, scored and ranked the responses based on the following criteria: Experience and Capacity, Service Description, Service Delivery Method and Staffing, Projected Costs Partnerships and Sustainability. Family Health Centers of San Diego received the highest ranking of all the proposals. Below is a summary of the final proposal rankings:

Organization	Ranking
Family Health Centers of San Diego	1
Bay Area Community Services	2
People Assisting the Homeless (PATH)	3
Father Joe's Villages	4
Mental Health Systems, Inc.	5

After a comprehensive review and consideration, the selection committee recommended the Housing Commission enter into negotiations and subsequently award the contract to Family Health Centers of San Diego. The contract will be executed two weeks after Housing Authority approval.

AFFORDABLE HOUSING IMPACT

The operation of the Center will allow homeless individuals to connect to services to provide intake, assessment, triage and referrals for permanent housing opportunities.

FISCAL CONSIDERATIONS

The City of San Diego will fund this project.

The City of San Diego has made available \$1 million of Community Development Block Grant (CDBG) funding, \$300,000 from the City General fund, and \$250,000 from the City Low and Moderate Income Housing Asset fund.

Total Funding Sources:

FUNDING SOURCE	December 1, 2018 – November 30, 2019	December 1, 2019 – November 30, 2020	December 1, 2020 – November 30, 2021	December 1, 2021 – November 30, 2022	December 1, 2022 – November 30, 2023
CDBG	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
General Fund	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Low and Moderate Income Housing Fund	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
CDBG (for Tenant Improvements)	\$300,000	-0-	-0-	-0-	-0-
TOTAL	\$1,850,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000

The Housing Commission will ensure that the Operator Agreement contains language that requires operator compliance with applicable CDBG regulations concerning the tenant improvements.

EQUAL OPPORTUNITY CONTRACTING

Family Health Centers of San Diego is a local nonprofit and is not subject to the requirement to submit a Workforce Report.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

There have been no prior Council or Committee actions concerning this operation contract nor the leasing of the Center by the City of San Diego.

On January 29, 2018, the San Diego City Council passed Resolution No. R-311521, authorizing the Mayor, or designee, on behalf of the City to complete the acquisition of the property located at 1401 Imperial Avenue, San Diego, California, further identified as Assessor's Parcel Numbers 535-614-01 and 535-614-02.

COMMUNITY PARTICIPATION and PUBLIC OUTREACH EFFORTS

The Agreement will require the Family Health Centers of San Diego to provide regular outreach to the Community as set forth within the Agreement.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Homeless individuals and households will benefit from the operation of this Center. The Center will provide onsite, intake, assessment, triage and referrals for housing opportunities. Family Health Centers will assist individuals experiencing homelessness to identify immediate housing solutions, provide crisis management, access mainstream benefits (e.g. Supplemental Security Income, Social Security Disability Insurance, DMV, County, etc.) that are important to addressing issues impacting housing stability, and work with partnering agencies for permanent housing and supportive service program linkages.

ENVIRONMENTAL REVIEW

The City of San Diego, as Lead Agency, determined that the activity to negotiate and execute the purchase and sale agreement for the acquisition of property at 1401 Imperial Avenue (Purchase & Sale Agreement), allocate and transfer associated funding, and approval of property improvements is covered by the General Rule, CEQA Section 15061(b)(3), and is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301.

In addition, development and land uses within the Downtown Community Planning area are covered under the following documents, all referred to as the "Downtown FEIR": Final Environmental Impact Report (FEIR) for the San Diego Downtown Community Plan, Centre City Planned District Ordinance, and 10th Amendment to the Centre City Redevelopment Plan, certified by the former Redevelopment Agency ("Former Agency") and the City Council on March 14, 2006 (Resolutions R-04001 and R-301265, respectively); subsequent addenda to the FEIR certified by the Former Agency on August 3, 2007 (Former Agency Resolution R-04193), April 21, 2010 (Former Agency Resolution R-04510), and August 3, 2010 (Former Agency Resolution R-04544), and certified by the City Council on February 12, 2014 (City Council Resolution R-308724) and July 14, 2014 (City Council Resolution R-309115); and, the Final Supplemental Environmental Impact Report for the Downtown San Diego Mobility Plan certified by the City Council on June 21, 2016 (Resolution R-310561). The environmental impacts of the proposed uses were adequately addressed in the Downtown FEIR; the uses are within the scope of the development program described in the Downtown FEIR and are adequately described within the

Downtown FEIR for the purposes of CEQA; and, none of the conditions listed in CEQA Guidelines Section 15162 exist. Therefore, no further environmental documentation is required under CEQA. The current, proposed agreement for services and Memorandum of Understanding is not a separate “project” for purposes of CEQA pursuant to CEQA Guidelines Section 15378(a) because the funding action does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, in comparison to the Project for which the Development Services Department has determined that the CEQA exemption applies.

The City of San Diego, as responsible entity, is anticipated to conduct a limited Environmental Review of this Project for the use of CDBG funds. The Housing Commission hereby issues an advisory opinion that the activities contemplated herein, relating to the operation of the facilities, is categorically excluded from the National Environmental Policy Act pursuant to Section 58.35(b)(2) and (3) and exempt per Section 58.34(a)(3) and (4) of Title 24 of the Code of Federal Regulations. The activities contemplated herein related to tenant improvements are categorically excluded subject to Section 58.5 pursuant to Section 58.35(A)(3)(iii) and convert to exempt under Section 58.34(a)(12). A final Environmental Review will be completed by the City prior to any approval of this action by the Housing Authority and a copy of the Environmental Review will be placed on file in the Environmental Review Record. Since this action is merely advisory and no contract can be executed, unless and until approved by the Housing Authority of the City of San Diego, taking this preliminary advisory action without a final NEPA review is not a choice limiting action. The contract will NOT be signed unless and until the City of San Diego has made the appropriate NEPA determination, through an exclusion to an exemption, or, through another appropriate determination. If such a determination is not achieved, this agreement will not be executed.

Respectfully submitted,



Lisa Jones
Vice President
Homeless Housing Innovations

Approved by,



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

Attachments:

1. Draft Agreement
2. Draft Memorandum of Understanding

Hard copies are available for review during business hours at the security information desk in the main lobby and the fifth floor reception desk of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials in the “Public Meetings” section of the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR HOUSING NAVIGATION CENTER
WITH
FAMILY HEALTH CENTERS OF SAN DIEGO, INC.

Contract No. HHI-18-22

THIS AGREEMENT, entered into this ____ day of November 2018,

between the Commission:

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

and the Contractor:

FAMILY HEALTH CENTERS OF SAN DIEGO
823 Gateway Center Way
San Diego, CA 92102
619-515-2301

is as follows:

101. DESCRIPTION OF WORK

Contractor shall provide the Operational Support and Supportive Services for the Housing Navigation Center for the Commission as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4
5. Additional Prevailing Wage Terms, Contract Attachment No. 5
6. Census Block 7.29.14, Incorporated for Reference, Contract Attachment No. 6

103. TIME OF PERFORMANCE

- a. Initial Term

All services required pursuant to this Agreement shall commence effective December 1, 2018, through November 30, 2019.

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 Four (4) 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 225. Option periods and funding amounts are as follows:

Option Period 1:	December 1, 2019 through November 30, 2020	\$1,550,000
Option Period 2:	December 1, 2020 through November 30, 2021	\$1,550,000
Option Period 3:	December 1, 2021 through November 30, 2022	\$1,550,000
Option Period 4:	December 1, 2022 through November 30, 2023	\$1,550,000

Only one (1) 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 depended upon the availability of funds and budget approval by the Housing Authority of the City of San Diego ("Housing Authority"). The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Any option extended beyond an initial three year term must be approved by action of both the Housing Commission Board and Housing Authority.

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 225 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 One Million Eight Hundred Fifty and No/100 Dollars (\$1,850,000.00) which includes Three Hundred Thousand and No/100 Dollars (\$300,000) for tenant improvements for December 1, 2018 – November 30, 2019. 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.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego (“Housing Authority”) fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

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 Sources

Funding for this Agreement will be provided by the City of San Diego through SDHC subject to budgetary availability as follows:

FUNDING SOURCE	December 1, 2018 – November 30, 2019	December 1, 2019 – November 30, 2020	December 1, 2020 – November 30, 2021	December 1, 2021 – November 30, 2022	December 1, 2022 – November 30, 2023
CDBG	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
General Fund	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Low and Moderate Income Housing Fund	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
TOTAL	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000

The City is providing \$300,000 in CDBG funds for tenant improvements in addition to the funding above in the first year (December 1, 2018 – November 30, 2019).

All requirements of the applicable Federal, State, Local, or private funding sources apply including, but not limited to, basic program regulations governing management and financial systems for the CDBG program are disseminated by the Federal government in 24 CFR Part 570, Subparts J and K.

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.

DRAFT

Signature Page to Agreement for Operational Support and Supportive Services at the Housing Navigation Center with FAMILY HEALTH CENTERS OF SAN DIEGO, INC. (Contract No. HHI-18-22):

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

Contractor:
FAMILY HEALTH CENTERS OF SAN DIEGO, INC.

By: _____
Fran Butler-Cohen
CEO

Date: _____

Commission:
SAN DIEGO HOUSING COMMISSION

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

Date: _____

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

Date: _____

Approved as to Form:
Christensen & Spath LLP

By: _____
Charles B. Christensen
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. 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.

(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 Commission), 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.

(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 contract 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 contract 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

1) 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.

- (t) 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.

Specifically, in addition to, and not in lieu of other, applicable laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements and policies of federal, state

and local governments, the Contractor shall comply with the following land use requirements for the operation of the Navigation Center:

- a. Lighting shall be provided to illuminate the interior of the Housing Navigation Center, façade, and adjacent public right-of-way in a manner deemed suitable by the San Diego Police Department to enhance security of the facility;
- b. The Housing Navigation Center and adjacent public right-of-way shall be maintained in a manner that discourages and addresses instances of litter and graffiti; and
- c. Overnight accommodations shall not be permitted.

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 termination 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 Contractor or potential subcontractor. Contractor shall not recommend or specify any product, supplier, or subcontractor 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 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) Nothing in this section shall be interpreted to hold Contractor liable for the 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 require 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

Subcontractor 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. Living Wage Ordinance.

Contractor shall comply with the provisions of the Living Wage Ordinance, codified in San Diego Municipal Code sections 22.4301 et seq. in performing its obligations and/or duties under this Agreement.

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 1-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 216(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. 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.

222. 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 CDBG programs and activities.

223. 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(t)). Prior to the execution of this Agreement, Contractor shall complete the EBO Certification of Compliance and provide it to the 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.

224. 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 CDBG 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.

225. Other Program Requirements

Contractor shall comply with all federal laws and regulations described in 24 CF 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.

226. Labor Provisions

It is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

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

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

227. 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.

228. 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).

229. 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.

230. 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.

231. Religious Activities

Contractor shall comply with all applicable HUD requirements governing the use of CDBG 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).

232. Section 3 Contract Clauses

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR

part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

233. Reversion of Assets.

Upon the expiration, breach, or termination of this Agreement, Contractor agrees that Commission may reallocate all 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 the Commission shall determine in its sole discretion. Commission may procure alternative and/or additional Contractors to perform work using the CDBG funds in compliance with Commission's Procurement Policy and in compliance with the terms of the FY 2016 CDBG Agreement between the City of San Diego and Commission utilizing the reallocated Compensation and accounts receivable if any.

234. 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.

235. 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.

236. 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.

237. 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.

238. Plan of Operation

The Contractor shall submit to the Contracting Officer or designee a complete plan of operations w within 45 days of contract execution. The Contractor is responsible for notifying the Contracting Officer or designee of any changes to the plan of operations.

239. 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.

240. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

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

as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (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.

241. 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.

242. 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.

243. 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.

244. 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.

245. 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.

246. 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.

247. 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.

248. Termination

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

249. 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.

250. 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.

251. 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.

252. 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.

253. 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.

254. 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.

255. 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.

256. 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.

257. 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.

258. 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.

259. Headings

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

260. Exhibits Incorporated

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

DRAFT

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") comprehensive approach to ending homelessness, Family Health Centers of San Diego, Inc. (the "Contractor") will operate the Housing Navigation Center (the "Program"). The Program's objective is to serve as an entry point for the Coordinated Entry System (CES), provide core services to address housing crises, and help participants access a range of mainstream services that impact housing stability, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

2. PROGRAM SITE LOCATION

The Contractor will operate the Program at 1401 Imperial Avenue, San Diego, CA 92101. The Program will operate seven days per week during the following hours:

Monday through Friday:	7:00AM – 7:00PM
Saturday and Sunday:	8:00AM – 12:00PM

Scheduled operating hours are subject to change based upon demand and at the discretion of the San Diego Housing Commission (the "Commission").

PROGRAM DESCRIPTION

The Program will serve as an entry point to the Coordinated Entry System, providing core services to address housing crises; provide onsite intake, assessment, triage, and referrals for permanent housing opportunities to individuals, families, and youth experiencing homelessness in the City, as well as exploring and maximizing opportunities to access other longer term housing interventions to best meet client needs. The Contractor will provide crisis management, and assist participants in identifying immediate housing solutions and accessing mainstream benefits that are important to addressing issues impacting housing stability. The Contractor will also work with partnering agencies for permanent housing and supportive service program linkages. All services shall be provided at no cost to participants.

The Program design will effectively serve participants in a welcoming and solutions-focused environment. The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model, which does not require sobriety. All services must be easily accessible and evaluated for effectiveness on a regular basis.

The Contractor will adhere to all Continuum of Care (CoC) and Regional Task Force on the Homeless (RTFH) performance standards and requirements, including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System

3. PROGRAM SERVICES

a. *Target Population/Geographical Area*

The Program will target individuals, families, and youth experiencing homelessness, residing in the City of San Diego.

b. *Persons Served*

During the term of this Agreement, unless terminated earlier, Contractor will serve persons who meet the program eligibility criteria as described in section c. below.

c. *Program Eligibility*

- 1) Each Program participant will be:
 - a) Certified as homeless using the U.S. Department of Housing & Urban Development (HUD) definition and preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred;
 - b) Assessed using the common assessment tool (CAT) adopted by RTFH during Program participation; and
 - c) Residing in the City of San Diego.
- 2) Provide a Housing First program with low barriers to entry and operations, that embraces the following assumptions in alignment with the Regional Task Force on the Homeless Community Standards;
 - a) All people can achieve housing stability in permanent housing with the right supports
 - b) Everyone can be “housing ready”
 - c) Improved quality of life, health, mental health, and employment can be achieved through housing
 - d) All clients have the right to self-determination, dignity and respect
 - e) The configuration of housing and services should be based on participants’ needs and preferences.
- 3) In alignment with Housing First principles, the following criteria may not be used to determine Program eligibility:
 - a) Sobriety and/or commitment to be drug-free;
 - b) Requirements to take medication if the participant has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;

f) Identification.

d. ***Program Components***

- 1) Provide a Housing First program with low barriers to entry and operations;
 - a) All assessment for services must be voluntary.
 - b) Enrollment in the Center cannot be predicated on any mandatory requirements to participate in assessments related to identifying service needs related to mental health, physical health, substance abuse or other forms of vulnerability assessments, up to and including the CAT.
 - c) Housing Navigation services will be provided to any person experiencing homelessness that meets the HUD definition as described in Section 3.C.1.a, regardless of participation in the CAT assessment or other forms of assessment.
- 2) Utilize shelter diversion strategies, as recommended by RTFH Community Standards¹;
- 3) Ensure Housing Navigators/Case Managers will provide, at a minimum:
 - a) A formal intake and assessment process, as defined by Program policies and procedures;
 - b) Administration of CAT adopted by RTFH, when needed;
 - c) Assist with locating appropriate and affordable permanent housing, as established by RTFH community standards;
 - d) Assist with identifying housing solutions outside of the CES, if placement into PSH is unlikely and/or based on client choice;
 - e) Assist with housing applications and supportive and subsidized housing paperwork;
 - f) Assist individuals experiencing homelessness identify immediate housing solutions, provide crisis management, access mainstream benefits (i.e. Supplemental Security Income, Social Security Disability Insurance, DMV, Count, etc.) that are important to addressing issues impacting housing stability;
 - g) Advocate for participants with prospective landlords;
 - h) Provide housing stability planning, case conferencing and information and referral services;

¹ “Regional Task Force on the Homeless Community Standards”, page 6; <http://www.rtfhsd.org/about/governance-documents/>

- 4) Coordinate outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including streets, parks, campsites, abandoned buildings, cars, and other places not meant for human habitation, with the goals of:
 - a) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - b) Determining diversion opportunities or housing interventions outside of CES when appropriate.
 - c) Administering the CAT, or referring individuals to assessment sites, to enroll participants in CES;
 - d) Maintaining contact with known individuals at least every two weeks;
 - e) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
 - f) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
 - g) Maintaining documentation of outreach efforts and participants' choice to accept or refuse resource referrals/opportunities;
- 5) Coordinate with and make referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
- 6) Work with partnering agencies for permanent and long term housing interventions and supportive program linkages;
- 7) Report all suspected criminal activity to law enforcement and notification to City's Environmental Services Department (ESD) to mitigate related issues;
- 8) Form a Neighborhood Advisory Committee, and hold meetings on a monthly basis to provide opportunity for neighborhood input and communication;
- 9) Attend quarterly meetings with community and other neighborhood groups, as directed by the Commission;
- 10) Basic Services, including but not limited to:
 - a) Restrooms and wash stations, in an ADA-compliant environment;
 - b) Mail services;
 - c) Telephone access and message services, including an ADA-compliant telephone

- 11) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.

e. ***General Standards***

In addition to activities set forth in the Budget attachment to this agreement as Contract Attachment No. 3, incorporated herein, the Contractor will:

- 1) Provide adequate staffing with appropriate on-going training for service delivery and data analysis;
- 2) Develop and maintain a fire escape emergency plan, and fire watch; Contractor
- 3) Designate a point-of-contact who is available at all times to address issues that may arise at the Program and coordinate security issues with the San Diego Police Department;
- 4) Provide appropriate policies and procedures for Program operations including low barrier facility rules, which will be displayed on site at all times, and various means for participants to provide feedback to and input into the Program;
- 5) Maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol;
- 6) Conduct data entry, analysis and reporting in the RTFH-approved HMIS; and
- 7) Comply with all terms of the lease of the Program site.
- 8) Addition of program services, leveraged through partnerships or funded through other means, that are outside of the program scope as described herein must be pre-approved by the Housing Commission designee.

f. ***Property Management***

In addition to activities set forth in the Budget attachment to this agreement as Contract Attachment No. 3, incorporated herein, the Contractor will:

- 1) Enter into a no cost lease or other real property agreement with the City of San Diego for the Premises.
- 2) Maintain a secure and healthful environment for delivery of all services;
- 3) Perform tenant improvements, including ADA compliance, as necessary and in accordance with HUD Procurement and Labor Compliance guidelines as approved by the Housing Commission and the City;

- 4) Appoint a Construction Manager to oversee the construction and act as a liaison to the Housing Commission as it relates to the tenant improvements;
- 5) Provide for:
 - a) Operating supplies;
 - b) Site control;
 - c) Prompt maintenance and repair;
 - d) Utilities;
 - e) Security;
 - f) Janitorial Services;
 - g) Waste removal and disposal; and
 - h) Other Center related items as referenced within the Agreement
- 6) Provide secure entry/exit for clients and service providers to be monitored by Center staff;
- 7) Maintain the Center, at all times, in an orderly and vermin-free condition;
- 8) Make efforts to ensure participants do not queue, litter, or loiter within a one-block radius of the Program site, maintain the Program site at all times to be free of litter, debris, and graffiti;
- 9) Comply with Fire Marshal inspections and recertifications as needed; maintain and inspect fire suppression system;
- 10) Provide design specifications for proposed design of intake and client services areas;
- 11) Security costs, limited to the installed alarm system and security patrol will be the responsibility of the Contractor; and
- 12) The City will be responsible for property taxes and insurance for the site;

g. *Coordinated Entry System (CES)*

- 1) The Contractor will participate in CES as established by RTFH and focus on:
 - a) Homeless participants, certified as homeless using HUD's definition and documentation of homelessness, in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, 583); third party certification is preferred;

- b) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program participants, when appropriate; and
 - c) Participation in housing navigation, case conferencing, or other integral components of CES.
- 2) Additional resources and information pertaining to performance, Homeless Management Information System (HMIS), Continuum of Care (CoC) and other topics relevant to CoC programs is available at www.hudexchange.info.
- h. ***2-1-1 San Diego Participation***

The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. 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 the past 12 months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

4. PROGRAM STANDARDS AND PERFORMANCE MONITORING

- a. ***Compliance, Performance Monitoring, and Improvement Activities***
 - 1) Contractor will participate in a third party evaluation, which will be conducted within the first operating year to determine the effectiveness of the program under its current design, identify any areas for improvement and enhanced performance, and establish performance benchmarks and appropriate outcome measurements.
 - 2) The Commission will provide Contractor with training or consultation necessary to carry out service delivery requirements or evaluation.
 - 3) The Commission will monitor compliance and performance related to all aspects of this Agreement. Monitoring will occur through a variety of processes including desk and site review.
 - a) Monitoring reports include Program Updates and Annual Monitoring Report (site review and/or desk audit).
 - b) Contractor will provide a performance improvement plan as requested within 30 calendar days of receiving a report requesting a plan.
 - 4) The Commission will provide data collection tools to the Contractor.
 - 5) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
 - 6) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.

- 7) Contractor must provide the Commission complete policies and procedures related to this Agreement. Contractor must provide substantive updated policies and procedures to the Commission within 60 calendar days of update/revision.

b. ***Housing First***²

In alignment with HUD regulations and guidance, all homeless programming will adhere to Housing First principles as noted below:

- 1) Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
- 2) Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

c. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor will maintain all records required by Title 24 CFR 570.506 pertinent to the activities funded under this Agreement. The Contractor will make available to the Commission, the City, U.S. Government, or other authorized agent(s), all Program-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:

- (1) ***Low/Moderate (L/M) Income Limited Clientele Activity***³: Documentation showing that the activities of the Program are designed to be used exclusively by a segment of the population presumed by HUD to be low/moderate (L/M) income persons. The following groups are currently presumed by HUD to be made up principally of L/M income persons: (a) abused children, (b) elderly persons⁴, (c) battered spouses, (d) homeless persons, (e) adults meeting Bureau of Census definition of severely disabled persons⁵, (f) illiterate adults, (g) persons living with AIDS, and (h) migrant farm workers.

² United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

³ <https://www.hudexchange.info/onecpd/assets/File/CDBG-National-Objectives-Eligible-Activities-Chapter-3.pdf>;

Title 24 CFR §570.208(a)(2)(i)(A)

⁴ “Elderly Person” is defined as a person who is at least 62 years of age.

⁵ Persons are classified as having a severe disability if they: (a) use a wheelchair or had used another special aid for six months or longer; (b) are unable to perform one or more “functional activities” or need assistance with an “ADL or IADL;” (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

- (a) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- (b) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

2) *Homeless Management Information System (HMIS)*

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

d. *Mandatory Attendance*

Throughout the year the Commission will host quarterly roundtable meetings where providers can share challenges, ask for the Commission clarification, and share best practices. This also includes, but is not limited to, attending the Fiscal Year Kickoff Workshop.

5. PROGRAM OUTCOMES

- a. The Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission and/or the City. All monthly reporting is due to the Commission within 15 calendar days of the end of the reporting period. Failure to submit monthly reports within 15 calendar days of the end of the reporting period may result in an action of noncompliance.
- b. Pursuant to federal requirements ⁶, the Program objective, outcome, and indicator is defined as follows (**Check only one of the options below for each area**):

- | | | |
|---------------------|---|--|
| Objective Category: | <input checked="" type="checkbox"/> Suitable Living Environment | |
| | <input type="checkbox"/> Decent Housing | |
| | <input type="checkbox"/> Economic Opportunity | |
| Outcome Category: | <input checked="" type="checkbox"/> Availability/Accessibility | |
| | <input type="checkbox"/> Affordability | |
| | <input type="checkbox"/> Sustainability | |
| Outcome Indicator: | <input checked="" type="checkbox"/> People | <input type="checkbox"/> Public Facilities |
| | <input type="checkbox"/> Households | <input type="checkbox"/> Housing Units |
| | <input type="checkbox"/> Businesses | <input type="checkbox"/> Jobs |
| | <input type="checkbox"/> Organizations | <input type="checkbox"/> Other |

⁶ https://www.hud.gov/sites/documents/20516_CH06.PDF

- c. If stated benchmarks are not met, Contractor may be required to submit a performance improvement plan in a form and format determined by the Commission.
- d. For the Agreement term, the Contractor will ensure the following primary Program outcomes and standards:

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
Number of Persons Served	Persons Served	Reporting Only
Low Barrier to Entry	Persons Meeting any HUD-Defined Category of Homelessness ⁷	100%
Data Quality	RTFH Performance Standards and Requirements for HMIS	100%
Access to Community, Mainstream Resources, and Services to Move to Permanent Housing	Connecting Participants to Housing Navigators	100% of Participants connected to a Housing Navigator within 90 days of completed CAT
	Participants working with a Housing Navigator are “Housing Ready”	100% of Participants working with a Housing Navigator are “Housing Ready” within 60 days of being connected to a Housing Navigator
	Resource Referrals	Reporting Only
	Number of Participants Linked to Community Support Services	
Efficient and Effective Use of Community Resources	Spending	100% spend-down of awarded funds
System Coordination	# of Participants in Need of a Housing Navigator	Reporting Only
	# of Participants Working with a Housing Navigator	
	# of “Housing Ready” Participants in need of a CES	

⁷ RTFH Community Standards: <http://www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf>, pages 36-40; see also https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

	Permanent Housing Resource Match	
	# of Declined Matches by a Housing Navigator or CES Permanent Housing Resource	
	# of Participants placed into permanent housing through CES	
	# of Participants placed into permanent housing outside of CAT Recommendation	
	# of Participants placed into permanent or longer term housing outside of CES	
	Average time to permanent housing placement for Participants	
	# of Participants back-matched (please refer to CES Policies & Procedures) or self-assigned to Housing Navigator or permanent housing resource in CES	
	# of Participants referred from Bridge Shelter Outreach Teams	
	# of Participants referred from Transitional Storage Center(s)	
	Critical Incident Reports	
	Participant Demographics	
	VI-SPDAT Distribution of Participants	
	Participant Satisfaction	
	# of Participants linked to community support services	

6. **SUBSEQUENT FUNDING**

All time limits stated in the Agreement documents are of the essence of the Agreement. The term of the Agreement will be a one (1) year period. Renewal options are contingent upon future funding availability and Program performance. Execution of option years may be determined by

Program performance in the preceding year. If the Contractor does not achieve stated outcomes, Agreements may not be renewed and those funds may be reprogrammed.

7. REVERSION

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

8. MEDIA/COMMUNICATIONS

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

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

9. CLOSE-OUTS

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

10. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless⁸	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>

⁸ <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

Community Development Block Grant	The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.
Continuum of Care⁹	The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System¹⁰	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.</p> <p>The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.</p>
Critical Incident Report	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.

⁹ <https://www.hudexchange.info/programs/coc/>

¹⁰ <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

Diversion¹¹	A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.
Emergency Shelter	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Grant Match	Matching funds are funds set to be paid in equal amount to funds available from other sources.

¹¹ <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf>

<p>Homeless¹²</p>	<p><u>Category 1:</u> Individual or Family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. <p><u>Category 2:</u> Individual or family who will imminently lose their primary nighttime residence, if:</p> <ul style="list-style-type: none"> • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. <p><u>Category 3:</u> Unaccompanied youth under 25 years of age, or families with Category 3 children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> • Are defined as homeless under the other listed federal statutes; • Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; • Have experienced persistent in stability as measured by two moves or more in the preceding 60 days; and • Can be expected to continue in such status for an extended period due to special needs or barriers. <p><u>Category 4:</u> Any individual or family who:</p> <ul style="list-style-type: none"> • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.
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¹² <http://www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf>

Homeless Assistance Standards	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego. ¹³
Homeless Emergency Assistance and Rapid Transition to Housing Act¹⁴	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System¹⁵	The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness.
Housing First	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.

¹³ http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf

¹⁴ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

¹⁵ <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

McKinney-Vento Act¹⁶	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing¹⁷	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team¹⁸	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.
San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all.

¹⁶ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

¹⁷ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

¹⁸ <http://www.comresearch.org/pert.php>

U.S. Interagency Council on Homelessness	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a participant has high, moderate, or low acuity. The use of this survey can help prioritize which participants should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.

CONTRACT ATTACHMENT NO. 3 **BUDGET**

FAMILY HEALTH CENTERS OF SAN DIEGO, INC.									
San Diego Housing Commission RFP # HHI-18-22: Housing Navigation Center									
Budget Period: July 1, 2019 - June 30, 2023									
			FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL PROJECT REQUEST	TOTAL FHCS IN-KIND PROJECT COST
A. Personnel	FTE	Salary							
Director of Special Populations	3%		In kind	In kind	In kind	In kind	In kind	-	
Director of Mental Health	5%		In kind	In kind	In kind	In kind	In kind	-	
Psychiatrist	5%		In kind	In kind	In kind	In kind	In kind	-	
Associate Director, Homeless Services	70%	90,000	63,000	65,520	68,141	70,866	73,701	341,228	-
Site Coordinator (SC)	100%	60,000	60,000	62,400	64,896	67,492	70,192	324,980	-
Nurse Practitioner	75%	100,000	50,000	78,000	81,120	84,365	87,739	381,224	-
Medical Assistant/CPT	75%	42,000	21,000	32,760	34,070	35,433	36,851	160,114	-
Substance Use Disorder Counselor	50%	42,000	21,000	32,760	22,714	23,622	24,567	124,663	-
Homeless Outreach Navigator 1	90%	36,000	32,400	33,696	35,044	36,446	37,903	175,489	-
Homeless Outreach Navigator 2	95%	38,000	36,100	37,544	39,046	40,608	42,232	195,530	-
Homeless Outreach Navigator 3	100%	40,000	40,000	41,600	43,264	44,995	46,794	216,653	-
Homeless Outreach Navigator 4	100%	40,000	40,000	41,600	43,264	44,995	46,794	216,653	-
Homeless Outreach Navigator 5	100%	40,000	40,000	41,600	43,264	44,995	46,794	216,653	-
Homeless Outreach Navigator 6	100%	40,000	40,000	41,600	43,264	44,995	46,794	216,653	-
Homeless Outreach Navigator 7	100%	40,000	40,000	41,600	43,264	44,995	46,794	216,653	-
Engagement Specialist (Outreach-HCH) 8	50%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach-HCH) 9	50%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach-HCH) 10	50%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach-HCH) 11	50%		In kind	In kind	In kind	In kind	In kind	-	
Case Manager-HCH 12	50%		In kind	In kind	In kind	In kind	In kind	-	
Case Manager-HCH 13	50%		In kind	In kind	In kind	In kind	In kind	-	
Case Manager-HCH 14	50%		In kind	In kind	In kind	In kind	In kind	-	
Case Manager-HCH 15	50%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 16	30%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 17	30%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 18	30%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 19	10%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 20	10%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 21	10%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 22	10%		In kind	In kind	In kind	In kind	In kind	-	
Engagement Specialist (Outreach) 23	10%		In kind	In kind	In kind	In kind	In kind	-	
Care Coordinator-Specialty/Certified Enrollment Specialist	100%	36,000	36,000	37,440	38,938	40,495	42,115	194,988	-
Peer Support Specialist	100%	32,000	32,000	33,280	34,611	35,996	37,435	173,322	-
Intake Service Representative/Data Entry	100%	35,000	35,000	36,400	37,856	39,370	40,945	189,571	-
Senior Software Engineer	20%	95,000	19,000	19,760	-	-	-	38,760	-
Software Engineer I	60%	67,500	40,500	28,080	16,427	17,084	17,767	119,858	-
* HCH - Health Care for the Homeless									
Business Analyst II	20%	53,456	10,887	11,119	11,564	12,026	12,507	58,103	-
Driver, Service Shuttle	100%	31,200	31,200	32,448	33,746	35,096	36,500	168,990	-
Security Guard (12 hrs x 3days + 4hrs x 1 day = 40hrs/week)	100%	31,200	31,200	32,448	33,746	35,096	36,500	168,990	-
Security Guard (12 hrs x 2days + 4hrs x 1 day = 28hrs/week)	70%	31,200	21,840	22,714	23,622	24,567	25,550	118,293	-
Janitor/Day Porter (12 hrs x 3days + 4hrs x 1 day = 40hrs/week)	100%	31,200	31,200	32,448	33,746	35,096	36,500	168,990	-
Janitor/Day Porter (12 hrs x 2days + 4hrs x 1 day = 28hrs/week)	70%	31,200	21,840	22,714	23,622	24,567	25,550	118,293	-
Subtotal Personnel			829,167	894,331	870,861	865,201	858,862	4,318,422	1,306,142
B. Fringe Benefits									
Fringe Benefits @ 21.2%			175,783	189,598	184,623	183,423	182,079	915,506	276,902
Subtotal Personnel + Fringe Benefits			1,004,950	1,083,929	1,055,484	1,048,624	1,040,941	5,233,928	1,583,044
C. Travel									
Local Mileage reimbursement for Program Management and Direct Service staff (250 mi/mo/staff*10.8 FTE * \$0.50/mi)			16,200	16,200	16,200	16,200	16,200	81,000	-
Subtotal Travel			16,200	16,200	16,200	16,200	16,200	81,000	-
D. Equipment									
E. Supplies									
Consumable supplies. (bandages, latex gloves, hand sanitizer, face masks, etc.) Estimated at \$44.00 to \$50.06 x 800 clients.			35,200	35,839	37,187	38,565	40,055	186,846	-

FAMILY HEALTH CENTERS OF SAN DIEGO, INC.									
San Diego Housing Commission RFP # HHI-18-22: Housing Navigation Center									
Budget Period: July 1, 2019 - June 30, 2023									
							TOTAL		TOTAL
							PROJECT	FHCSD	PROJECT
							REQUEST	IN-KIND	COST
			FY 2019	FY 2020	FY 2021	FY 2022	FY 2023		
Pharmaceuticals (antibiotics, lice and scabies treatment) and Vaccines (flu, booster, HAV, HBV, shingles, etc.) to be administered or dispensed during clinic visits. Estimated at \$25 per visit x 800 visits.			-	-	-	-	-		-
Consumable Lab supplies (tubes, syringes, specimen cups, Controls, reagents) estimated at \$200/month.			-	-	-	-	-		-
Office Supplies (pens, paper clips, calculators, printer cartridges, paper, storage bins), Printing and publications (printing of program related materials), Educational Materials (including brochures, workbooks, videos, curriculums). Estimated at \$500/month.			6,000	6,240	6,490	6,750	7,020	32,500	32,500
Office and other consumable supplies (pens, paper clips, calculators, printer cartridges, paper, storage bins). Estimated at \$500 per month x 12 months.			-	-	-	-	-		-
RFID enabled wearable technology for tracking clients service utilization - (4,500 @ \$1.29)			5,805					5,805	5,805
Minor Equipment (Navigators fieldwork) - Computer tablets with keyboards and docking stations for each Navigator (6), the Care Coordinator (1), to be used for off-site assessments/data entry and mobile on-site assessments/Data entry (7 @ \$1,613). Cell phones Navigators, Manager and Driver (8 @ \$500)			15,291					15,291	15,291
Minor Equipment (Staff HNC workstations)- PCs for new staff with stationary workstations (8 @ \$1,200); desk (8 @ \$450), chair (8 @ \$259), Guest chair (8 @ \$150) and locking cabinet (8 @ \$350) for each staff with stationary workstations.			16,472					16,472	16,472
Minor Equipment (Telecommunication) - T46G IP Telephones (15 @ \$310), TGW 4x4 Gateway (4-analog port x 4-trunk 911 fail over) (1 @ \$400), Yealink CP860 IP Conference Phone w/extension MICS (3 @ \$350), IP Phone License non-Tadiran (3 @ 60), Maintenance (\$400).			6,680					6,680	6,680
Minor Equipment (Center) - Urisys Analyzer (\$688), Barcode scanner for Urisys (\$575), Label Printer - Zebra GC420t (\$339), Printer (\$239), Label Barcode scanner - Symbol LS-2208 (\$147), GLU (\$1,206), HGB (\$990), and Veritor Analyzer (\$301).			4,585					4,585	4,585
Minor Equipment - Station (\$2,000), Mobile station (Altus CLIO LCD cart w/ Lithium battery (\$4,245); utility basket (\$100), and behind the monitor CPU and tethered scanner mount (\$92), tables (2 @ \$1,000), scale (\$375), refrigerator (\$1,250) and freezer (\$1,100), miscellaneous (1 guest chairs, pneumatic stool, light, BP cuff, waste cans (\$ 5,500), Exam Room Wall Mount (2 @ \$570), 2 PC bundles (2 @ \$1,070), wireless PC for mobile cart (\$935).			23,227					23,227	23,227
Minor Equipment (Registration & Common Areas) - Label Printers (\$633), Barcode Scanner (\$160), Fujitsu Scanner (\$910), MagTek Reader (\$44), Kiosk Tablets (15, 8GB) - (5 @ \$ 1,133), Kiosks (5 @ \$100), Wireless PC for Dashboards (\$787), PC bundles (2 @ 1,070), timeclock (\$4900)			15,739					15,739	15,739
Minor Equipment - Wi-Fi connectivity for staff and visiting providers (secured) and participants (unsecured)			10,000					10,000	10,000
Minor Equipment (Training rooms) - Laptop (2@ \$882), Overhead Projector (2 @ \$685), Ceiling mount (2 @ \$100), Conference call phones (3 @ \$456)			4,702					4,702	4,702
Subtotal Supplies			148,701	42,079	43,677	45,315	47,075	321,847	321,847
F. Contract									
Legal Aid Society of San Diego									
UCSD Community Psychiatry Program Consultant			40,000	20,000	20,000	20,000	20,000	120,000	120,000
Leslie Lewis			??	??	??	??	??	-	-
Subtotal Contract			40,000	20,000	20,000	20,000	20,000	120,000	120,000
G. Construction - Start Up Cost			300,000	-	-	-	-	300,000	524,194
H. Other									
Client Incentives: \$5 Intake (500 participants) + \$5 per station (6 stations) (500 participants) + 6 bus passes (\$7.50 each) (250 participants).			28,750	28,750	28,750	28,750	28,750	143,750	148,750

FAMILY HEALTH CENTERS OF SAN DIEGO, INC.									
San Diego Housing Commission RFP # HH-18-22: Housing Navigation Center									
Budget Period: July 1, 2019 - June 30, 2023									
							TOTAL		TOTAL
							PROJECT	FHCSO	PROJECT
							REQUEST	IN-KIND	COST
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023			
Training staff development (training on Motivational Interviewing, Trauma Informed Care)		10,000	10,400	10,816	11,249	11,699	54,164		54,164
Reference Lab services		1,000	1,040	1,082	1,125	1,170	5,417		5,417
Telecommunications (wifi, telephones and pagers, T-1 lines to site for computer network, \$1,000/month)		12,000	12,480	12,979	13,498	14,038	64,995		64,995
Internet service for tablets. 7 tablets @ \$10/month		840	874	909	945	983	4,551		4,551
Utilities (gas, electricity, water and waste removal) \$4,000 per mo.		48,000	49,920	51,917	53,994	56,154	259,985		259,985
License Fees, HMIS (8 @ \$125), IP Phone License non-Tadran (3 @ \$60/year), Uriscys Interface License - Orchard/Lab (\$2,050 one time)		3,230	-	-	-	-	3,230		3,230
Copier Lease, \$400 / month		4,800	4,992	5,192	5,400	5,616	26,000		26,000
Cleaning supplies - Laundry detergent, cleaning spray, disinfectant etc. Estimated at \$200 per month		2,400	2,448	2,534	2,625	2,728	12,733		12,733
PMS Janitorial (8,000 sq. ft @ .18 X 12 months)		17,280	17,626	17,979	18,339	19,073	90,297	-	90,297
Lab Courier Service (\$12,276)		12,276	12,522	12,960	13,414	13,951	65,123	-	65,123
Pest control services (\$300/month)		3,600	3,672	3,801	3,934	4,091	19,098		19,098
Waste removal services (\$300/month)		3,600	3,672	3,801	3,934	4,091	19,098		19,098
Document shredding services (\$300/month)		3,600	3,672	3,801	3,934	4,091	19,098		19,098
Subtotal Other		151,376	152,068	156,521	161,139	166,435	787,539	-	787,539
I. Total Direct Charges		1,656,227	1,814,276	1,291,882	1,291,278	1,290,651	6,844,314	1,807,238	8,651,552
J. Indirect Cost									
Indirect Cost Rate @ 15%		197,434	194,142	190,783	190,693	190,599	963,651		963,651
Indirect Cost - Unallowable @ 7% (22% - 15%)								821,926	821,926
Subtotal Indirect Cost		197,434	194,142	190,783	190,693	190,599	963,651	821,926	1,784,537
TOTAL BUDGET		1,853,661	1,508,418	1,482,665	1,481,971	1,481,250	7,807,965	2,629,164	10,429,164

Budget approval is contingent upon the Commission, in its sole discretion, exercising each option year (Years 2-5; 2020, 2021, 2022 and 2023). Each option year is decided separately. The Commission shall not exceed its annual contribution. Any changes to the budget must be in writing and approved by the Commission.

CONTRACT ATTACHMENT NO. 4

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH THE SAN DIEGO HOUSING COMMISSION

The City of San Diego, the San Diego Housing Commission and Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

FAMILY HEALTH CENTERS OF SAN DIEGO, INC.

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Name of Authorized Official

Title

Signature of Authorized Official

Date

CONTRACT ATTACHMENT NO. 5

ADDITIONAL PREVAILING WAGE TERMS

BLENDING PREVAILING WAGE REQUIREMENTS

THIS AGREEMENT IS UTILIZING BOTH LOCAL AND FEDERAL FUNDING WHICH IS CONSIDERED A "BLENDED PROJECT." THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPARING THE TRADE/CRAFT FOR BOTH WAGE DETERMINATIONS AND PAYING THE STRICTER OF THE TWO.

Contractors are required to verify the applicable California Wage Determination in effect at the bid advertised date, February 28, 2018, at, www.dir.ca.gov. All rates applied must be for San Diego County. The following wage determination applies:

General Prevailing Wage Determination: 2018-1 effective February 22, 2018

Contractors **are required to verify each trade with the Davis Bacon Wage Determination in effect at the bid open date, April 12, 2018, 2018**, at, www.wdol.gov.

All rates applied must be for San Diego County. The following wage determination applies:

Davis Bacon Prevailing Wage Determination: MOD 9 date 07/20/2018 (Attached)

An addendum will proceed if David Bacon wage determination is updated 10 days prior to bid opening date.

IF DAVIS BACON PREVAILING WAGES ARE APPLICABLE TO A PROJECT

The General Contractor at the time of an executed contract with San Diego Housing Commission must abide by the provisions located in "General Conditions" of the RFP. In addition, the provisions will be in effect for all sub/tier contractors and vendors.

IF STATE PREVAILING WAGES ARE APPLICABLE TO PROJECT (CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.)

A. Contractor shall comply with the prevailing wage requirements and restrictions, obligations, requirements, and penalties of Section 1770 et seq. of the Labor Code, which requires the payment of prevailing wages to appropriate work classifications in all bid specifications and subcontracts.

B. Contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates, which Contractor will post at the job site in a visible location in accordance with Labor Code Section 1773.2

C. Contractor shall comply with the payroll record keeping and availability requirement of Section 1776 of the Labor Code.

D. Contractor shall make travel and subsistence payments and follow holiday schedule in accordance with Section 1773.2 of the Labor Code.

E. Contractor must employ registered apprentice on all public works projects in accordance

with Labor Code 1777.5.

F. Contractor is prohibited from accepting or extracting kickbacks from employees' wages under Labor Code 1778.

G. Upon work completion, Contractor will be required to sign and notarize an Affidavit of Compliance with California Prevailing Law, California Labor Codes Sections 1720-1815, which will be provided by the San Diego Housing Commission.

H. If discrepancies are discovered by either an audit of certified payroll records and/or employee interviews, payment may be withheld until such actions are corrected.

I. The following requirements apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into or after April 1, 2015:

Section 1725.5 requires that Contractor and its subcontractors register and qualify with the State of California Department of Industrial Relations ("DIR") in order to bid on, be listed in a bid proposal for, or engage in the performance of any contract for a public work. In order to register with the DIR, Contractor and its subcontractors must pay an initial nonrefundable registration fee of \$300, pay an annual renewal fee each July 1 thereafter, and provide the specified information to establish eligibility. Contractor and its subcontractors must register with the DIR at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Contractor or its subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in Labor Code § 1720, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform Public Work pursuant to Labor Code § 1725.5 at the time the contract is awarded. A contract entered into with a Contractor or subcontractors who failed to register as required herein shall be subject to cancellation as set forth in Labor Code § 1771.1.

The project is subject to compliance monitoring and enforcement by the DIR, as set forth in Section 1771.4 of the Labor Code. On a monthly basis, the Contractor and its subcontractors shall furnish records, in a format prescribed by the Labor Commission and as specified in Labor Code § 1776, to the Commission and California Labor Commissioner for the following:

- a. Projects for which the initial contract is awarded on or after April 1, 2015. (Labor Code § 1771.4(c)(2)(B))
- b. All projects, whether new or ongoing, on or after January 1, 2016. (Labor Code § 1771.4(c)(2)(D))
- c. Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records. (Labor Code § 1771.4(c)(2)(C))
- d. Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to June 20, 2014. (Labor Code § 1771.4(c)(2)(A))

Contractor shall post job site notices as prescribed by Labor Code § 1771.4(a)(2).

REQUIRED DOCUMENTS:

Items listed below will be required for all contractors at the time of award until project completion.

- Labor Compliance training and forms are due prior to start date
- Apprentices are required if an apprentice-able trade
- No special workweek schedule are allowed (ex. 4/10)
- Certified payroll form A-1-131 and/or Prism will be utilized for submission of certified payroll records

The following Labor Compliance documents are required prior to work commencing onsite. Each document must be an original and signed in “**blue**” ink.

- Authorized Signatory
- Authorization for Payroll Deduction (if applicable)
- List of Trades and/or Crafts
- Fringe Benefit Statement
- Public Works Contract Award Information (DAS140)
- Agreement to Train Apprentice (if applicable)
- Request for Dispatch of Apprentice
- Training Fund Contribution Form (CAC2)
- Notarized Affidavit of Compliance

The award of this public work project (Tenant Improvements) requires all workers employed onsite be paid not less than the specified prevailing wage rates. Each contractor, sub or tier subcontractor shall submit **1 original** and **1 copy** certified payroll report to the San Diego Housing Commission on a **weekly** basis. Each record should be complete, accurate and signed with a wet signature (preferably in blue ink).

In an effort to streamline certified payroll records, Prism software maybe utilized in the future, and additional training will be provided.

Contractor hereby certifies, by the signature affixed to this document, that Contractor will comply with all prevailing wage requirements applicable to this Agreement and any issued project Job Order, Task Order or Purchase Order. Contractor also certifies that it will sign and provide necessary forms including, but not limited to, Labor Compliance documents and payroll records, as required by the Commission for compliance with all prevailing wage laws, as shall hereafter be submitted to the Contractor by the Commission.

CONTRACTOR:

By: _____

Title: _____

Date: _____

LOCALITY: SAN DIEGO COUNTY
DETERMINATION: SDI-2018-1

GENERAL REPAIRING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1772 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DRIVING PROJECTS

CRAFT (JOURNEY LEVEL)				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE				
#	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	TOTAL HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	HOLIDAYS		
#	BRICKLAYER:	2/22/2018	10/31/2018**	A 37.460	8,250	7.600	-	B 0.840	0.100	C 8.0	54.250	D 72.980	D 72.980	91.710	HOLIDAYS	
#	MASON FINISHER	2/22/2018	10/31/2018**	A 28.680	8,250	7.600	-	B 0.750	0.100	C 8.0	45.380	D 59.720	D 59.720	74.060	HOLIDAYS	
#	BRICK TENDER	2/22/2018	10/31/2018**	30.000	7.120	7.000	E 4.190	0.570	0.310	8.0	49.190	F 64.190	G 64.190	79.190	HOLIDAYS	
J	CARPET LAYER:	2/22/2018	12/31/2018**	30.020	4.100	7.940	0.700	0.500	0.440	8.0	43.700	H 58.710	I 58.710	73.720	HOLIDAYS	
J	RESILIENT TILE LAYER	2/22/2018	12/31/2018**	11.000	-	-	0.500	-	-	8.0	11.500	H 17.000	I 17.000	22.500	HOLIDAYS	
J	MATERIAL HANDLER - FIRST SIX MONTHS	2/22/2018	12/31/2018**	11.000	4.100	0.150	0.500	0.100	-	8.0	15.850	H 21.350	I 21.350	28.850	HOLIDAYS	
J	MATERIAL HANDLER - AFTER SIX MONTHS	2/22/2018	03/31/2015*	15.000	7.050	3.000	3.070	0.670	-	8.0	28.790	K 36.290	K 36.290	36.290	HOLIDAYS	
#	DRYWALL FINISHER	2/22/2015														
#	ELECTRICIAN:	2/22/2015														
O	INSIDE WIREMAN, TECHNICIAN	2/22/2018	06/03/2018**	43.250	6.910	4.850	-	0.870	0.240	8.0	57.420	M 79.690	M 79.690	101.970	HOLIDAYS	
O	CABLE SPLICER	2/22/2018	06/03/2018**	44.000	6.910	4.850	-	0.870	0.240	8.0	58.190	M 80.850	M 80.850	103.310	HOLIDAYS	
O	TUNNEL WIREMAN	2/22/2018	06/03/2018**	48.660	6.910	4.850	-	0.870	0.240	8.0	62.990	M 88.050	M 88.050	113.110	HOLIDAYS	
O	TUNNEL CABLE SPLICER	2/22/2018	06/03/2018**	49.410	6.910	4.950	-	0.870	0.240	8.0	63.760	M 89.210	M 89.210	114.650	HOLIDAYS	
O	SOUND AND SIGNAL TECHNICIAN	2/22/2018	06/03/2018**	31.000	6.910	3.840	-	0.780	0.140	8.0	43.600	H 59.560	N 59.560	75.530	HOLIDAYS	
O	STREETLIGHTING, TRAFFIC SIGNAL, UNDERGROUND SYSTEMS JOURNEYMAN	2/22/2018	09/30/2018**	31.460	5.950	1.500	-	0.250	0.170	8.0	40.270	P 56.480	P 56.480	72.680	HOLIDAYS	
O	TECH GRADE 2	2/22/2018	09/30/2018**	26.250	5.950	1.500	-	0.250	0.170	8.0	34.910	P 48.430	P 48.430	61.950	HOLIDAYS	
O	TECH GRADE 3	2/22/2018	09/30/2018**	23.800	5.950	1.500	-	0.250	0.170	8.0	32.380	P 44.640	P 44.640	56.900	HOLIDAYS	
O	TECH GRADE 4	2/22/2018	09/30/2018**	17.100	5.950	-	-	0.250	0.170	8.0	23.980	P 32.790	P 32.790	41.600	HOLIDAYS	
O	TECH GRADE 5	2/22/2018	09/30/2018**	14.400	5.950	-	-	0.250	0.170	8.0	21.200	P 28.620	P 28.620	36.030	HOLIDAYS	
#	FIELD SURVEYOR:															
Q	CHIEF OF PARTY (018.167-010)	2/22/2018	09/30/2018**	48.860	11.450	9.650	E 4.620	1.100	0.150	8.0	75.830	R 100.260	R 100.260	124.690	HOLIDAYS	
Q	INSTRUMENTMAN (018.167-034)	2/22/2018	09/30/2018**	46.360	11.450	9.650	E 4.450	1.100	0.150	8.0	73.160	R 96.340	R 96.340	119.520	HOLIDAYS	
Q	CHAINMAN/ROOMAN (869.567-010)	2/22/2018	09/30/2018**	45.780	11.450	9.650	E 4.400	1.100	0.150	8.0	72.530	R 95.420	R 95.420	118.310	HOLIDAYS	
#	GLAZIER	2/22/2017	09/30/2017**	S 41.550	7.930	9.360	-	0.580	0.350	T 8.0	59.770	U 80.540	U 80.540	101.320	HOLIDAYS	
#	MARBLE FINISHER	8/22/2017	05/31/2018**	V 30.930	9.250	2.830	-	0.870	0.330	8.0	44.210	F 59.670	W 59.670	75.140	HOLIDAYS	
Y	PAINTER															
Y	INDUSTRIAL PAINTER	2/22/2018	06/30/2018**	A 32.520	8.450	3.040	2.200	0.700	0.910	8.0	47.820	Z 64.080	Z 64.080	64.080	HOLIDAYS	
#	PAINTER:															
Y	PAINTER, LEAD ABATEMENT	2/22/2018	06/30/2018**	A 31.120	8.450	3.040	2.050	0.600	0.910	8.0	46.170	Z 61.730	Z 61.730	61.730	HOLIDAYS	
#	PLASTERER	8/22/2017	07/31/2018*	35.610	9.130	4.590	AA 5.650	0.730	0.990	AB 8.0	56.700	Z 74.510	AC 74.510	92.310	HOLIDAYS	
#	PLASTER TENDER	8/22/2017	08/07/2018*	35.050	7.120	6.930	AA 5.120	1.020	0.960	8.0	56.200	AE 73.720	AF 73.720	91.250	HOLIDAYS	
#	PLASTER CLEAN-UP LABORER	8/22/2017	08/07/2018*	32.500	7.120	6.930	AA 5.120	1.020	0.960	8.0	53.650	AE 69.900	AF 69.900	86.150	HOLIDAYS	
#	PLUMBER:															
Y	INDUSTRIAL AND GENERAL PIPEFITTER	2/22/2018	08/31/2018**	AG 49.280	8.160	AH 11.500	AI -	1.950	1.250	8.0	72.140	AK 95.930	AK 95.930	118.100	HOLIDAYS	
AM	SEWER AND STORM DRAIN PIPELAYER	2/22/2018	08/31/2018**	AG 36.380	8.050	AH 8.650	AI -	1.680	1.250	8.0	56.020	AL 73.370	AL 73.370	90.100	HOLIDAYS	
AM	SEWER AND STORM DRAIN PIPE TRADESMAN	8/22/2017	08/31/2018**	AG 18.130	8.050	0.380	-	1.110	1.100	8.0	28.770	AL 36.980	AL 36.980	45.200	HOLIDAYS	
AM	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	2/22/2018	08/31/2018**	AG 47.760	8.160	AH 11.190	AI -	1.280	1.250	8.0	68.640	AM 92.670	AM 92.670	114.080	HOLIDAYS	
AP	LANDSCAPE/IRRIGATION FITTER	2/22/2018	08/31/2018**	V 32.300	8.160	AH 11.500	AI -	1.340	1.050	AL 8.0	54.350	AO 70.500	AO 70.500	85.300	HOLIDAYS	
AP	LANDSCAPE/IRRIGATION TRADESMAN	8/22/2017	08/31/2018**	V 14.110	3.000	AH 0.880	-	0.100	0.850	AL 8.0	18.940	AO 26.000	AO 26.000	33.050	HOLIDAYS	
AP	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2018	03/31/2018**	39.170	9.670	AO 10.840	-	0.470	0.250	8.0	60.400	AO 79.990	AO 79.990	99.570	HOLIDAYS	
ROOFER		2/22/2018	06/30/2018**	AR 30.730	6.670	1.620	-	0.300	0.030	8.0	39.350	AS 53.850	AS 53.850	68.350	HOLIDAYS	

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CHAPTER 1, ARTICLE 1, SECTION 1776, 1777 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DRILLING PROJECTS

		EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE				CONTRACT PROVISIONS		
FE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	HOLIDAYS	SCOPE OF WORK	TRAVEL & SUBSISTENCE	PREDETERMINED INCREASE
3	06/30/2018**	AR 32.230	6.670	1.620	-	0.300	0.030	8.0	40.850	56.100	AS 56.100	X 71.350	HOLIDAYS	SCOPE	TRAVEL	INCREASE
7	06/30/2018**	A 36.880	AT 9.120	AJ 16.580	-	0.830	0.590	AL 8.0	64.000	AK 82.440	AK 82.440	100.880	HOLIDAYS	SCOPE	TRAVEL	INCREASE
7	06/30/2018*	A 27.700	AT 6.210	AJ 1.250	-	0.780	0.540	AL 8.0	36.480	AK 50.330	AK 50.330	64.180	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
7	06/30/2018*	A 13.650	AT 5.810	AZ -	-	0.450	0.540	AL 8.0	20.450	AK 27.270	AK 27.270	34.100	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE
7	08/31/2018**	S 29.750	8.750	3.530	BA -	0.630	0.260	AL 8.0	42.920	F 57.790	BB 57.790	X 72.670	HOLIDAYS	SCOPE	TRAVEL	INCREASE
7	08/31/2018**	S 36.750	9.250	3.680	BA -	0.710	0.260	AL 8.0	50.830	F 69.210	BB 69.210	X 87.580	HOLIDAYS	SCOPE	TRAVEL	INCREASE
7	05/31/2018**	V 25.980	8.430	2.000	-	0.600	0.280	8.0	37.480	F 50.480	W 50.480	X 63.470	HOLIDAYS	SCOPE	TRAVEL	INCREASE
7	05/31/2018**	V 37.760	9.250	6.140	-	0.980	0.370	8.0	54.500	F 73.380	W 73.380	X 92.260	HOLIDAYS	SCOPE	TRAVEL	INCREASE

8/9/2018

<https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9>

General Decision Number: CA180001 07/20/2018 CA1

Superseded General Decision Number: CA20170001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	03/02/2018
5	05/04/2018
6	06/29/2018
7	07/06/2018
8	07/13/2018
9	07/20/2018

07/03/2017

ASBE0005-002

Rates

Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 39.72 20.81

Fire Stop Technician
(Application of Firestopping
all openings

and penetrations in walls,

8/9/2018 <https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9>

floors, ceilings and curtain
walls).....\$ 26.96 17.81

-- ASBE0005-004 07/03/2017

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming,
bagging and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 19.26 11.27

-- BOIL0092-003 03/01/2018

Rates Fringes

BOILERMAKER.....\$ 44.07 33.52

-- BRCA0004-008 11/01/2017

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 37.46 16.69

-- BRCA0018-004 07/01/2017

Rates Fringes

MARBLE FINISHER.....\$ 30.93 12.95
TILE FINISHER.....\$ 25.98 11.23
TILE LAYER.....\$ 37.76 16.37

-- BRCA0018-010 09/01/2017

Rates Fringes

TERRAZZO FINISHER.....\$ 29.75 12.91
TERRAZZO WORKER/SETTER.....\$ 36.75 13.82

-- CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

 -- CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 -- CARP0547-001 07/01/2016

<https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9> 2/25

8/9/2018 <https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9>

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 40.33	17.03
(2) Commercial Building....	\$ 35.10	17.03
(3) Heavy & Highway.....	\$ 40.20	17.03
(4) Residential Carpenter..	\$ 28.08	17.03
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 46.70	17.03
PILEDRIVERMAN.....	\$ 40.33	17.03

 -- CARP0547-002 07/01/2017

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 22.95	18.85
Drywall Stocker/Scraper...	\$ 12.50	12.27
(2) All other work		
Drywall Installer/Lather...	\$ 32.00	17.63
Drywall Stocker/Scraper...	\$ 12.50	12.27

 -- ELEC0569-001 06/04/2018

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 45.25	3%+13.63
Electrician.....	\$ 44.50	3%+13.63

Electricians: (All Other
Work, Including 4
Stories Residential)

Cable Splicer.....	\$ 50.81	3%+13.63
Electrician.....	\$ 50.06	3%+13.63

-- ELEC0569-004 06/04/2018

	Rates	Fringes
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ELECTRICIAN (Sound &
Communications Sound

Technician).....\$ 31.75 3%+11.78

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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-- ELEC0569-005 06/04/2018

	Rates	Fringes
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Sound & Communications

Sound Technician.....\$ 31.75 3%+11.78 SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

-- ELEC0569-006 02/27/2017

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 30.48	3%+7.70
Utility Technician #2.....	\$ 25.45	3%+7.70

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

-- ELEC0569-008 06/04/2018

	Rates	Fringes
ELECTRICIAN (Residential, 1-3		
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8/9/2018 https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9		
Stories).....	\$ 33.38	3%+6.61

-- ELEC1245-001 06/01/2018

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.91
(2) Equipment specialist		
(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead		

& underground
distribution
line equipment).....\$ 45.36 16.74
(3) Groundman.....\$ 34.68 16.36
(4) Powderman.....\$ 49.55 3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving
Day and day after Thanksgiving, Christmas Day

-- ELEV0018-001 01/01/2018

Rates Fringes ELEVATOR

MECHANIC.....\$ 53.85 32.645

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of
service. PAID HOLIDAYS: New Year's Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving
Day, Friday after Thanksgiving, and Christmas Day.

* ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25

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GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional.

Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER

CLASSIFICATIONS POWER EQUIPMENT OPERATORS

CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine

operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar

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type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator;

Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump

operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator;

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Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar

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and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving

equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. And up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-

pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to

and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator;

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Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S,

R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to

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the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E,

MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 -- ENG10012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch ondredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 -- IRON0377-002 01/01/2017

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 29.58	21.59
Ornamental, Reinforcing and Structural.....	\$ 36.00	30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains
 Naval Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
 Center-Goldstone, San Clemente Island, San Nicholas Island,
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S.
 Marine Base - Barstow, U.S. Naval Air Facility - Sealey,
 Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air
Base, Naval Post Graduate School - Monterey, Yermo Marine
Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-- LAB00089-001 07/18/2016

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 29.42	19.78
Group 2.....	\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78

LABORER (RESIDENTIAL
CONSTRUCTION - See
definition below)

(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 26.03	18.11

RESIDENTIAL DEFINITION: Wood or metal frame construction
of single family residences, apartments and condominiums -
excluding (a) projects that exceed three stories over a
garage level, (b) any utility work such as telephone,
gas, water, sewer and other utilities and (c) any fine
grading work, utility work or paving work in the future
street and public right-of-way; but including all rough
grading work at the job site behind the existing right of
way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete
Screeding for Rought Strike-off; Concrete, water curing;
Demolition laborer; Flagman; Gas, oil and/or water
pipeline laborer; General Laborer; General clean-up
laborer; Landscape laborer; Jetting laborer; Temporary
water and air lines laborer; Material hoseman (walls,
slabs, floors and decks); Plugging, filling of Shee-bolt
holes; Dry

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packing of concrete; Railroad maintenance, Repair
Trackman and road beds, Streetcar and railroad
construction trac laborers; Slip form raisers; Slurry
seal crews (mixer operator, applicator operator,

squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellow

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of

material from which the tubular material is fabricated;
No joint pipe and stripping of same; Prefabricated
manhole installer; Sandblaster (nozzleman), Porta shot-
blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes,

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placing and blasting of all powder and explosives of
whatever type, regardless of method used for such
loading and placing; Driller-all power drills,
excluding jackhammer, whether core, diamond, wagon,
track, multiple unit, and any and all other types of
mechanical drills without regard to the form of motive
power.

-- LAB00089-002 11/01/2017

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 30.00	16.47

-- LAB00089-004 07/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 31.63	18.58
Group 2.....	\$ 32.09	18.58
Group 3.....	\$ 32.50	18.58
Group 4.....	\$ 33.34	18.58
Group 5.....	\$ 37.46	18.58

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer,
Landscape Laborer. Asphalt Rubber Material Loader. Boring
Machine Tender (outside), Carpenter Laborer (cleaning,
handling, oiling & blowing of panel forms and lumber),
Concrete Laborer, Concrete Screeding for rough strike-off,
Concrete water curing. Concrete Curb & Gutter laborer,
Certified Confined Space Laborer, Demolition laborer &
Cleaning of Brick and lumber, Expansion Joint Caulking;
Environmental Remediation, Monitoring Well, Toxic waste
and Geotechnical Drill tender, Fine Grader, Fire Watcher,
Limbers, Brush Loader, Pilers and Debris Handlers.
flagman. Gas Oil and Water Pipeline Laborer. Material
Hoseman (slabs, walls, floors, decks); Plugging, filling
of shee bolt holes; Dry packing of concrete and patching;
Post Holer Digger (manual); Railroad maintenance, repair
trackman, road beds; Rigging & signaling; Scaler, Slip-
Form Raisers, Filling cracks on any surface, tool Crib or
Tool House Laborer, Traffic control (signs, barriers,
barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-kold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock

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slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer
- Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer,

Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzelman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

 -- LAB00300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste by hand or with equipment or machinery; scaffolding,

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fabrication of temporary wooden barriers and assembly of decontamination stations.

 -- LAB00345-001 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 41.08	17.39
GROUP 2.....	\$ 40.13	17.39
GROUP 3.....	\$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of

75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen,

Nozzlemen GROUP 2: Gunmen

GROUP 3: Reboundmen

-- LAB01184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -

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removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as

part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

-- LAB01414-003 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 35.50	18.29
PLASTER TENDER.....	\$ 38.05	18.29

Work on a swing stage scaffold: \$1.00 per hour

additional. Work at Military Bases - \$3.00 additional

per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

-- PAIN0036-001 07/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

REPAINT of any previously painted structure.
Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

-- PAIN0036-010 10/01/2017

	Rates	Fringes
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DRYWALL FINISHER/TAPER

(1) Building & Heavy Construction.....	\$ 30.24	16.95
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....		
	\$ 23.50	15.96

 -- PAIN0036-012 10/01/2017

	Rates	Fringes
GLAZIER.....	\$ 42.55	18.57

 -- PAIN0036-019 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.02	13.68

 -- PLAS0200-005 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION:
 \$3.00 additional per hour.

 -- PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	21.12
GROUP 2.....	\$ 27.99	21.12
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II

construction GROUP 3: All other work

 -- PLUM0016-006 07/01/2017

	Rates	Fringes
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PLUMBER,
PIPEFITTER,
STEAMFITTER

Camp Pendleton.....\$ 53.78 21.61
Plumber and
Pipefitter All other
work except

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work on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft.
of floor space and work
on strip malls, light
commercial, tenant
improvement and remodel
work.....\$ 49.28 21.61

Work ONLY on new additions
and remodeling of
commercial buildings,
bars, restaurants, and
stores not to exceed 5,000
sq. ft. of floor space.....\$ 47.76 20.63
Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 36.91 18.96

-- PLUM0016-011 07/01/2017

Rates Fringes

PLUMBER/PIPEFITTER

Residential.....\$ 39.91 17.53

-- PLUM0078-001 07/01/2016

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter..\$ 44.16 25.19
Sewer & Storm Drain Work....\$ 44.16 25.19

-- ROOF0045-001 07/01/2017

Rates Fringes

ROOFER.....\$ 30.73 8.43

-- SFCA0669-001 04/01/2017

Rates Fringes

SPRINKLER FITTER.....\$ 39.17 15.84

-- SHEE0206-001 07/01/2017

Rates Fringes

SHEET METAL WORKER

Camp Pendleton.....	\$ 38.88	26.52
Except Camp Pendleton.....	\$ 36.88	26.52
Sheet Metal Technician.....	\$ 27.70	8.43

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet

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metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

-- TEAM0166-001 07/03/2017

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 15.90	32.69
GROUP 2.....	\$ 23.49	32.69
GROUP 3.....	\$ 23.69	32.69
GROUP 4.....	\$ 23.89	32.69
GROUP 5.....	\$ 24.09	32.69
GROUP 6.....	\$ 24.59	32.69
GROUP 7.....	\$ 26.09	32.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck

under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

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rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----- WAGE

DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage
Determinations Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue,
N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

<https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9 24/25>
[8/9/2018 https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9](https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9 8/9/2018)
<https://www.wdol.gov/wdol/scafiles/davisbacon/CA1.dvb?v=9 25/25>
review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
Wage and Hour Administrator
U.S. Department of Labor

200 Constitution
Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

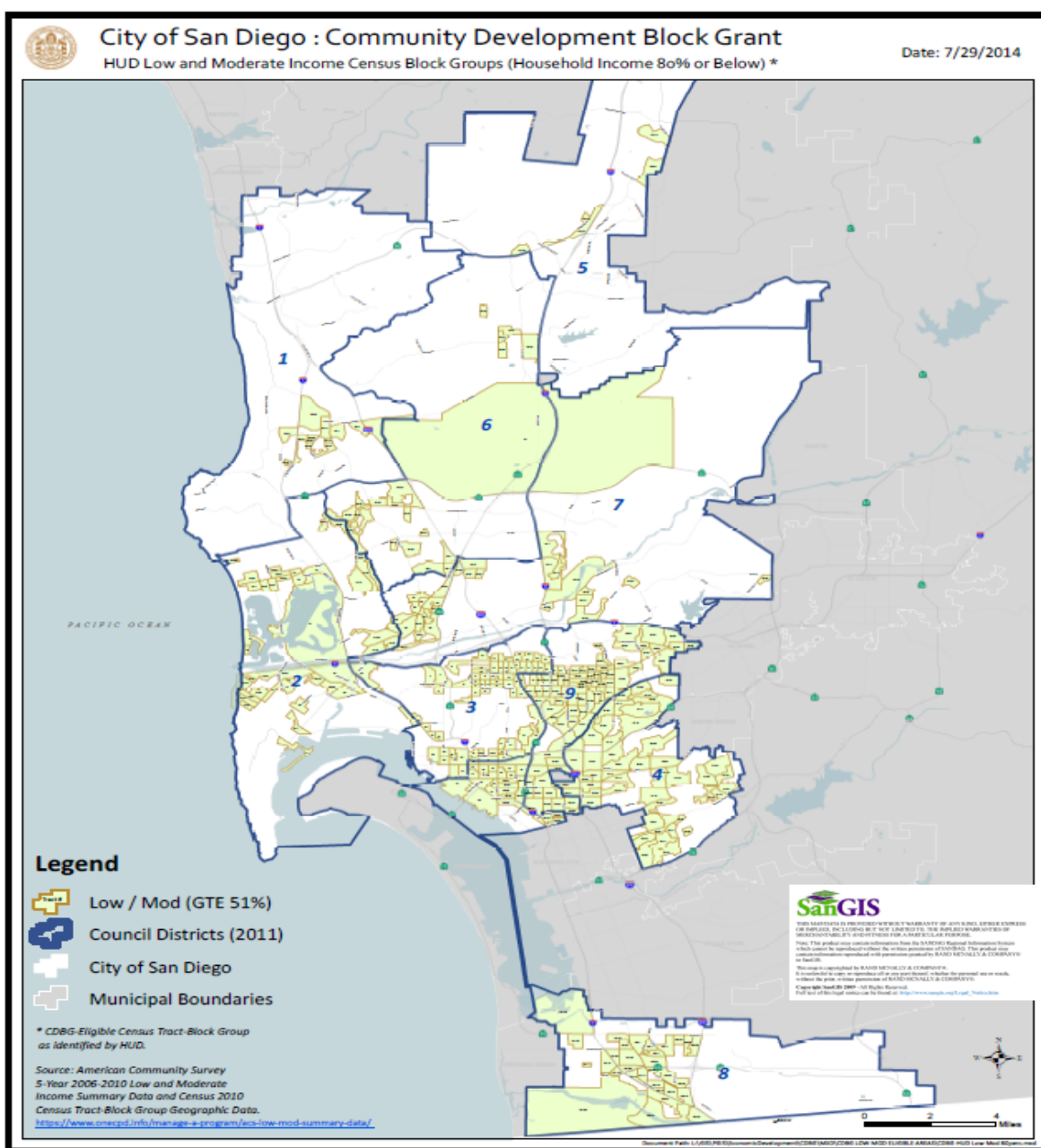
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).
Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution
Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Census Block

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE HOUSING NAVIGATION CENTER**

This Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Housing Navigation Center (“MOU”) is dated as of _____, and is entered into by and between the SAN DIEGO HOUSING COMMISSION, a public agency (“Commission”) and the CITY OF SAN DIEGO, a municipal corporation (“City”), hereinafter, collectively, referred to as the “Parties” and each individually, as a “Party,” shall become effective upon signature of both Parties.

RECITALS

WHEREAS, the City and the Commission wish to execute this MOU to provide for the provision of Housing Navigation Center services (as set forth in more detail below);

NOW THEREFORE, the City and Commission agree as follows:

- I. **Incorporation of Recital.** The recital set forth above is true and correct and is incorporated into this MOU by this reference, as though fully set forth in this MOU.
- II. **Housing Navigation Center.** The Parties agree to work together as set forth herein to provide for the operation of a Housing Navigation Center located at 1401 Imperial Avenue in the City of San Diego (“HNC”).
 - A. **Commission Responsibilities.** The Commission shall be responsible for the general management, administration, and oversight of the HNC as defined herein, and as further defined within the applicable subcontractor agreement entered into by the Commission and a third party operator for operation of the HNC, once executed. Any responsibilities set forth in Section II(B) (“City Responsibilities”) below shall be explicitly excluded from the Commission’s responsibilities. The Commission’s responsibilities relating to the HNC include the following:
 1. **Administration and Oversight of the HNC.** Commission shall:
 - a. Monitor all agreements relating to the operation of the HNC, including agreements with the HNC operator;
 - b. Document outcomes for the HNC, as defined within the applicable agreements; and
 - c. Notify City staff responsible for this program of any public meetings regarding the Commission’s activities relating to the HNC, with sufficient time to allow the City to identify a representative to appear on its behalf at any such meeting.

- d. The Commission will ensure that the Operator Agreement contains language that requires operator compliance with applicable CDBG regulations concerning the tenant improvements.
- B. City Responsibilities. City shall be responsible for entering into a lease or other agreement with the HNC operator for use of the HNC site located at 1401 Imperial Avenue in the City of San Diego (“HNC Premises”), providing City services (as described in Section II.B.2, below) at the HNC Premises, and advancing funds for the operation of the HNC (as described in Section II.B.3, below). City shall also make funds available for tenant improvements at the HNC Premises in an amount not to exceed \$300,000 in accordance with Section II.B.3, below, subject to City’s approval of the HNC operator’s scope of work and budget for expenditure of such funds. Any funds allocated for improvements to the HNC Premises that are not used for such improvements shall be returned to the City. Any responsibilities set forth in Section II(A) (“Commission Responsibilities”) above shall be explicitly excluded from City’s Responsibilities. The City’s Responsibilities relating to the HNC include the following:
1. Use of HNC Premises. City shall:
 - a. Enter into a lease or other agreement with the Commission-selected operator for the HNC operator to use the HNC Premises. The agreement shall not include payment by the HNC operator. The City further agrees to obtain all approvals necessary for the City to enter into the agreement prior to the opening of the HNC.
 - b. Obtain all necessary permits and clearances for the operation of the HNC on the HNC Premises, including CEQA review, NEPA review, and any and all necessary permits for ADA upgrades.
 - c. Provide documentation that the use is allowed at the location.
 - d. Provide the Commission with an ADA report performed by the City for necessary ADA tenant improvements to be performed by the HNC operator.
 - e. Seal access to the two sky tunnels in building.
 - f. Explore options for employee/guest parking.
 2. City Services. City shall:
 - a. Provide for Environmental Services cleanings of the exterior of the HNC Premises; the regularity of cleaning shall be evaluated throughout the term of the operation of the HNC and increased or decreased accordingly, by the City, based on need.
 - b. Provide regular San Diego Police Department patrols in the vicinity of the HNC Premises.
 3. Advancement of Funds for HNC Operating Expenses and Costs for Tenant Improvements. City shall:
 - a. Upon written request by the Commission, advance funds to the Commission for HNC operating expenses in the amounts as follows:

FUNDING SOURCE	December 1, 2018 – November 30, 2019	December 1, 2019 – November 30, 2020	December 1, 2020 – November 30, 2021	December 1, 2021 – November 30, 2022	December 1, 2022 – November 30, 2023
CDBG	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
General Fund	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Low and Moderate Income Housing Fund	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
TOTAL	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000	\$1,550,000

Funding in 2020 through 2023 is subject to funding availability.

- b. Upon written request by the Commission, advance funds, in addition to the \$1,550,000 identified above for fiscal year 2019, to the Commission for improvements to the HNC Premises in an amount not to exceed \$300,000 from CDBG funds for FY 2019, upon approval of the contract between the HNC operator and the Commission and City's approval of the scope of work for such improvements. Commission shall comply with all regulations and procurement processes applicable to its expenditure of the funding sources identified in this MOU.
- c. Certify that all funds advanced to the Commission for the operation of the HNC are permitted expenditures under the various funding sources, including, but not limited to, CDBG funding, Low and Moderate Income Housing Asset Funds and City of San Diego General Funds.

C. Funding for HNC Program. At the start of each fiscal year, the Parties will endeavor to secure funding for the performance of obligations for operation of the HNC. Should funding become unavailable at any point during the term of the HNC's operations, either Party may terminate its obligations for the HNC under this MOU. Should additional funding become available for activities at the HNC, through, for example, state grant(s), the City may, in the City's sole direction, transfer such funding for use by the Commission on such grant-eligible activities, subject to any all restrictions and requirements dictated by the funding source. The Parties will use good faith efforts to obtain funding for the operation of the HNC.

D. Term and Termination.

1. Term. The term of this MOU commences on December 1, 2018, and ends on November 30, 2019 (Term). The Term may be administratively extended for up to four (4) consecutive additional years (December 1 – November 30), one year at a time, by written agreement between the Mayor and Commission President, in their respective sole discretion.

2. Termination Upon Notice. Either the Commission or the City may terminate this MOU and all obligations hereunder for any reason by providing 45 calendar days written notice to the other.

III. General Provisions.

- A. Indemnification. To the fullest extent provided by law, the City and the Commission agree to indemnify, protect, and hold harmless one another, including their elected officials, officers, agents, representatives, departments, subcontractors, and employees, from and against any and all claims, demands, actions, proceedings, suits, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss or use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this MOU by the City or the Commission, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and Commission's duty to indemnify and hold harmless one another shall not include any claim or liability arising from the established sole negligence or willful misconduct of the other, or the other's elected officials, officers, agents, representatives, departments, subcontractors, and employees.
- B. Insurance. City certifies that it is self-insured and will maintain the same level of insurance throughout the duration of this MOU. Commission certifies it has obtained insurance as set forth herein:
 1. Commission shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

<input checked="" type="checkbox"/>	General Liability
	\$1,000,000.00
<input checked="" type="checkbox"/>	Workers Compensation
	\$1,000,000.00
<input checked="" type="checkbox"/>	Automobile Liability
	\$500,000.00
 2. This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission and City. Coverage shall remain in full force and effect during the entire term of the policy.
- C. Amendment. Any changes to this MOU shall be in writing and signed by both of the

Parties.

- D. Assignability. Neither Party shall assign any interest in this MOU and shall not transfer any interest in the same (whether by assignment or novation).
- E. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original. The Parties agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.
- IV. **Entire Agreement; No Novation**. This MOU represents the entire understanding between the Parties about the subject matter of this MOU. This MOU is not a novation of and does not amend or otherwise revise any other agreement, memorandum of agreement or understanding of the Parties.
- V. **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 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 clearly 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.
- VI. **Binding on Successors and Assigns**. This MOU shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.
- VII. **No Other Representations or Warranties**. Except as expressly set forth in this MOU, no Party makes any representation or warranty material to this MOU to any other Party.

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

**SIGNATURE PAGE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE HOUSING NAVIGATION CENTER**

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

SAN DIEGO HOUSING COMMISSION,
a public agency

CITY OF SAN DIEGO,
a California municipal corporation

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

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP

MARA W. ELLIOTT
CITY ATTORNEY

By: _____
Charles B. Christensen
General Counsel

By: _____
Deputy City Attorney

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO APPROVING AN AGREEMENT WITH FAMILY HEALTH CENTERS OF SAN DIEGO TO OPERATE THE CITY OF SAN DIEGO'S HOUSING NAVIGATION CENTER AT 1401 IMPERIAL AVENUE, SAN DIEGO, CALIFORNIA 92113; APPROVING AN MOU BETWEEN THE SAN DIEGO HOUSING COMMISSION AND THE CITY OF SAN DIEGO REGARDING THE HOUSING NAVIGATION CENTER; AND TAKING RELATED ACTIONS.

WHEREAS, the San Diego Housing Commission (Housing Commission) and the City of San Diego (City) desire to provide for operation of a "Housing Navigation Center" in the City through agreements establishing their respective roles concerning such operation; and

WHEREAS, the Housing Commission requests that the Housing Authority approve the Housing Commission entering into a Memorandum of Understanding with the City to establish the respective roles of the Housing Commission and the City concerning operation of the City's Housing Navigation Center at 1401 Imperial Avenue, San Diego, California 92113, in substantially the form attached to Housing Authority Report No. HAR18-021 as Attachment No. 2; and

WHEREAS, the Housing Commission also requests that the Housing Authority approve the Housing Commission entering into an agreement with Family Health Centers of San Diego (FHC) to operate the Housing Navigation Center, in substantially the form attached to Housing Authority Report No. HAR18-021 as Attachment No. 1; and

WHEREAS, the Housing Navigation Center is intended to connect individuals experiencing homelessness with resources to help them transition into stable housing; and

WHEREAS, as the Housing Navigation Center operator, FHC will assist individuals experiencing homelessness by identifying immediate housing solutions, providing crisis management, accessing mainstream benefits that are important to addressing issues impacting housing stability, and working with partnering agencies for permanent housing and supportive service program linkages; and

WHEREAS, as the Housing Navigation Center operator, FHC will be required to report outcomes of Housing Navigation Center operations, including, but not limited to, the number of people utilizing the Housing Navigation Center daily and the total number of people served. Housing Navigation Center clients will be connected to a Housing Navigator upon completion of intake, will be assessed with the Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT), and metrics will include length of time to be connected to a Housing Navigator. Clients working with a Housing Navigator are expected to be “match/housing ready” within 60 days of Housing Navigator assignment; and

WHEREAS, the City owns the Housing Navigation Center site; and

WHEREAS, FHC will enter into a future lease or other agreement with the City for use of the Housing Navigation Center, setting forth FHC’s maintenance and repair obligations for the Housing Navigation Center; and

WHEREAS, the City has made available \$1 million of Community Development Block Grant funding, \$300,000 from the City General Fund, and \$250,000 from the Low and Moderate Income Housing Asset Fund to pay the costs of operating the Housing Navigation Center for fiscal year 2019; and

WHEREAS, the City has made available up to an additional \$300,000 of Community Development Block Grant funding in fiscal year 2019 to pay the costs of improvements at the Housing Navigation Center site; NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority as follows:

1. The Housing Authority approves the Housing Commission entering into an agreement with Family Health Centers of San Diego to operate the Housing Navigation Center, in substantially the form attached to Housing Authority Report No. HAR18-021 as Attachment No. 1 (Agreement), subject to final approval as to form by Housing Commission General Counsel.

2. The Housing Authority approves the Housing Commission entering into a Memorandum of Understanding with the City establishing the respective roles of the Housing Commission and the City concerning operation of the Housing Navigation Center, in substantially the form attached to Housing Authority Report No. HAR18-021 as Attachment No. 2 (MOU), subject to final approval as to form by Housing Commission General Counsel and the City Attorney.

3. The President & Chief Executive Officer of the Housing Commission (President & CEO), or designee, is authorized to sign the Agreement, the MOU, and any and all other documents and agreements necessary to implement these agreements, on behalf of the Housing Commission.

4. The President & CEO, or designee, is authorized to take such other actions on behalf of the Housing Commission as are reasonably necessary to implement the actions approved in this Resolution.

5. Without further action of the Housing Authority, the President & CEO, or designee, is authorized to substitute other available funds whose use is consistent with the development and operation of the Housing Navigation Center in place of funding sources identified in this Resolution and/or increase funding with such other available funds, in each case up to 10 percent of the original amount allocated to such activities, for: (a) services provided under the Agreement for the operation of the Housing Navigation Center; or (b) the initial improvements at the Housing Navigation Center.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Delmar Williams
Deputy General Counsel

DGW:nja
08/23/18
Or. Dept: SDHC
Doc. No. 1818906_2

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING A MEMORANDUM OF
UNDERSTANDING WITH THE SAN DIEGO HOUSING
COMMISSION FOR ADMINISTRATION OF THE CITY'S
HOUSING NAVIGATION CENTER AT 1401 IMPERIAL
AVENUE, SAN DIEGO, CALIFORNIA 92113.

WHEREAS, on January 29, 2018, the City of San Diego (City) acquired the property located at 1401 Imperial Avenue, San Diego, California to serve as the site for the City's first Housing Navigation Center, to provide connections to an array of services and housing opportunities in partnership with varying service providers at the local, county, state, and federal level; and

WHEREAS, as part of the City's efforts to support the creation of a regional crisis response system, the Housing Navigation Center will serve as an entry point to the Coordinated Entry System (CES), provide core services to address housing crisis, and help clients access a range of mainstream services that impact housing stability; and

WHEREAS, the San Diego Housing Commission (Housing Commission) administers agreements for the City's 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; and

WHEREAS, the Housing Commission and the City desire to provide for operation of the Housing Navigation Center in the City through an agreement establishing their respective roles concerning such operation; and

WHEREAS, the City and the Housing Commission negotiated a separate MOU to address the duties of the parties concerning operation and administration of the Housing Navigation Center; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Council authorizes execution of the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Housing Navigation Center to address the duties of the parties concerning the Housing Navigation Center, in substantially the form as attached to Housing Authority Report No. HAR_____, subject to the final approval as to form of the Housing Commission General Counsel and the City Attorney.

APPROVED: MARA W. ELLIOTT, City Attorney

By _____
Heather M. Ferbert
Deputy City Attorney

HMF:jdf
08/21/18
Or.Dept:Mayor
Doc. No.: 1817985

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN
DIEGO DECLARING THE HOUSING NAVIGATION CENTER
A PERMITTED USE OF THE SITE LOCATED AT 1401
IMPERIAL AVENUE, SAN DIEGO AND IMPOSING SPECIFIC
CONDITIONS ON SUCH USE.

WHEREAS, the prevalence and effects of homelessness are evident in the City of San Diego (City) and it is the stated goal of both the Mayor and City Council to implement various programs and initiatives that provide individuals experiencing homelessness with both supportive and emergency services with the goal of assisting each individual in obtaining permanent housing placement; and

WHEREAS, on January 29, 2018 the City approved the acquisition of a property located at 1401 Imperial Avenue, San Diego, California to serve as the site for the City's first Housing Navigation Center, to provide connections to an array of supportive services and housing opportunities in partnership with varying services providers at the local, county, state, and federal level; and

WHEREAS, as part of the City's efforts to support the creation of a regional crisis response system, the Housing Navigation Center will serve as an entry point to the Coordinated Entry System (CES), provide core services to address housing crisis, and help clients access a range of mainstream services that impact housing stability; and

WHEREAS, a line of established case law states that a public agency is not subject to its own laws, including land use regulations, unless it is expressly included or by necessity included; and

WHEREAS, the Housing Navigation Center is located within the boundaries of the Centre City Planned District Ordinance (CCPDO) and the CCPDO does not specifically state that public projects are subject to its land use regulations; and

WHEREAS, there is no legal requirement for the City to make an explicit assertion in each instance of non-application of land use regulations to a City project, but the City desires to do so in this particular case, which action will negate any implications that the Housing Navigation Center is subject to the CCPDO and the Land Development Code, and for the purpose of voluntarily imposing land use regulations on itself with respect to this specific property; and

WHEREAS, under Charter section 280(a)(2), this ordinance is not subject to veto by the Mayor because this matter requires the City Council to act as a quasi-judicial body and where a public hearing was required by law implicating due process rights of individuals affected by the decision and where the Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; and

WHEREAS, the matter was set for public hearing on November 13, 2018, testimony having been heard, evidence having been submitted, and the City Council having fully considered the matter and being fully advised concerning the same; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That, notwithstanding any provision of the CCPDO or San Diego Municipal Code that may be asserted as evidence to the contrary, the Housing Navigation Center is a permitted use in the CCPDO and requires no land use or development permit by the City or recommendation by the Planning Commission; and

Section 2. That, notwithstanding the non-applicability of land use regulations to this project, the City explicitly imposes on itself the responsibility to abide by the following land use conditions with respect to this project:

- a. Lighting shall be provided to illuminate the interior of the Housing Navigation Center, façade, and adjacent public right-of-way in a manner deemed suitable by the San Diego Police Department to enhance security of the facility;
- b. The Housing Navigation Center and adjacent public right-of-way shall be maintained in a manner that discourages and addresses instances of litter and graffiti; and
- c. Overnight accommodations shall not be permitted.

Section 3. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By _____
Corrine L. Neuffer
Deputy City Attorney

CLN:nja
08/02/18
Or. Dept: Mayor
Doc. No.: 1816853