



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

DATE: November 30, 2018

HCR18-098

COUNCIL DISTRICT(S): Citywide

ORIGINATING DEPARTMENT: Homeless Housing Innovations

CONTACT/PHONE NUMBER: Lisa Jones (619)578-7696

REQUESTED ACTION:

Approve a 6.5-month agreement, with two one-year options to renew, with Alpha Project for the Homeless to operate the City of San Diego's Cortez Hill Family Center Interim Housing Program at 1449 9th Avenue, San Diego, California 92101.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (Housing Commission) administers the contracts for the City of San Diego's (City) Homeless Shelters and Services Programs based on a Memorandum of Understanding between the Housing Commission and the City that first took effect on July 1, 2010, which includes the Cortez Hill Family Center.
- Cortez Hill Family Center (Cortez Hill) operates as a year-round (365 days per year) service-enhanced interim housing program in alignment with Housing First principles, for a minimum of 150 families with children experiencing homelessness in the City.
- Approving this action will authorize the Housing Commission to enter into a 6.5-month agreement, with two one-year options to renew, with Alpha Project for the Homeless to operate the City of San Diego's Cortez Hill Family Center Interim Housing Program.
- Approving this action will authorize the Housing Commission to expend \$507,264.32 to provide interim housing services to families with children experiencing homelessness during the term of December 15, 2018, to June 30, 2019.



REPORT

DATE ISSUED: November 21, 2018

REPORT NO: HCR18-098

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of November 30, 2018

SUBJECT: Approval of the Contract between the San Diego Housing Commission and Alpha Project for the Homeless to operate the City of San Diego's Cortez Hill Family Center Interim Housing Program

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

Approve a 6.5-month agreement, with two one-year options to renew, with Alpha Project for the Homeless to operate the City of San Diego's Cortez Hill Family Center Interim Housing Program at 1449 Ninth Avenue, San Diego, California 92101.

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) take the following actions:

- 1) Approve a 6.5-month agreement, with two one-year options to extend at the Housing Commission's sole discretion, with Alpha Project for the Homeless (Alpha Project) to operate the City of San Diego's Cortez Hill Family Center Interim Housing Program (Center) at 1449 Ninth Avenue, San Diego, California 92101, on terms and conditions as set forth in the agreement (Agreement), as it may be amended upon advice of General Counsel of the Housing Commission;
- 2) Authorize the execution of an agreement with Alpha Project in the amount of \$507,264.32 for a 6.5-month operating period to provide interim housing services to homeless families with children, consisting of the following funding sources: \$103,926 of Community Development Block Grant (CDBG) funds allocated by the City of San Diego for the funding of social services in Fiscal Year 2019; \$165,546 of Emergency Solutions Grant (ESG) funds available for the funding of social services in Fiscal Year 2019; and \$237,793 provided by the City of San Diego Affordable Housing Fund (AHF), allocated by the Housing Commission contingent upon the appropriation of said funds by the City of San Diego;
- 3) Authorize the President & Chief Executive Officer (President & CEO), or designee, to execute all necessary documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals; and
- 4) Authorize the President & CEO to substitute funding sources and/or increase compensation by not more than 20 percent of the total agreement amount for the proposed agreement, if necessary,

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without further action by the Board of Commissioners (Board) of the Housing Commission, but only if and to the extent that funds are determined to be available for such purposes.

SUMMARY

The Housing Commission administers the contracts for the City of San Diego's (City) Homeless Shelters and Services Programs based on a Memorandum of Understanding between the Housing Commission and the City that first took effect on July 1, 2010. Currently, this includes the Cortez Hill Family Center formerly operated by YWCA of San Diego County.

The proposed actions referenced in this report will allow the Housing Commission to enter into the Agreement with Alpha Project in amounts referenced within this report to provide for the ongoing operation of the Center for a period of up to two years and eight months.

PROGRAM OVERVIEW

The Cortez Hill Family Center will provide a year-round (365 days per year), service-enhanced interim housing program in alignment with Housing First principles, for a minimum of 150 families with children, experiencing homelessness in the City. The program will provide safe, low-barrier, interim housing, as well as stabilization and supportive services, to prepare families experiencing homelessness for the most appropriate longer term or permanent housing interventions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Center will prioritize and target the most vulnerable, disabled, and/or chronically homeless families living in the City, including families who would be forced to live in places not intended for human habitation (vehicles, parks, abandoned buildings, sidewalks, streets, etc.) were it not for the shelter and services provided by the program. Services to be provided include, but are not limited to: safe, stable housing; a safe, secure, and comfortable environment; access to case management and supportive services; at least two meals per day, seven days per week; outside agency referrals; on-site and off-site counseling services; child care and children's activities; and assistance in obtaining permanent supportive housing, permanent affordable housing or longer term housing interventions.

Operator Experience

Alpha Project has extensive experience providing housing opportunities and supportive services for individuals and families experiencing homelessness. The organization currently serves more than 4,000 men, women and children on a daily basis through its various interim shelter, rapid rehousing, and permanent supportive housing programs.

In addition to the more than 20 years of experience working directly with families experiencing homelessness, Alpha Project was chosen by the City of San Diego to operate a Transitional Campground Area during the height of the 2017 -2018 Hepatitis A outbreak, which had a specific focus on serving the City's most vulnerable populations, including seniors, individuals with disabilities, single women and families with children. Working with community partners, the Regional Task Force on the Homeless (RTFH), the Housing Commission and private sector stakeholders, the program successfully housed all 22 families, which included 56 children, within the two months that it was operational.

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Program Design

Alpha Project has developed a program design that leverages privately raised funds, existing in-house supportive services and multiple Memoranda of Understanding with partnering services providers, to provide a comprehensive network of resources and service connections for the clients they will be serving at the Center. All of this will be conducted in a housing –focused environment that leverages a variety of resources to promote families to successfully transition back into housing.

This design includes, but is not limited to, the following components;

- Shelter Diversion
- Outreach & Engagement
- Intake & Assessment
- Case Management & Housing Navigation
- Medical, Mental, Health, Dental and Vision Care
- Substance Abuse Counseling & Treatment
- Legal Assistance
- Financial Literacy
- Life Skills
- Employment Services
- Transportation Assistance
- Child care
- Youth Mentorships and Tutoring
- Parenting Classes
- Veteran Services

Funding Summary

FUNDING SOURCE	FY 2019	FY 2020	FY 2021
CDBG	\$103,863	\$191,863	\$191,863
ESG	\$165,546	\$305,625	\$305,625
AHF	\$237,792	\$439,000	\$439,000
TOTAL	\$507,264*	\$936,488	\$936,488

*Indicated amounts are pro-rated for the 6.5-month operating term in Fiscal Year 2019.

FUNDING BY USE	FY 2019	FY 2020	FY 2021
Operations	\$507,264	\$936,488	\$936,488
TOTAL	\$507,264	\$936,488	\$936,488

General Standards

Alpha Project will ensure:

Service delivery will be client-focused. Center staff and all persons who interact with clients will be trained on homeless population service provision, positive engagement and general customer service standards that address the needs of the target population.

- Adequate staffing and peer support with appropriate ongoing training for service delivery and data analysis;

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- 24-hour security to ensure a safe environment at the Center site for participants, volunteers, and others who may come in contact with the Center;
- A 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;
- Appropriate policies and procedures for Center operations, including low-barrier house rules, which will be displayed on-site at all times, and various means for participants to provide feedback to and input into the Center;
- A written drug- and alcohol-free policy for staff that is posted/displayed at the Center 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;
- Data entry, analysis and reporting in the RTFH-approved Homeless Management Information System of all Center activities; Alignment with Housing First principles with low barriers to entry and operations;
- Assistance in obtaining safe, permanent housing;
- Access to case management and other appropriate permanent housing-focused services (e.g., Housing Navigation, case conferencing); and
- Participation in the Coordinated Entry System.

Property Management

Alpha Project will:

- Maintain a secure and healthful environment for delivery of all services;
- Provide for site control, prompt maintenance and repair, utilities, security, janitorial services, and waste removal and disposal;
- Provide secure entry/exit for clients and service providers to be monitored by Center staff; and
- Maintain a fire escape emergency plan, fire watch, and comply with Fire Marshal inspections and recertifications as needed

The City is the property owner of the Center site.

- Alpha Project will enter into a lease agreement with the City for the Center, setting forth all of Alpha Project's maintenance and repair obligations, of which, corresponding costs would be incorporated into the project budget.
- Other and further obligations as are set forth in the Scope of Work referenced in the final contract.

CONTRACT SELECTION PROCESS

On August 30, 2018, the Housing Commission issued a Request for Proposals (RFP) for the operations of the Cortez Hill Family Center Interim Housing Program, 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 109 notifications were sent through the PlanetBids system. A pre-proposal meeting was held September 12, 2018. Representatives from eight companies and not-for-profit agencies were in attendance.

At the RFP closing September 13, 2018, four proposals were received. Proposals were submitted by People Assisting the Homeless (PATH), Salvation Army, Home Start and Alpha Project. Subsequent to

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the closing, a responsiveness review was conducted with all proposals determined 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 & Staffing and Projected Costs, Partnerships & Sustainability. Alpha Project received the highest ranking. Below is a summary of the final rankings.

ORGANIZATION	RANKING
Alpha Project	1
Home Start	2
Salvation Army	3
People Assisting the Homeless	4

After a comprehensive review and consideration, the selection committee recommended the Housing Commission enter into negotiations and subsequently award the contract to Alpha Project. The contract will be executed two weeks after Housing Authority approval.

AFFORDABLE HOUSING IMPACT

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

FISCAL CONSIDERATIONS

The City of San Diego and the Housing Commission will jointly fund this project.

The City of San Diego has made available \$191,863 of Community Development Block Grant (CDBG) funds and \$305,625 of Emergency Solutions Grant (ESG) funds. The Housing Commission will also be making available \$200,000 from the City of San Diego's Affordable Housing Fund (AHF), which the Housing Commission administers. The Center is among the City of San Diego's interim housing programs identified in the “model programs” for which Affordable Housing Funds may be expended, pursuant to the Fiscal Year 2019 Affordable Housing Fund Annual Plan approved by the City Council on June 11, 2018.

FUNDING SOURCE	FY 2019	FY 2020	FY 2021
CDBG	\$103,926	\$191,863	\$191,863
ESG	\$165,546	\$305,625	\$305,625
AHF	\$237,792	\$439,000	\$439,000
TOTAL	\$507,264*	\$936,488	\$936,488

*Indicated amounts are pro-rated for the 6.5-month operating term in Fiscal Year 2019.

EQUAL OPPORTUNITY/CONTRACTING

Alpha Project is a local nonprofit. As a nonprofit, Alpha Project is not subject to the requirement to submit a Workforce Report.

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PREVIOUS COUNCIL and/or COMMITTEE ACTION

The Housing Commission administers the contracts for the City of San Diego's (City) Homeless Shelters and Services Programs based on a Memorandum of Understanding between the Housing Commission and the City that first took effect on July 1, 2010. Currently, this includes the Cortez Hill Family Center.

On May 4, 2018, the Housing Commission Board of Commissioners authorized the execution of a sole source agreement with YWCA of San Diego County for the continued operations of the Cortez Hill Family Center Interim Housing Program.

The approved contract value was \$694,489 for the 12-month term between July 1, 2018, and June 30, 2019. YWCA of San Diego County subsequently surrendered the contract for the operation of the Cortez Hill Family Center Interim Housing Program.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include: Cortez Hill residents and Alpha Project as the sub-recipient administering the program. The program is expected to have a positive impact on the community as it will provide shelter and services to 150 otherwise homeless families with children.

ENVIRONMENTAL REVIEW

The activities described in the report are not a project as defined in California Environmental Quality Act (CEQA) Section 15378(b)(5) as they are administrative activities of government that will not result in direct or indirect physical changes in the environment and, therefore, are not subject to CEQA pursuant to Section 15060(c)(3) of the State CEQA Guidelines. Nevertheless, they would be categorically exempt under multiple separate provisions of CEQA, including Section 15301 for existing facilities involving negligible or no expansion of the existing use. This determination is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. The activity contemplated herein, including operation of the facility, 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.

Respectfully submitted,

Lisa Jones

Lisa Jones
Senior Vice President
Homeless Housing Innovations

Approved by,

Jeff Davis

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

Attachments: 1) Operator Agreement with Alpha Project for the Homeless

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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 "Governance & Legislative Affairs" section of the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR CORTEZ HILL FAMILY CENTER INTERIM HOUSING
PROGRAM

WITH
ALPHA PROJECT FOR THE HOMELESS

Contract No. HHI-19-06

THIS AGREEMENT, entered into this _____ day of _____ 2018,

between the Commission:

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

and the Subrecipient:

ALPHA PROJECT FOR THE HOMELESS
3737 Fifth Avenue, Suite 203
San Diego, CA 92103
619-542-1877

is as follows:

101. DESCRIPTION OF WORK

Subrecipient shall provide Cortez Hill Family Center Interim Housing Program as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

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

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective December 15, 2018 through June 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 Subrecipient for two (2) additional one-year terms, by giving written notice of the election to extend the Agreement to the Subrecipient, in accordance with the provisions set forth as set forth in Section 225. 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 Subrecipient during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 225 herein.

Initial Term:	December 15, 2018 through June 30, 2019
Option Period 1:	July 1, 2019 through June 30, 2020
Option Period 2:	July 1, 2020 through June 30, 2021

104. **COMPENSATION AND METHOD OF PAYMENT**

a. Rates

For services performed under this Agreement, the Commission shall pay the Subrecipient 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 FIVE HUNDRED SEVEN THOUSAND TWO HUNDRED SIXTY-FIVE AND 60/100 Dollars (\$507,265.60.00) for the initial term. Subrecipient acknowledges that the Commission is under no obligation to compensate Subrecipient for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Subrecipient 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, Subrecipient shall promptly notify the Commission.

Initial Term:	\$ 507,265.60 prorated for initial term
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Option Period 1: \$ 936,488.00
Option Period 2: \$ 936,488.00

The Subrecipient shall provide matching funds through leveraged or in kind resources to enhance program services and operations in the minimum sum as set forth below:

Initial Term: \$ 298,356.16 prorated for initial term
Option Period 1: \$ 550,000.00
Option Period 2: \$ 550,000.00

Further, the Commission may cancel the Agreement, without cause, by written notice to the Subrecipient 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 Subrecipient shall submit a requisition to the Commission specifying the amount due for services performed by the Subrecipient'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 Subrecipient 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 Subrecipient at the address given above.

105. NOTICES

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

Signature Page to Agreement for Cortez Hill Family Center Interim Housing Program with Alpha Project for the Homeless (Contract No. HHI-19-06):

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

Subrecipient:

ALPHA PROJECT FOR THE HOMELESS

By: _____

Bob McElroy
President & CEO

Date: _____

Commission:

SAN DIEGO HOUSING COMMISSION

By: _____

Jeff Davis
Executive Vice President

Date: _____

By: _____

Debra Fischle-Faulk
Vice President of Procurement & 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

This Agreement calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission or the City for any purpose. Any provision of this Agreement that may appear to give the City 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 City and/or Commission concerning the end results of the performance.

202. Project Records

(a) General. Contractor shall maintain, and require its subcontractors to maintain, all Project Records during the term of this Agreement, including those required by the Federal regulations specified in 24 CFR Part 570.506 and Part 576.500 that are pertinent to the activities funded under this Agreement. Project Records are all administrative and/or financial records required in connection with the Project 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 Playing by the Rules Handbook, or any provision of applicable local, state or federal law.

(b) Accounting Records. Contractor shall maintain, and require its subcontractors to maintain, complete and accurate accounting records, in accordance with General Accepted Accounting Principles. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies as provided in this Section 202.

(c) Inspection and Photocopying. At any time during normal business hours and as often as requested, Contractor shall permit, and require its subcontractors to permit the Commission, the City, the Department of Housing and Urban Development ("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, HUD, and Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the Commission, City, HUD, or Comptroller General in its sole discretion. The Commission will keep all copies of Project Records in the strictest confidence required by law. If Contractor is unable to make any Project Records available for inspection within the County of San Diego, then Contractor shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Contractor to fully comply with the provisions of this section shall be deemed a material breach

of this Agreement and shall be grounds for immediate termination.

(d) Duplicates of Records. Upon any request by Commission, City, HUD, Comptroller General, or any of their duly authorized representatives, for any Project Records, Contractor shall submit, and require its subcontractors to submit, exact duplicates of the originals of the requested Project Records to the requesting party for the purposes described in Section 202(c) above.

(e) Ownership of Materials and Documents. Any and all Project Records prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such Project Records to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such Project Records for his own file or for other purposes as may be authorized in writing by the Commission.

(f) Non-Disclosure. The Project Records (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or as disclosure is required in this Section 202 of the Agreement. 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.

(g) Storage Period. Contractor shall store, and require its subcontractors to store, all Project Records for a period of not less than five years after Contractor's final submission of all required reports under this Agreement, or five 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 Contractor's (or relevant subcontractor's) regular place of business. At any time during the storage period, Contractor shall permit, and require its subcontractors to permit, the Commission, the City, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all Project Records for the purposes described in above. After the storage period has expired, Contractor shall provide the Commission with thirty calendar days written notice of its intent to dispose of any Project Records. During this time period, Contractor shall provide any and all Project Records to the Commission, upon the request of the Commission.

203. Documents and Written Reports

(a) Monthly Reports. Contractor shall submit to the Commission a fiscal and programmatic report on a monthly basis (or if Contractor elects at the outset of the term of this Agreement, on a quarterly basis) that summarizes the Project expenditures and Project goals accomplished during the reporting period, along with any relevant supporting documentation. Each report shall be submitted within fifteen calendar days of the end of each reporting period. Contractor shall submit timely, complete and accurate reports, as required by the forms and instructions issued by the Commission.

(b) Year-End Report. Contractor shall submit to the Commission a narrative report that summarizes the Project goals accomplished during the term of this Agreement. This report shall be limited to two pages in length, and shall be submitted within thirty calendar days of the expiration of

this Agreement, or in the event of earlier termination, within thirty calendar days of such termination. Contractor shall also submit to the Commission a financial summary report that provides confirmation of project expenditures claimed to and reimbursed by the Commission for costs incurred during the term of this Agreement, if any.

(c) 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.

204. Conflict of Interest

(a) For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

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

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

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

(g) Contractor shall comply, and require its subcontractors to comply, with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, each of the following:

- (1) The conflict of interest provisions in 24 CFR 570.611, 24 CFR 576.404 and in OMB Circular No. A-110;
- (2) California Government Code sections 1090 et seq. and 81000 et seq.;
- (3) California Corporations Code sections 7230 – 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 – 5240 (applicable to nonprofit public benefit corporations);
- (4) The City's Ethics Ordinance, codified in San Diego Municipal Code sections 27.3501 – 27.3595; and
- (5) The San Diego Housing Commission's Conflict of Interest Policy PO101.000.

(h) 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.

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

(j) If Contractor violates any conflict of interest law, or any provisions of this Section 204, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies allowed under applicable local, state and/or federal 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.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnatee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnatee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnatee.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Agreement.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

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

(f) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least thirty days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

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

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

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

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

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

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

(e) Contractor understands that failure to comply with the above requirements and/or

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

209. Non-Discrimination

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

(b) Contractor shall not discriminate, and require its subcontractors not to discriminate, on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, color, familial status, or disability, in the solicitation, selection, or treatment of participants or prospective participants of the facilities and services provided pursuant to this Agreement.

(c) Contractor shall make known that use of the facilities and services provided pursuant to this Agreement are available to all on a nondiscriminatory basis. If the procedures that Contractor intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the Contractor must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Contractor shall also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

(d) Contractor shall comply, and require its subcontractors to 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.

(e) If and when applicable, Contractor shall comply, and shall require its subcontractors to 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]. Contractor and its subcontractors shall be individually responsible for their own ADA program.

(f) Contractor shall comply, and require its subcontractors to comply, with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The City and Commission shall provide Contractor with any guidelines necessary for compliance

with that portion of the regulations applicable during the term of this Agreement.

(g) Violation of any provision of this Section 209 shall be considered a material breach of this Agreement, and may result in remedies being ordered against Contractor up to, and including, immediate termination of this Agreement, debarment, and other sanctions.

210. Subcontracting

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

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

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

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

- (1) 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.
- (2) 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.

- (3) 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.
- (4) 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 C.F.R. Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

(e) Contractor shall not employ, award any contract to, engage the services of, or fund any Subcontractor, during any period of federal, state or local debarment, suspension, or ineligibility of Subcontractor, when Contractor has notice (actual, constructive, or implied) of such debarment, suspension or ineligibility.

211. Assignability

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

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

212. Changes

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

213. Recognition of Funding Source

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

214. Termination

(a) Available Remedies. Other provisions of this Agreement notwithstanding, if Contractor fails to comply with the terms and conditions of this Agreement, Commission's remedies may include, but are not limited to, each of the following:

- (1) Suspending one or more payments to Contractor, pending correction of the deficiency by the Contractor;
- (2) Disallowing funds for all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspending or terminating the current award for the Project;
- (4) Withholding further awards for the Project;
- (5) Terminating this Agreement; and/or
- (6) Any other remedies that may be legally available.

If Commission notifies Contractor that Commission has suspended payments or disallowed funds, or that the Commission has partly suspended the current award for the Project, Contractor shall not expend any funds related to, or connected with, any area of controversy or conflict that resulted in the suspension, disallowance, or partial suspension of funding. If the Commission wholly suspends or terminates the current award for the Project, Contractor shall cease expending funds in connection with the Project.

(b) Termination for Convenience. The Commission may terminate this Agreement for any reason at any time during the term of this Agreement on thirty (30) days written notice to the other party, the effective date of cancellation being the 30th day of said written notice. If this Agreement is terminated, the Commission shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies, rendered and/or supplied before the effective date of termination. This Agreement may be terminated without notice, by the Commission, upon the cessation of funding of the state, local or federal program, which funds this Agreement.

(c) Termination for Default.

- (1) Except as provided in (b) above, the Commission, at its sole discretion, may terminate this Agreement upon fifteen (15) calendar days written notice to Contractor if Contractor fails to comply with any term or condition of this Agreement and/or the federal, state and local rules and regulations applicable to the award of funds under this Agreement. The written notice shall include a description of Contractor's default. If Contractor fails to cure the default within fifteen (15) calendar days of the date Contractor receives the written notice, the Commission may immediately terminate this Agreement. Commission reserves the right to suspend payment to Contractor during the fifteen (15) calendar day notice described herein.

- (2) The Commission, in its sole discretion, may immediately terminate this Agreement upon written notice to Contractor if:
- (i) Contractor makes a material misrepresentation in regard to information furnished to the City and/or Commission in its funding application or otherwise pursuant to this Agreement, regardless of whether Contractor had knowledge or intent with respect to the misrepresentation;
 - (ii) Contractor violates any term of condition of this Agreement for which immediate termination is authorized;
 - (iii) Contractor, or its officers or directors becomes subject to any pending court action or proceeding with respect to the performance of Contractor's obligations and/or duties under this Agreement (or any prior agreement with the Commission or City), that materially and adversely affects Contractor's performance of its obligations and/or duties under this Agreement;
 - (iv) Contractor misappropriates any funds under this Agreement (or any prior agreement with the Commission or City);
 - (v) Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors;
 - (vi) Any or all of the CDGB funds allocated to the City by HUD are suspended or terminated; and/or

Contractor is unable or unwilling to comply with any additional terms or conditions governing the Project that may be required by newly enacted (or amended) federal, state and/or local laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements, policies, and/or directives.

(d) Continuing Responsibilities.

- (1) In the event this Agreement is terminated, Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's performance of its obligations and duties under this Agreement. For services rendered in completing the work, Contractor shall be entitled to fair and reasonable compensation for the services performed by Contractor before the effective date of termination. By accepting payment for completion, Contractor discharges the Commission of all of the Commission's payment obligations and liabilities under this Agreement.
- (2) Contractor shall deliver to the Commission the originals of all Project Records within fifteen calendar days of the termination date of this Agreement.

- (3) Upon the expiration or termination of this Agreement, Contractor shall transfer to the Commission any CDBG funds, ESG funds and/or Program Income on hand at the time of such expiration or termination, and any accounts receivable attributable to the use of CDBG funds, ESG funds, and/or Program Income.
- (4) Upon the expiration or termination of this Agreement, Contractor shall ensure that the use of any real property under Contractor's control that was acquired or improved, in whole or in part, with CDBG funds (including CDBG funds provided to Contractor in the form of a loan) in excess of \$25,000, and/or Program Income in excess of \$25,000, is either:
 - (i) used to meet one of the national objectives in 24 C.F.R. 570.20 until five years after expiration or termination of this Agreement; or
 - (ii) paid to the Commission and/or City, at any time prior to five years from the expiration or termination of this Agreement, in an amount equal to the then-current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds and/or non-Program Income for the acquisition of, or improvement to, the property. Such payment shall be Program Income to the Commission.

215. Attorney's Fees and Costs

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

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

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

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

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

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

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

- (1) The dangers of drug abuse in the workplace.
- (2) The Contractor's policy of maintaining a drug-free workplace.
- (3) Any available drug counseling, rehabilitation and employee assistance programs.

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

(c) Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

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

223. Labor Provisions

(a) It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

(b) Contract Work Hours and Safety Standards Act. In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$2,500, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-339) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

224. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

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

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-

three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

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

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

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

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

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

226. 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.

227. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

(f) Noncompliance with HUD's regulations in 24 C.F.R. 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).

228. HUD Audit Requirement

(a) For each of Contractor's fiscal years in which Contractor receives CDBG funds or ESG funds, Contractor shall have Financial Statement Audits prepared in accordance with Generally Accepted Accounting Practices and audited by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards. This audit shall include the following statements:

(1) an audited financial statement to include a Balance Sheet, Income Statement, and Cash Flow Statement showing use of revenues and expenditures of all funds received by Contractor;

(2) a statement certifying compliance with all terms and conditions of the Agreement, and that all required reports and disclosures have been completed, signed, and submitted by an executive officers of Contractor; and

(3) copies of the State Form 199 and the Federal Form 990 signed tax reports that have been submitted to the taxing agency.

Contractor shall provide the Commission a copy of the Financial Statement Audit within 150 calendar days of the end of Contractor's fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by Commission, upon written request by Contractor.

(b) Nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$500,000 or more a year shall have an Annual Single Audit conducted in accordance with the requirements of Federal OMB Circular A-133, pursuant to the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1990 (31 U.S.C. 7501-07). Contractor shall ensure that the Single Audit is completed within 180 calendar days of the end of Contractor's fiscal year. Contractors completing audits by calendar year (rather than fiscal year) shall ensure that the Single Audit is completed within 180 calendar days of December 31st. Contractor shall provide the Commission with a copy of the Single Audit within fifteen calendar days of Contractor's receipt of the audit.

(c) Contractor shall ensure that the Financial Statement Audit and Annual Single Audit are completed by a Certified Public Accountant. Individual projects funded by the Commission shall be clearly identified in the audits, as well as the dollar amounts allocated to such projects by the Commission.

(d) If Contractor is subject to an audit from a source other than the Commission, Contractor shall provide a copy of the audit to the Commission within thirty calendar days of completion of the audit. The Commission, at its sole discretion, may conduct an annual review of any such third party audit(s).

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

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

(e) Contractor acknowledges that funds received for the Project have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 U.S.C. 1352, 24 C.F.R. 87, and 24 C.F.R. 576.57 subd. (h).

230. Lead-Based Paint

Contractor shall apply standards set forth under the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851, et seq.) and implementing regulations at 24 C.F.R. Part 35, subparts A, B, J, K, and R.

231. Playing by the Rules Handbook And Operating Manual

(a) Contractor acknowledges receipt of, and shall require its subcontractors to acknowledge that they have received and understood the contents of the Playing by the Rules Handbook and shall fully comply with, the administrative requirements set forth in the Playing by the Rules Handbook.

(b) Contractor acknowledges receipt of, and shall comply with, and require its subcontractors to comply with, the Operating Manual, 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 City and Commission, in writing, before such changes may be implemented.

232. Uniform Administrative Requirements

Contractor shall comply, and require its subcontractors to comply, with all applicable uniform administrative requirements set forth in 24 C.F.R. 570.502 and 24 C.F.R. 576.407, including, but not limited to, federal CDBG and ESG financial and contractual procedures, as well as OMB Circular Nos. A-87 and A-128 for governmental entities, and OMB Circular Nos. A-122, A-21, A-133, and A-110 for non-governmental entities. These federal documents are on file at the City's Economic Development Division, located at 1200 Third Avenue, Suite 1400, San Diego, California 92101.

233. Copeland "Anti-Kickback" Act

Contractor shall comply and require its subcontractors to comply, with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3) – for contracts involving construction or repair.

234. Other Program Requirements

Contractor shall comply, and require its subcontractors to comply, with all federal laws and regulations described in 24 C.F.R. 570 subpart K (Section 570.600 through 570.614) and 24 C.F.R. 576.407, except that:

(a) Contractor does not assume the City of San Diego's environmental responsibilities described in 24 C.F.R. 570.604 or 24 C.F.R. 576.407(d); and

(b) Contractor does not assume the City of San Diego's responsibilities for initiating the review process described in 24 C.F.R. part 52.

235. Federal Regulations

Contractor agrees to comply with the following federal regulations as they may apply to Project, as well as any and all other regulations applicable to CDBG and/or ESG funds, whether or not referenced in this Agreement. The regulations are incorporated herein by reference, and include but are not limited to the following:

(a) Section 306 of the Clean Air Act (42 U.S.C. 1857(h));

(b) Section 508 of the Clean Water Act (33 U.S.C. 1368);

(c) Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. part 15); and

(d) Energy Policy and Conservation Act, (P.L. 94-163. 89 Stat. 871);

(e) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79.

236. Religious Activities

Contractor shall comply, and require its subcontractors to comply, with all applicable HUD requirements governing the use of CDBG funds and ESG funds by religious organizations, set forth in 24 C.F.R. 570.200(j), 24 C.F.R. 576.406, as well as Executive Order 11245 (as amended by Executive Order 13279).

237. Local Business and Employment.

Contractor acknowledges, and shall require its subcontractors to acknowledge, that the City seeks to promote employment and business opportunities for local residents and firms on all City 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.

238. Storm Water Pollution Prevention.

If and when applicable, Contractor shall comply, and shall require its subcontractors to comply, with the City's Storm Water Management and Discharge Control Ordinance, codified in San Diego Municipal Code section 43.0301 et seq., in performing its obligations and/or duties under this Agreement.

239. Product Endorsement.

Contractor shall comply with the provisions of City and Commission regulations regarding product endorsement. Contractor shall not create any advertisement or writing that identifies or refers to the City as the user of a product or service, without obtaining the prior written approval of the City and Commission.

240. Compliance with Laws and Policies.

Contractor shall comply, and require its subcontractors to 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, and require its subcontractors to immediately comply, with all directives issued by the City or its duly authorized representatives, under authority of any law, statute, rule, regulations, 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, and which the Commission or City shall

present in writing, shall be deemed a material breach of this Agreement and shall be grounds for immediate termination by the Commission.

241. Reversion of Assets.

Upon the expiration or termination of this Agreement, Contractor shall transfer, and shall require its subcontractors to transfer, to the Commission any CDBG or ESG funds on hand, property acquired with Agreement funds, and any accounts receivables attributable to the use of CDBG or ESG funds.

242. 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 Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient'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 Subrecipient 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 Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient 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 Subrecipient'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).

**CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF WORK
CORTEZ HILL FAMILY CENTER**

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") comprehensive approach to ending homelessness, Alpha Project for the Homeless (the "Subrecipient") will operate the Cortez Hill Family Center (the "Program") interim housing program. Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier interim housing, as well as stabilization and supportive services, to prepare homeless families with children for the most appropriate longer term or permanent housing interventions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

2. PROGRAM SITE LOCATION

The Subrecipient will operate the Program at 1449 9th Avenue, San Diego, CA 92101. The Program will operate every day each year. Security and residential staff will be on site 24 hours per day, 7 days per week, including holidays.

3. ADMINISTRATIVE OFFICE LOCATION

The Subrecipient will maintain an administrative office at 3737 Fifth Ave, Ste 203, San Diego, CA 92103. The days and hours of operation are: Monday through Thursday, 8:30 AM to 5:00 PM, and Fridays 8:30 AM to 4:00 PM.

4. PROGRAM DESCRIPTION

The Program will operate a housing-focused shelter environment that provides families experiencing homelessness with interim housing and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services.

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

The Subrecipient will adhere to all 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.

The Program will participate in the Coordinated Entry System (CES). Intakes into the Program will be made based on the agreed upon priorities of CES, in alignment with the target population described in Section 5.a herein. Intake will also include an assessment of the participant's vulnerability as screened by the common assessment tool and stated community preferences, if appropriate based on Community standards. This service delivery model helps the Program to:

- Serve the community's most vulnerable individuals from each of the intervention categories;

- Move participants into the most appropriate housing of their choice; and
- Meet participants' needs as quickly as possible.

5. PROGRAM SERVICES

a. Target Population/Geographical Area

The Housing First approach has evolved to encompass a community-level orientation to ending homelessness in which barriers to housing entry are removed and efforts are in place to prioritize the most vulnerable and high-need families with children for housing assistance first. A Housing First philosophy can be used in all phases of the homeless housing and services system. The program will serve families that are highly vulnerable and in greatest need of shelter. In alignment with RTFH community standards families that are considered highly vulnerable include:

- 1) Homeless families with a disability with long periods of episodic homelessness and severe service needs;
- 2) Homeless families with a disability with severe service needs;
- 3) Homeless families with a disability coming from places not meant for human habitation;
- 4) Homeless families fleeing domestic violence; and
- 5) Homeless families coming from places not meant for human habitation.

b. Persons Served

During the term of this Agreement, unless terminated earlier, Subrecipient will provide interim housing and supportive services to a minimum of 150 homeless families with children, consisting of a minimum of 500 unduplicated individuals, ranging from infants to adults.

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; and
 - b) Assessed using the common assessment tool adopted by RTFH during Program participation when appropriate as established by RTFH Community Standards¹.

¹ Regional Task Force on the Homeless (RTFH), *Regional Task Force on the Homeless Community Standards*, <http://www.rtfhsd.org/about/governance-documents/>.

- 2) 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; or
 - f) Identification.

d. ***Program Components***

- 1) Housing First program with low barriers to entry and operations;
- 2) Appropriate 24-hour residential services and staffing, including peer support and case conferencing;
- 3) Participation in intakes, screenings, and assessments using CES, as established by RTFH Community Standards;
- 4) Utilization of shelter diversion strategies, as recommended by RTFH Community Standards;
- 5) Goal of 90-day length of stay;
- 6) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
- 7) Case Managers/Housing Navigators and Housing Specialists who will provide, at a minimum:
 - a) A formal intake and move-in process, as defined by Program policies and procedures;
 - b) Self-sufficiency needs assessment, as established by the subrecipient based on best practices for the population served, or as established by RTFH Community Standards;
 - c) Information and referral services;
 - d) Housing navigation to assist in locating appropriate and affordable permanent housing, as established by RTFH Community Standards;
 - e) Assistance with housing applications and supportive and subsidized housing paperwork;
 - f) Advocacy for participants with prospective landlords;
- 8) Supportive services, including but not limited to:

- a) Residential staff services, information, and referral services for non-case managed participants;
- b) Onsite or offsite counseling services; and
- c) Health, wellness, and recovery activities;
- 9) Basic Services, including but not limited to:
 - a) A minimum of 156 beds in 47 units for families with children experiencing homelessness, with all permitting and regulatory requirements and residential furnishings;
 - b) A minimum of two (2) meals per day;
 - c) Showers, wash stations, and restrooms in an ADA-compliant environment;
 - d) Routine operating supplies;
 - e) Laundry facilities;
 - f) Regularly laundered blankets and other linens;
 - g) Mail services;
 - h) Telephone access and message services, including an ADA-compliant telephone;
 - i) Access to testing for communicable diseases provided directly by the City or County of San Diego;
 - j) Janitorial services;
 - k) Routine maintenance and repair services;
 - l) Utilities;
 - m) Waste removal and disposal; and
- 10) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.

e. ***Affordable Housing Fund (AHF) Program Activities***

1) **Eligible Activities**

- a) *Occupancy Expenses:*
 - (1) Must comprise at least 75% of grant funds;
 - (2) Costs related to operating the building, including items such as:
 - (a) Normal repairs & maintenance;
 - (b) Utilities (gas, electric, water, sewer);

- (c) Cleaning of the building;
 - (d) Janitorial supplies;
 - (e) Landscape maintenance;
 - (f) Security of the building;
 - (g) Building rent/lease payments;
 - (h) Pest control;
 - (i) Elevator servicing;
 - (j) Property insurance; and
 - (k) Salaries of personnel who repair or protect the building's condition;
- (3) Costs do not include property rehabilitation costs or expenses for purchasing new equipment or furnishings.
- b) *Administrative and Support Expenses:*
- (1) Must comprise up to 25% of grant funds;
 - (2) Costs related to program administrative and support services, including items such as:
 - (a) Administrative salaries and benefits;
 - (b) Telephone;
 - (c) Cable services;
 - (d) Maintenance and repair of office equipment;
 - (e) Paper shredding services;
 - (f) Internet services;
 - (g) Non-building-related expenses;
 - (h) Indirect costs (calculated in accordance with OMB Circular No. A-122); and
 - (i) Program costs such as food and participant transportation.

2) **Ineligible Activities**

- a) Goods/services received or paid before or after the current fiscal year (July 1 – June 30):

(1) Exception for year-end expenses paid in the following fiscal year, such a utility bill for June/July service period (should be claimed in the month it was paid);

(2) Prepaid expenses, such as insurance or service contracts, may be claimed on a monthly pro-rata basis;

- b) Catered food;
- c) Food for staff meetings or agency events;
- d) Furniture and equipment purchases (including tools);
- e) Late payment fees;
- f) Mobile phone expenses;
- g) Remodeling; and
- h) Delivery fees.

3) Award Draw Timeline

- a) Recipient is permitted to draw up to one twelfth of award per month, with no more than 25 percent of the cumulative draws allocated to administrative and support expenses.
- b) Recipient is responsible for ensuring accounting staff understand and follow program rules for draw.

f. General Standards

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

- 1) Provide adequate staffing with appropriate on-going training for service delivery and data analysis;
- 2) Provide 24-hour security to ensure a safe environment at the Program site for participants, volunteers, and others who may come in contact with the Program;
- 3) Maintain a fire escape emergency plan, fire watch, and comply with Fire Marshal inspections and recertifications as needed;
- 4) 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;
- 5) Provide appropriate policies and procedures for Program operations including low barrier house rules, which will be displayed on site at all times, and various means for participants to provide feedback to and input into the Program;

- 6) 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; and
- 7) Conduct data entry, analysis and reporting in the RTFH-approved HMIS of all Program activities.

g. *Coordinated Entry System (CES)*

- 1) The Subrecipient 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*

- 1) The Subrecipient 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 Subrecipient 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>.
- 2) Subrecipient must provide a daily bed vacancy report to the Commission and other identified partner agencies as required.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

a. *Compliance, Performance Monitoring, and Improvement Activities*

- 1) The Commission will provide Subrecipient with training or consultation necessary to carry out service delivery requirements or evaluation.
- 2) 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) Subrecipient will provide a performance improvement plan as requested within 30 calendar days of receiving a report requesting a plan.
 - c) It is the expectation that the subrecipient make ongoing efforts during the initial and annual operating terms to acquire additional funding, and or in-kind resources to enhance program services and operations. All efforts to acquire additional funding and in kind resources must be documented in the narrative section of the monthly reporting tool.
- 3) The Commission will provide data collection tools to the Subrecipient.
 - 4) Subrecipient must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
 - 5) Subrecipient will attend and contribute to any meetings or trainings (sharing Subrecipient's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
 - 6) Subrecipient must provide the Commission complete policies and procedures related to this Agreement. Subrecipient 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 Subrecipient will maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Subrecipient 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:

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

(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.

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

2) ***Homeless Management Information System (HMIS)***

Subrecipient will enter and maintain data in the RTFH-approved HMIS. Subrecipient 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. Subrecipient's attendance is required at the roundtable meetings.

7. **PROGRAM OUTCOMES**

- a. The Subrecipient 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.

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.

- b. Pursuant to federal requirements, the Program objective, outcome, and indicator is defined as follows (**Check only one of the options below for each area**):

Objective Category: ☒ Suitable Living Environment

☐ Decent Housing

☐ Economic Opportunity

Outcome Category: ☒ Availability/Accessibility

☐ Affordability

☐ Sustainability

Outcome Indicator: ☒ People ☐ Public Facilities

☐ Households ☐ Housing Units

☐ Businesses ☐ Jobs

☐ Organizations ☐ Other

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

PERFORMANCE OUTCOMES & STANDARDS	MEASURE	STANDARD
Efficient Number of Households Served	Families Served	150
	Persons Served	500
Low Barrier to Entry	Persons Meeting HUD Category 1, 2, or 4 Definition of Homelessness ⁶	100%
Access to Community, Mainstream Resources, and Services to Move to Longer Term or Permanent Housing	Average Length of Stay	≤ 90 days
	Employment Status at Exit	Reporting Only
	Increased Income at Exit	At least 50% of participants increase income from entry to exit

⁶ In alignment with CES Prioritization Guidelines, as described by the RTFH Community Standards, Emergency and Interim Shelters should prioritize homeless individuals and families in HUD Homeless Categories 1, 2, 3, or 4, <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; HUD has not given required written permission for the San Diego CoC to utilize ESG funds for Category 3 definition, <http://www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf>, page 36.

and Stabilize	Income Source at Exit	At least 65% of participants will have income from any source at exit
	Improved Self Sufficiency	80% of Program participants engaged in case management will show improved self-sufficiency
Exits	Negative Outcome	< 20% leave program due to noncompliance
	Positive Outcome	At least 65% exit to Permanent or Longer-Term Housing
	Recidivism	Reporting Only
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 90%
	Spending	100% spend-down of awarded funds
	Number of Individuals on Program Waitlist	Reporting Only
System Coordination	VI-SPDAT distribution for participants	Reporting Only
	Number of participants in need of a Housing Navigator	
	Number of participants working with a Housing Navigator	
	Number of participants "Housing Ready" in need of a CES permanent housing resource match	

8. **MEDIA/COMMUNICATIONS**

Subrecipient 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.

When referring to the Program in published materials created for informational purposes, the

Subrecipient agrees to use the following language or other approved language supplied by the Commission: “The Cortez Hill Family Center for homeless families is a program of the City of San Diego, administered by the San Diego Housing Commission and operated by Alpha Project for the Homeless.”

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

9. **CLOSE-OUTS**

- a. Subrecipient 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.
- b. Subrecipient’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.
- c. Notwithstanding the foregoing, the terms of the Agreement will remain in effect during any period in which the Commission has control over funds related to this Program.

10. **DEFINITIONS**

Please note, most definitions can be sourced directly to the U.S. Department of Housing and Urban Development (HUD) located at www.hudexchange.info unless otherwise noted below.

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.
Business Plan	Set of documents summarizing an organization’s operational and financial objectives and how they will be achieved. It contains pro forma balance sheet, income statement, and cash flow statement, to illustrate how the financing being sought will affect the organization's financial position.
Chronically Homeless⁷	A “chronically homeless” individual is an individual with a disability ⁸ , who lives in a place not meant for human habitation, a safe haven, an emergency shelter, or 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

⁷ <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

⁸ As defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9))

	<p>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 equals 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, an emergency shelter, or a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant	<p>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.</p>
Continuum of Care⁹	<p>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.</p>
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</p>

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>
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

	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.
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 Program.
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.
Homeless¹¹	<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> Is an 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;

¹¹ <http://www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf>

	<ul style="list-style-type: none"> • 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 instability 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.
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. ¹²
Homeless Emergency Assistance and Rapid Transition to Housing Act¹³	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 System¹⁴	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) provides 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.

¹² <https://www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf>

¹³ <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

¹⁴ <https://www.hudexchange.info/programs/hmis/>
<http://www.rtfhsd.org/hmis/>

	Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act¹⁵	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 Housing¹⁶	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.
Pro forma	Summarizes the projected future status of an organization after a planned transaction, based on the current financial statements.
Program Site	1401 Imperial Avenue, San Diego, CA 92101
Proposal, Response, and Application	When used in this document, these terms are synonymous.
Proposer, Respondent, and Applicant	When used in this document, these terms are synonymous.
Psychiatric Emergency Response Team¹⁷	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

¹⁵ <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

¹⁶ <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

¹⁷ <http://www.comresearch.org/pert.php>

	the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.
San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all.
U.S. Interagency Council on Homelessness	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
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 client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.

CONTRACT ATTACHMENT NO. 3 **COMPENSATION SCHEDULE/BUDGET**

SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES **SCHEDULE 1 - FY 2019 BUDGET EXHIBIT**

AGENCY: Alpha Project for the Homeless

PROJECT: Cortez Hill Family Center

FUNDING SOURCE: CDBG ☒ ESG ☐ AHF ☐

SALARIES & WAGES	(Schedule 2)	<u>100,000</u>
FRINGE BENEFITS	(Schedule 3)	<u>25,000</u>
TOTAL PERSONNEL		<u>125,000</u>
FEDERALLY APPROVED INDIRECT COST RATE	(Schedule 4)	<u>0</u>
SUPPLIES-ADMIN USE	(Schedule 5)	<u>863</u>
SUPPLIES-CLIENT USE	(Schedule 5)	<u>10,000</u>
PUBLICATIONS/PRINTING	(Schedule 5)	<u>0</u>
RENT/LEASE (PROJECT OPERATIONS)	(Schedule 5)	<u>0</u>
INSURANCE	(Schedule 5)	<u>0</u>
UTILITIES	(Schedule 5)	<u>0</u>
COMMUNICATIONS	(Schedule 5)	<u>0</u>
OTHER EXPENSES (SPECIFY):		
REPAIRS & MAINTENANCE	(Schedule 5)	<u>0</u>
FOOD FOR CLIENTS	(Schedule 5)	<u>55,000</u>
ANNUAL AUDIT	(Schedule 5)	<u>1,000</u>
RENT/LEASE EQUIPMENT	(Schedule 5)	<u>0</u>
LICENSES	(Schedule 5)	<u>0</u>
ADMIN @ 10% for overall funds, 19.39% of AHF	(Schedule 5)	<u>0</u>
	(Schedule 5)	
	(Schedule 5)	
	(Schedule 5)	
	(Schedule 5)	
TOTAL NON-PERSONNEL		<u>66,863</u>
TOTAL PROJECT BUDGET		<u>191,863</u>

EXHIBIT B

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SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

(1) POSITION TITLE	(2) Premium Pay			(3) ANNUAL GROSS PAY	(4) ANNUAL SALARY & WAGES
	OT	EP	MS		
Program Director (.25 FTE) (\$33.65)		X		69,992	17,498
Program Manager (1 FTE) (\$27)		X		56,160	56,160
Case Managers/Housing Navigators (1 FTE) (\$22)	X	X		45,760	26,342
TOTAL ANNUAL SALARY & WAGES					100,000

- (1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.
- (2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.
- (3) List the annual Agency gross pay for each position listed.
- (4) List total annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

<u>Pay Schedule (Check One)</u>	
<input type="checkbox"/>	Monthly
<input checked="" type="checkbox"/>	Biweekly
<input type="checkbox"/>	Twice a Month

SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY Alpha Project for the Homeless
 PROJECT Cortez Hill Family Center

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	ANNUAL FRINGE BENEFIT
PROGRAM DIRECTOR	FICA	5,354	1,339
	SUI	434	109
	W.C.	5,599	1,400
	MEDICAL	8,000	2,000
PROGRAM MANAGER	FICA	4,296	4,296
	SUI	434	434
	W.C.	4,493	4,493
	MEDICAL	4,590	4,590
CASE MANAGER/HOUSING NAVIGATOR	FICA	3,501	2,015
	SUI	434	217
	W.C.	3,661	2,107
	MEDICAL	3,500	2,000
TOTAL ANNUAL FRINGE BENEFITS			25,000

(1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
 (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
 (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
 amount of

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

LINE ITEM	SALARIES & WAGES	AMOUNT
Detailed Explanation:		
Program Director:		
Act as the main point of contact for the community, partners, SDHC and the City.		CDBG \$ 100,000
Ensure contract compliance and reporting. Responsible for overall direction of the		ESG
program while ensuring services are in line with program goals. Monitor contractual		AHF
obligations, budgets and spend down. Analyze data and adjust program standards to		
ensure goals are met. Support program manager on supervision of staff and overall		
day to day operations of the program. Ensure services are provided in a culturally		
appropriate manner and that staff are using motivation interview and trauma informed		
case approaches. Provide additional trainings to all employees. Attend all necessary		
meetings, such as staffing governance board, CoC, CES, SDHC and the City. Other		
duties as described in job descriptions.		
Program Manager:		
Provide management and supervision of the operational staff and day to day		
operations. Audit HMIS/CES data for accuracy. Coordinate and recruit partner		
services and oversee referral process. Coordinate and create additional volunteer		
activities. Provide ongoing evaluation of overall program. Assist Program Director		
in completing reports. Manage individual caseloads in the absence of a case manager		
or housing navigator. Train and mentor staff. Assist in recruiting, interviewing and		
hiring program staff. Complete employee evaluations on a regular basis. Assist in the		
development and coordination of shelter placements. Other duties as described in job		
descriptions.		
Case Manager:		
Complete assessments and intakes on each client and enter data into CES and HMIS.		
Coordinate and schedule appropriate client services, such as medical, dental, legal,		
housing, counseling. Create case plans and update progress as documented in HMIS		
and client files. Assist and locate housing opportunities. Collect needed documents		
to secure employment, benefits and housing. Assist with credit repair, budgeting and		
refer to outside agencies for additional services. Other duties as described in job		
descriptions.		
		TOTAL \$ 100,000
LINE ITEM	FRINGE BENEFITS	AMOUNT
Detailed Explanation:		
Fringe benefits at 25%		CDBG \$ 25,000
		ESG
		AHF
		TOTAL \$ 25,000

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

EXHIBIT B
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**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

LINE ITEM	SUPPLIES-ADMIN USE	AMOUNT
Detailed Explanation: Supplies including office supplies such as paper, folders, toner/ink, computer software, desk supplies, and other supplies necessary to manage a facility.		CDBG \$ 863
		ESG
		AHF
		TOTAL \$ 863
LINE ITEM	SUPPLIES-CLIENT USE	AMOUNT
Detailed Explanation: Supplies including linens, blankets, pillows, towels, mattresses, mattress pads, rugs, toiletries, lice kits, kitchen and dining utensils, bowls, plates, cutlery, serving trays, paper goods, plasticware, misc food serving items, shower curtains, microwaves, toaster ovens, drinking water filtration system and supplies, maintenance and janitorial tools and supplies, computer software and other program supplies for client use.		CDBG \$ 10,000
		ESG
		AHF
		TOTAL \$ 10,000
LINE ITEM	FOOD FOR CLIENTS	AMOUNT
Detailed Explanation: Food and meals provided to residents at Cortez Hill.		CDBG \$ 55,000
		ESG
		AHF
		TOTAL \$ 55,000

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

EXHIBIT B
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**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

LINE ITEM	ANNUAL AUDIT	AMOUNT
Detailed Explanation:		
Portion of the agencies annual audit attributed to Cortez Hill Family Center.		
	CDBG	\$ 1,000
	ESG	
	AHF	
	TOTAL	\$ 1,000
LINE ITEM	AMOUNT	
Detailed Explanation:		
	CDBG	
	ESG	
	AHF	
	TOTAL	\$ -
LINE ITEM	AMOUNT	
Detailed Explanation:		
	CDBG	
	ESG	
	AHF	
	TOTAL	\$ -

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

EXHIBIT B
Page 6 of 7

**SAN DIEGO HOUSING COMMISSION'S SUBCONTRACTOR SERVICES
FY 2019 YEAR-START CONFIRMATION OF ALL SECURED FUNDING SOURCES AND BUDGETS**

This form details the total budget breakdown of each line item for the FY 2019 Project by all contributing funding sources. (1) Enter the name of all secured funding sources included in the total annual Project budget. (2) Enter the amount for each funding source title entered in row (1). (3) Enter the total Program Income (PI)/Client Generated Income (CGI) collected for each funding source title entered in row (1). (4) Enter total budget for Salaries & Wages and Fringe Benefits. (5) Enter the budget amount for each applicable PE line item for each funding source entered in row (1). (6) Enter the total Federally Approved Indirect Cost Rate budget amount for each funding source entered in row (1) and enter the budget amount for each applicable funding source entered in row (1). (7) Enter the total project budget for each applicable NPE line item listed. (8) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). (9) Enter any additional, applicable NPE budget line items and total project budget for each line item. (10) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). **NOTE: This form must be signed by an Agency position that is a Vice President/Chief Operating Officer or higher.**

AGENCY: Alpha Project for the Homeless PROJECT: Cortes Hill Family Center

Title	Print Name		Signature		Date	
(1) SECURED FUNDING SOURCE TITLE	CDBG	ESG	Affordable Housing Fund (AHF)	ALPHA PROJECT Cash, In-Kind & Leveraged Resources		TOTAL BUDGET
(2) FUNDING SOURCE AMOUNT	\$ 191,863	\$ 305,626.28	\$ 439,000	\$ 550,000		\$ 1,486,489
(3) TOTAL FICG BUDGET						\$ -
TOTAL FUNDING SOURCE AMOUNT	\$ 191,863	\$ 305,626.28	\$ 439,000	\$ 550,000	\$ -	\$ 1,486,489
(4) PERSONNEL BUDGET						
SALARIES & WAGES	\$ 100,000	\$ 224,031.00	\$ 155,307			\$ 481,338
FRINGE BENEFITS	\$ 25,000	\$ 54,194.09	\$ 39,138			\$ 120,334
SUBTOTAL PERSONNEL	\$ 125,000	\$ 282,227.09	\$ 194,445	\$ -	\$ -	\$ 601,672
(7) NON PERSONNEL BUDGET						
SUPPLIES-ADMIN USE	\$ 843	\$ 1,399.19	\$ -			\$ 2,262
SUPPLIES-CLIENT USE	\$ 10,000	\$ 10,000.00	\$ -	\$ 3,000		\$ 23,000
PUBLICATIONS/PRINTING	\$ -	\$ -	\$ -			\$ -
RENT/LEASE	\$ -	\$ -	\$ 3,400			\$ 3,600
INSURANCE	\$ -	\$ -	\$ 11,000			\$ 11,000
UTILITIES	\$ -	\$ -	\$ 100,000			\$ 100,000
COMMUNICATIONS		\$ 12,000.00				\$ 12,000
OTHER NPE - Ls + Below						\$ -
REPAIRS & MAINTENANCE	\$ -		\$ 39,300			\$ 39,300
FOOD FOR CLIENTS	\$ 55,000			\$ 140,000		\$ 215,000
ANNUAL AUDIT	\$ 1,000	\$ -	\$ -			\$ 1,000
RENT/LEASE EQUIPMENT	\$ -	\$ -	\$ 4,800			\$ 4,800
LICENSES	\$ -	\$ -	\$ 720			\$ 720
ADVERTISING/MARKETING				\$ 2,500		\$ 2,500
CLIENT ASSISTANCE - RENT				\$ 10,000		\$ 10,000
CLIENT ASSISTANCE - TRANSPORTATION				\$ 2,500		\$ 2,500
DIRECT MAIL				\$ 2,500		\$ 2,500
EQUIPMENT PURCHASE				\$ 1,000		\$ 1,000
CLIENT ASSISTANCE - STIPENDS				\$ 1,000		\$ 1,000
MISC				\$ 1,000		\$ 1,000
OFFICE SUPPLIES				\$ 1,200		\$ 1,200
POSTAGE				\$ 500		\$ 500
TECHNOLOGY EQUIPMENT				\$ 1,000		\$ 1,000
TRAINING				\$ 1,200		\$ 1,200
UNIFORMS				\$ 500		\$ 500
NON-RESIDENTIAL SUPPORTIVE SERVICES (IN-KIND)				\$ 342,100		\$ 362,100
INDIRECT COST			\$ 85,133			\$ 85,133
SUBTOTAL NONPERSONNEL	\$ 66,863	\$ 23,399.19	\$ 244,555	\$ 550,000	\$ -	\$ 884,817
TOTAL PROJECT BUDGET	\$ 191,863	\$ 305,626.28	\$ 439,000	\$ 550,000	\$ -	\$ 1,486,489

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 1 - FY 2019 BUDGET EXHIBIT**

AGENCY: Alpha Project for the Homeless

PROJECT: Cortez Hill Family Center

FUNDING SOURCE: CDBG ☐ ESG ☒ AHF ☐

SALARIES & WAGES	(Schedule 2)	<u>226,031.00</u>
FRINGE BENEFITS	(Schedule 3)	<u>56,196.09</u>
TOTAL PERSONNEL		<u>282,227.09</u>
FEDERALLY APPROVED INDIRECT COST RATE	(Schedule 4)	<u>0</u>
SUPPLIES-ADMIN USE	(Schedule 5)	<u>1,399.19</u>
SUPPLIES-CLIENT USE	(Schedule 5)	<u>10,000.00</u>
PUBLICATIONS/PRINTING	(Schedule 5)	<u>0</u>
RENT/LEASE (PROJECT OPERATIONS)	(Schedule 5)	<u>0</u>
INSURANCE	(Schedule 5)	<u>0</u>
UTILITIES	(Schedule 5)	<u>0</u>
COMMUNICATIONS	(Schedule 5)	<u>12,000.00</u>
OTHER EXPENSES (SPECIFY):		
REPAIRS & MAINTENANCE	(Schedule 5)	<u>0</u>
FOOD FOR CLIENTS	(Schedule 5)	<u>0</u>
ANNUAL AUDIT	(Schedule 5)	<u>0</u>
RENT/LEASE EQUIPMENT	(Schedule 5)	<u>0</u>
LICENSES	(Schedule 5)	<u>0</u>
ADMIN @ 10% for overall funds, 19.39% of AHF	(Schedule 5)	<u>0</u>
	(Schedule 5)	<u></u>
	(Schedule 5)	<u></u>
	(Schedule 5)	<u></u>
	(Schedule 5)	<u></u>
TOTAL NON-PERSONNEL		<u>23,399.19</u>
TOTAL PROJECT BUDGET		<u>305,626.28</u>

EXHIBIT B

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SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY Alpha Project for the Homeless

PROJECT	Cortez Hill Family Center
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[illegible]

(1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.

(2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.

(3) List the annual Agency gross pay for each position listed.

(4) List total annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

Pay Schedule (Check One)

Monthly

Biweekly

Twice a Month

EXHIBIT B

Page 2 of 6

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS**

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	ANNUAL FRINGE BENEFIT
Case Manager/Housing Navigator	FICA	3,183	1,168.00
	SUI	434	217.00
	W.C.	3,327	1,220.00
	MEDICAL	4,188	2,188.00
Case Manager/Housing Navigator	FICA	3,501	3,500.64
	SUI	434	434.00
	W.C.	3,661	3,660.80
	MEDICAL	3,600	3,600.00
Case Manager/Housing Navigator	FICA	3,501	3,500.64
	SUI	434	434.00
	W.C.	3,661	3,660.80
	MEDICAL	3,600	3,600.00
Housing Specialist	FICA	3,501	3,500.64
	SUI	434	434.00
	W.C.	3,661	3,660.80
	MEDICAL	3,600	3,600.00
Housing Specialist	FICA	3,501	3,500.64
	SUI	434	434.00
	W.C.	3,661	3,660.80
	MEDICAL	3,600	3,600.00
Supervisor, Monitor/Security	FICA	3,182	2,121.33
	SUI	434	289.33
	W.C.	3,327	2,218.00
	MEDICAL	2,989	1,992.67
TOTAL ANNUAL FRINGE BENEFITS			56,196.09

- (1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit amount of

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**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

LINE ITEM	SALARIES & WAGES	AMOUNT
Detailed Explanation:		
<u>Case Manager:</u>		
Complete assessments and intakes on each client and enter data into CES and HMIS. Coordinate and schedule appropriate client services, such as medical, dental, legal, housing counseling. Create case plans and update progress as documented in HMIS and client files. Assist and locate housing opportunities. Collect needed documents to secure employment, benefits and housing. Assist with credit repair, budgeting and refer to outside agencies for additional services. Other duties as described in job descriptions.		CDBG
		ESG \$ 226,031.00
		AHF
<u>Housing Specialist:</u>		
Assist case managers with housing readiness assistance. Landlord recruitment, retention, advocacy and mediation. Assist with coordinating move in once housing is available. Collect documents needed to obtain permanent housing. Work closely with residents to determine housing needs. Assist in completing applications for housing opportunities. Track and document all landlord and housing resources identified. Make proper referrals to available resources. Assist case managers with documentation regarding client's progress and services received. Other duties as described in job descriptions.		
<u>Supervisor, Monitor/Security</u>		
Supervises Monitor/Security staff who are responsible for monitoring premises for safety and security, conducting regular emergency, fire, and safety checks; respond to emergencies; resolve conflicts; and assist with daily facility upkeep.		
		TOTAL \$ 226,031.00
LINE ITEM	FRINGE BENEFITS	AMOUNT
Detailed Explanation:		
Fringe benefits at 25%		
		CDBG
		ESG \$ 56,196.09
		AHF
		TOTAL \$ 56,196.09
LINE ITEM	COMMUNICATION	AMOUNT
Detailed Explanation:		
IT, computer, telecom, security services including support, maintenance, upgrades, labor and materials or equipment. Includes annual cost of telephone (landline/cell), internet, data, and fax.		
		CDBG
		ESG \$ 12,000.00
		AHF
		TOTAL \$ 12,000

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

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**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

LINE ITEM	SUPPLIES-ADMIN USE	AMOUNT
Detailed Explanation: Supplies including office supplies such as paper, folders, toner/ink, computer software, desk supplies, and other supplies necessary to manage a facility.		CDBG _____ ESG \$ 1,399.19 AHF _____ _____ _____ _____
		TOTAL \$ 1,399.19
LINE ITEM	SUPPLIES-CLIENT USE	AMOUNT
Detailed Explanation: Supplies including linens, blankets, pillows, towels, mattresses, mattress pads, rugs, toiletries, lice kits, kitchen and dining utensils, bowls, plates, cutlery, serving trays, paper goods, plasticware, misc food serving items, shower curtains, microwaves, toaster ovens, drinking water filtration system and supplies, maintenance and janitorial tools and supplies, computer software and other program supplies for client use.		CDBG _____ ESG \$ 10,000.00 AHF _____ _____ _____ _____
		TOTAL \$ 10,000.00
LINE ITEM		AMOUNT
Detailed Explanation:		CDBG _____ ESG _____ AHF _____ _____ _____ _____
		TOTAL \$ -

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

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**SAN DIEGO HOUSING COMMISSION'S SUBCONTRACTOR SERVICES
FY 2019 YEAR-START CONFIRMATION OF ALL SECURED FUNDING SOURCES AND BUDGETS**

This form details the total budget breakdown of each line item for the FY 2019 Project by all contributing funding sources. (1) Enter the name of all secured funding sources included in the total annual Project budget. (2) Enter the amount for each funding source title entered in row (1). (3) Enter the total Program Income (PI)/Client Generated Income (CGI) collected for each funding source title entered in row (1). (4) Enter total budget for Salaries & Wages and Fringe Benefits. (5) Enter the budget amount for each applicable PE line item for each funding source entered in row (1). (6) Enter the total Federally Approved Indirect Cost Rate budget amount for each funding source entered in row (1) and enter the budget amount for each applicable funding source entered in row (1). (7) Enter the total project budget for each applicable NPE line item listed. (8) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). (9) Enter any additional, applicable NPE budget line items and total project budget for each line item. (10) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). **NOTE: This form must be signed by an Agency position that is a Vice President/Chief Operating Officer or higher.**

AGENCY: Alpha Project for the Homeless PROJECT: Cortes Hill Family Center

Title	Print Name		Signature		Date	
(1) SECURED FUNDING SOURCE TITLE	CDBG	ESG	Affordable Housing Fund (AHF)	ALPHA PROJECT Cash, In-Kind & Leveraged Resources		TOTAL BUDGET
(2) FUNDING SOURCE AMOUNT	\$ 191,863	\$ 305,626.28	\$ 439,000	\$ 550,000		\$ 1,486,489
(3) TOTAL FICG BUDGET						\$ -
TOTAL FUNDING SOURCE AMOUNT	\$ 191,863	\$ 305,626.28	\$ 439,000	\$ 550,000	\$ -	\$ 1,486,489
(4) PERSONNEL BUDGET						
SALARIES & WAGES	\$ 100,000	\$ 224,031.00	\$ 155,307			\$ 481,338
FRINGE BENEFITS	\$ 25,000	\$ 54,194.09	\$ 39,138			\$ 120,334
SUBTOTAL PERSONNEL	\$ 125,000	\$ 282,227.09	\$ 194,445	\$ -	\$ -	\$ 601,672
(7) NON PERSONNEL BUDGET						
SUPPLIES-ADMIN USE	\$ 843	\$ 1,399.19	\$ -			\$ 2,262
SUPPLIES-CLIENT USE	\$ 10,000	\$ 10,000.00	\$ -	\$ 3,000		\$ 23,000
PUBLICATIONS/PRINTING	\$ -	\$ -	\$ -			\$ -
RENT/LEASE	\$ -	\$ -	\$ 3,400			\$ 3,600
INSURANCE	\$ -	\$ -	\$ 11,000			\$ 11,000
UTILITIES	\$ -	\$ -	\$ 100,000			\$ 100,000
COMMUNICATIONS		\$ 12,000.00				\$ 12,000
OTHER NPE - Ls + Below						\$ -
REPAIRS & MAINTENANCE	\$ -		\$ 39,300			\$ 39,300
FOOD FOR CLIENTS	\$ 55,000			\$ 140,000		\$ 215,000
ANNUAL AUDIT	\$ 1,000	\$ -	\$ -			\$ 1,000
RENT/LEASE EQUIPMENT	\$ -	\$ -	\$ 4,800			\$ 4,800
LICENSES	\$ -	\$ -	\$ 720			\$ 720
ADVERTISING/MARKETING				\$ 2,500		\$ 2,500
CLIENT ASSISTANCE - RENT				\$ 10,000		\$ 10,000
CLIENT ASSISTANCE - TRANSPORTATION				\$ 2,500		\$ 2,500
DIRECT MAIL				\$ 2,500		\$ 2,500
EQUIPMENT PURCHASE				\$ 1,000		\$ 1,000
CLIENT ASSISTANCE - STIPENDS				\$ 1,000		\$ 1,000
MISC				\$ 1,000		\$ 1,000
OFFICE SUPPLIES				\$ 1,200		\$ 1,200
POSTAGE				\$ 500		\$ 500
TECHNOLOGY EQUIPMENT				\$ 1,000		\$ 1,000
TRAINING				\$ 1,200		\$ 1,200
UNIFORMS				\$ 500		\$ 500
NON-RESIDENTIAL SUPPORTIVE SERVICES (IN-KIND)				\$ 342,100		\$ 362,100
INDIRECT COST			\$ 85,133			\$ 85,133
SUBTOTAL NONPERSONNEL	\$ 66,863	\$ 23,399.19	\$ 244,555	\$ 550,000	\$ -	\$ 884,817
TOTAL PROJECT BUDGET	\$ 191,863	\$ 305,626.28	\$ 439,000	\$ 550,000	\$ -	\$ 1,486,489

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 1 - FY 2019 BUDGET EXHIBIT**

AGENCY: Alpha Project for the Homeless

PROJECT: Cortez Hill Family Center

FUNDING SOURCE: CDBG ☐ ESG ☐ AHF ☒

ADMINISTRATIVE EXPENSES

<u>SUPERVISOR, MONITOR/SECURITY</u>	<u>17,178</u>
<u>ADMIN @ 10% for overall funds</u>	<u>85,135</u>
<u>HMIS LICENSES</u>	<u>720</u>
<u>RENT/LEASE EQUIPMENT</u>	<u>4,800</u>
<u> </u>	<u> </u>
TOTAL ADMINISTRATIVE	<u>107,833</u>

OCCUPANCY EXPENSES

<u>MONITOR/SECURITY STAFF</u>	<u>177,267</u>
<u>RENT/LEASE</u>	<u>3,600</u>
<u>REPAIRS & MAINTENANCE</u>	<u>39,300</u>
<u>UTILITIES</u>	<u>100,000</u>
<u>INSURANCE</u>	<u>11,000</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
TOTAL OCCUPANCY	<u>331,167</u>

TOTAL PROJECT BUDGET 439,000

EXHIBIT B

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**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY**

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

(1) POSITION TITLE	(2) Premium Pay			(3) ANNUAL GROSS PAY	(4) ANNUAL SALARY & WAGES
	OT	EP	MS		
Supervisor, Monitor/Security (1 FTE)				41,600	13,866.67
Monitor/Security (1 FTE) (\$17)	X	X		35,360	35,360
Monitor/Security (1 FTE) (\$17)	X	X		35,360	35,360
Monitor/Security (1 FTE) (\$17)	X	X		35,360	35,360
Monitor/Security (1 FTE) (\$17)	X	X		35,360	35,360
TOTAL ANNUAL SALARY & WAGES					155,307

- (1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.
- (2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.
- (3) List the annual Agency gross pay for each position listed.
- (4) List total annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

<u>Pay Schedule (Check One)</u>	
<input type="checkbox"/>	Monthly
<input checked="" type="checkbox"/>	Biweekly
<input type="checkbox"/>	Twice a Month

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AGENCY	Alpha Project for the Homeless
PROJECT	Cortez Hill Family Center

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

Contract No. HHI-19-06
Rev.10/2015

AGENCY	Alpha Project for the Homeless
PROJECT	Cortez Hill Family Center

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

Contract No. HHI-19-06
Rev.10/2015

SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION*

AGENCY Alpha Project for the Homeless

PROJECT Cortez Hill Family Center

LINE ITEM	EQUIPMENT RENTAL/LEASE	AMOUNT
Detailed Explanation: Office equipment lease for copier, scanner, fax machine and other equipment.		
	CDBG	
	ESG	
	AHF	\$ 4,800.00
	TOTAL	\$ 4,800
LINE ITEM	LICENSES	AMOUNT
Detailed Explanation: HMIS licenses		
	CDBG	
	ESG	
	AHF	\$ 720.00
	TOTAL	\$ 720
LINE ITEM	INDIRECT COST	AMOUNT
Detailed Explanation: 10% admin rate for payroll, managemet, HR, marketing development, PR, and other relevent oversite.		
	CDBG	
	ESG	
	AHF	\$ 85,135.00
	TOTAL	\$ 85,135

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

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