



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: March 8, 2019

HCR19-030

SUBJECT: Interim Site for City of San Diego Single Adult Women and Families Temporary Bridge Shelter and Corresponding Memorandum of Understanding Between the San Diego Housing Commission and the City of San Diego

COUNCIL DISTRICT(S): Citywide

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

REQUESTED ACTION: That the San Diego Housing Commission (Housing Commission) recommend that the Housing Authority of the City of San Diego (Housing Authority) approve the temporary relocation of the City of San Diego's Single Adult Women and Families Temporary Bridge Shelter, (Program) operated by Father Joe's Villages (FJV), from the current site location at the intersection of 14th Street and Commercial Avenue to the San Diego Concourse, including a portion of Golden Hall, located at 202 C Street. FJV will continue to operate the Program at the temporary site beginning on or about April 1, 2019, through approximately June 30, 2019. A nine-month option to renew the operating agreement with FJV from October 1, 2018, through June 30, 2019, was approved by the Housing Authority (Resolution HA-1789) on September 18, 2018.

That the Housing Commission recommend that the Housing Authority and City Council approve the execution of an amendment to the Memorandum of Understanding between Housing Commission and City for oversight and administration of the Temporary Bridge Shelters. The current term is for one year, from July 1, 2018, through June 30, 2019.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The current location at the intersection of 14th Street and Commercial Avenue for the City of San Diego Temporary Bridge Shelter operated by Father Joe's Villages (FJV) must close due to scheduled construction of a permanent supportive housing development on that site.
- As an interim solution, Program participants will be temporarily relocated to the San Diego Concourse, including portions of Golden Hall at 202 C Street as selected by the City. It is anticipated that operations at the interim location will begin on or about April 1, 2019 through approximately June 30, 2019. FJV will continue to operate the program with existing funds.
- Authorization to execute the third option to renew all operating agreements for the Temporary Bridge Shelter Programs will be brought forward for approval prior to the expiration of their current contract term on June 30, 2019.



REPORT

DATE ISSUED: February 28, 2019

REPORT NO: HCR19-030

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of March 8, 2019

SUBJECT: Interim Site for City of San Diego Single Adult Women and Families Temporary Bridge Shelter and Corresponding Memorandum of Understanding Between the San Diego Housing Commission and the City of San Diego

COUNCIL DISTRICT: Citywide

REQUESTED ACTION

That the San Diego Housing Commission (Housing Commission) recommend that the Housing Authority of the City of San Diego (Housing Authority) approve the temporary relocation of the City of San Diego's Single Adult Women and Families Temporary Bridge Shelter, (Program) operated by Father Joe's Villages (FJV), from the current site location at the intersection of 14th Street and Commercial Avenue to the San Diego Concourse, including a portion of Golden Hall, located at 202 C Street. FJV will continue to operate the Program at the temporary site beginning on or about April 1, 2019, through approximately June 30, 2019. A nine-month option to renew the operating agreement with FJV from October 1, 2018, through June 30, 2019, was approved by the Housing Authority (Resolution HA-1789) on September 18, 2018.

That the Housing Commission recommend that the Housing Authority and City Council approve the execution of an amendment to the Memorandum of Understanding between Housing Commission and City for oversight and administration of the Temporary Bridge Shelters. The current term is for one year, from July 1, 2018, through June 30, 2019.

STAFF RECOMMENDATION

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

Housing Authority:

- 1) Authorize the execution of the first amendment to the second option to renew the agreement with Father Joe's Villages (FJV) for the temporary relocation of the City of San Diego's Temporary Bridge Shelter for Adult Single Women and Families to the San Diego Concourse, including portions of Golden Hall, located at 202 C Street;
- 2) Authorize the execution of an amendment of the Memorandum of Understanding between the Housing Commission and the City of San Diego for oversight and administration of the City of San Diego's Temporary Bridge Shelter Programs; and
- 3) Authorize the President & Chief Executive Officer (President & CEO) of the Housing Commission, or designee, to execute all documents and instruments that are necessary and/or

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appropriate to implement these approvals, in a form approved by General Counsel, and to take such actions necessary and/or appropriate to implement this approval.

City Council:

Approve execution of an amendment to the Memorandum of Understanding (MOU) between the City and Housing Commission for oversight and administration of the City of San Diego's (City) Temporary Bridge Shelter Programs.

SUMMARY

The Housing Commission administers the agreements for the City's Homeless Shelters and Services Programs based on an MOU between the Housing Commission and the City that first took effect on July 1, 2010. The Housing Commission and City entered into a separate MOU for the City's Temporary Bridge Shelter Programs, which was approved by the Housing Commission Board of Commissioners on November 3, 2017, (Report No. HCR17-079) and the Housing Authority and City Council on November 14, 2017 (Report No. HAR17-029). The first option to extend the MOU between the Housing Commission and the City for oversight and administration of the Temporary Bridge Shelters for one year, from July 1, 2018, through June 30, 2019, was approved by the Housing Authority (Resolution HA-1781) and City Council (Resolution R-311774) on May 22, 2018.

In November 2017, the Housing Commission Board of Commissioners (Board), City Council, and Housing Authority authorized the execution of agreements for the operation of the City's Temporary Bridge Shelters for a period of seven months from December 1, 2017, through June 30, 2018. This approval supported the oversight and management of the City's Temporary Bridge Shelters, operated at three sites within the City, with the goals of addressing homelessness in the City and combatting the regional Hepatitis A outbreak at the time. In May 2018, the Housing Commission Board, City Council, and Housing Authority authorized the execution of the first option to renew agreements for the operation of the City's Temporary Bridge Shelters for a period of three months, from July 1, 2018, through September 30, 2018. In September 2018, the Housing Commission Board of Commissioners (Board) and the Housing Authority authorized the execution of the second option to renew each of the Shelter Program Agreements for nine months, through June 30, 2019.

The City's Temporary Bridge Shelters offer a safe, centralized location for men, women, and children experiencing homelessness to receive temporary housing and appropriate services needed to expedite placement into permanent housing using the principles of Housing First, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

As originally anticipated, the current program site location at the intersection of 14th Street and Commercial Avenue must close due to scheduled construction of a permanent affordable housing facility on that site. As an interim solution, Program participants will be temporarily relocated to the San Diego Concourse, including portions of Golden Hall at 202 C Street as selected by the City. It is anticipated that operations at the interim location will begin on or about April 1, 2019 through approximately June 30, 2019. FJV will continue to operate the Program with existing funds. Relocation of equipment and participants will be arranged and managed by the City, with the support of the project partners, Housing Commission and FJV. Program participants will be moved to a permanent site after the proper approvals have been granted. The roles and responsibilities of the move to the interim site are detailed in an amended MOU between the City of San Diego and the Housing Commission (Attachment 1) and the amended operator contract (Attachment 2) and MOU amendments.

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Authorization to execute the third option to renew all operating agreements for the Temporary Bridge Shelter Programs will be brought forward for approval prior to the expiration of their current contract term on June 30, 2019.

AFFORDABLE HOUSING IMPACT

As San Diegans continue to live in a City-declared “housing emergency,” the need for immediate housing assistance is critical to the well-being of community members. The City’s Temporary Bridge Shelters serve this purpose by providing overnight shelter with supportive services to men and women experiencing homelessness. Individuals participating in the programs represent some of San Diego’s most vulnerable citizens, as 100 percent of program participants are homeless, with very low to moderate incomes.

FISCAL CONSIDERATIONS

Not applicable. The requested action does not include an additional funding request.

EQUAL OPPORTUNITY/CONTRACTING

FJV is a local nonprofit organization. As a nonprofit, they are exempt from the requirement to submit Workforce Reports.

PREVIOUS COUNCIL and/or COMMITTEE ACTION

On September 18, 2018, the Housing Authority approved Resolution HA-1789, approving the execution of the second renewal option to extend the term of the Agreements between the Housing Commission and the Operators of three City’s Temporary Bridge Shelter Programs located at sites in Barrio Logan, Midway and East Village for nine months until June 30, 2019.

On May 22, 2018, the Housing Authority approved Resolution HA-1781, approving the execution of the first renewal option of the MOU between the City and the Housing Commission for the Housing Commission to oversee, administer, and manage the City’s three Temporary Bridge Shelters located at sites in Barrio Logan, Midway, and East Village, along with agreements with the operators for each of the shelters. The City Council also approved Resolution R-311774, authorizing the execution of the first renewal option of the MOU between the City and the Housing Commission for a one-year term, from July 1, 2018, through June 30, 2019.

On November 14, 2017, the Housing Authority approved Resolution HA-1755, authorizing the signing of an MOU between the City and the Housing Commission for the Housing Commission to oversee, administer, and manage the City’s three Temporary Bridge Shelters located at sites in Barrio Logan, Midway, and East Village and agreements with the operators for each of the shelters. Resolution HA-1755 also approved an amendment to the Housing Commission’s budget to support these three shelters. The City Council also approved Resolution R-311427, authorizing the execution of the MOU between the City and the Housing Commission.

On October 2, 2017, the City Council approved Resolution R-311331, declaring a shelter crisis in the City of San Diego.

On June 6, 2017, the Housing Authority and City Council approved Resolutions HA-1730 and R-311169, respectively, which authorized the expanded use of funds from the sale of the Hotel Metro and the ground

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lease of San Diego Square Senior Apartments for the purposes referenced within Housing Authority Report No. HAR17-014, including, without limitation, any funds within Low Income Lease Revenue Funds 200398 and 10540 and specifically granting such authority pursuant to the provisions of City Council Resolution Nos. R-224179 and R-218880.

On April 26, 2016, the City Council approved Resolution R-310408, declaring a shelter crisis in the City of San Diego.

On March 1, 2016, the Housing Authority and City Council approved Resolutions HA-1681 and R-310284, respectively, which authorized the use of funds from the sale of Hotel Metro and the ground lease of San Diego Square Senior Apartments for the purposes referenced within Housing Authority Report No. HAR16-006, including, without limitation, any funds within Low Income Lease Revenue Funds 200398 and 10540 and specifically granting such authority pursuant to the provisions of City Council Resolution Nos. R-224179 and R-218880.

On March 24, 2015, the City Council approved Resolution R-309576, declaring a shelter crisis in the City of San Diego.

ENVIRONMENTAL REVIEW

The activities described in the report are not a project as defined in California Environmental Quality Act (CEQA) Section 15378 and, therefore, are not subject to CEQA pursuant to Section 15060 (c)(3) of the State CEQA Guidelines and/or are categorically exempt under multiple separate provisions of CEQA, including Sections 15301, 15304 (e), 15311(c) which includes the placement of temporary or seasonal facilities designed for public use. Since there are no federal funds being used for this action, no National Environmental Policy Act environmental clearance is required at this time.

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) Draft Amended Memorandum of Understanding
- 2) Draft Amended Operator Contract

Hard copies are available for review during business hours at the security information desk in the main lobby and at 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

**THIRD AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE PROVISION OF TEMPORARY BRIDGE SHELTERS**

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

RECITALS

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

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

WHEREAS, the term for the operation of the Temporary Storage Center which is primarily dealt with in the First Amendment runs separate and apart from the Temporary Bridge Shelter program as set forth in the MOU, which was and is dealt with primarily in the original MOU; each program shall be treated separately when exercising options or providing funding for each program;

WHEREAS, on May 22, 2018 the Housing Authority for the City of San Diego and the City Council approved extension of the term of the MOU for one additional year from July 1, 2018 through June 30, 2019.

WHEREAS, the parties executed a Second Amendment to the MOU dated November 29, 2018 to reflect the extension o the term of the MOU though June 30, 2019.

WHEREAS, the parties now desire to amend the MOU to reflect a temporary relocation of the Women and Family Program to the site located at Golden Hall at 202 C Street, as selected by the City, and the duties and responsibilities of the parties associated with the relocation and continued operation of the Women and Family Program.

NOW THEREFORE, the City and Commission agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Third Amendment by this reference, as though fully set forth in this Third Amendment.
2. Section II(C). Section II(C) of the MOU shall be revised to include the following:
 7. Revise any contracts relating to the Women and Family Program to reflect continued operation of the Women and Family Program at the temporary site located at Golden Hall, 202 C Street, San Diego, CA 92101 (“Temporary Site”). Further, ensure revision to Women and Family Program contracts includes the obligations set forth in this Section for operation at the temporary relocation site.

All other portions of Section II(C) shall remain unchanged and in full force and effect.

3. Section II(E) “Exclusions.” Section II(E) “Exclusions” shall be revised to include the following:
 4. Additional responsibilities with respect to the temporary relocation of the Women and Family Program to the Temporary Site, including but not limited to:
 - a. Securing all necessary permits and clearances for the operation of the Temporary Site for the Women and Family Program and providing documentation that the use is allowed at that location.
 - b. Entering into any agreement for the use of the Temporary Site.
 - c. Providing moving services to relocate all beds and client personal property items from the current site to the Temporary Site.
 - d. Providing transportation of all clients from the current site to the Temporary Site.
 - e. Providing for take down of beds from current site and relocation and construction of the beds at the Temporary Site.
 - f. Providing for maintenance of the Temporary Site.
 - g. Providing site security at the Temporary Site.

All other portions of Section II(E) shall remain in full force and effect.

4. Confirmation of MOU. The MOU, as amended by this Third Amendment, is in all respects confirmed and all of the terms, provisions and conditions of the MOU, as amended by this Third Amendment, shall be and remain in full force and effect.

5. Entire Agreement. The MOU, as amended by this Third Amendment, represents the entire understanding between the Parties about the subject matter of the MOU, as amended.
6. Counterparts. This Third Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including facsimile or electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.
7. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Third Amendment. The Parties have participated substantially in the negotiation, drafting, and revision of this Third Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this Third Amendment may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this Third Amendment. The words “include” and “including” in this Third Amendment shall be construed to be followed by the words: “without limitation.” Each collective noun in this Third Amendment shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Third Amendment, refers to such document, as modified from time to time (excepting any modification that violates the MOU), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this Third Amendment includes the word “and,” except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this Third Amendment refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.
8. Binding on Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.
9. No Other Representations or Warranties. Except as expressly set forth in this Third Amendment, no Party makes any representation or warranty material to this Third Amendment to any other Party.
10. Incorporation of Defined Terms. All terms, phrases and words indicated to be defined terms by initial capitalization in this Third Amendment that are not specifically defined in this Third Amendment (if any) shall have the meaning ascribed to the same term, phrase or word in the Agreement.

IN WITNESS WHEREOF, this Third Amendment to MOU is entered into by the City of San Diego, acting by and through its Mayor or designee, and by the San Diego Housing

Commission, by and through the signature of Commission's authorized representative(s), all as set forth below.

SAN DIEGO HOUSING COMMISSION,
a public agency

Title: _____

Date: _____

By: _____

Jeff Davis
Chief of Staff

Date: _____

APPROVED AS TO FORM:

MARA W. ELLIOTT
CITY ATTORNEY

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP,
a California Limited Liability Partnership

By: _____

Deputy City Attorney

By: _____

Charles B. Christensen
General Counsel

Date: _____

Date: _____

CITY OF SAN DIEGO
a California municipal corporation

By: _____

Print Name: _____

**FIRST AMENDMENT TO SECOND OPTION
SAN DIEGO HOUSING COMMISSION AGREEMENT
FOR
TEMPORARY BRIDGE SHELTER - OPERATION
WITH
ST. VINCENT DE PAUL VILLAGE, INC. dba FATHER JOE'S VILLAGES
AGREEMENT NO. HHI-18-13.2**

WHEREAS, the San Diego Housing Commission ("Commission") and St. Vincent De Paul Village, Inc. dba Father Joe's Villages ("Contractor") entered into that certain Agreement for Temporary Bridge Shelter - Operation (the "Agreement"), dated December 5, 2017.

WHEREAS, on September 12, 2018, the Commission exercised the First of three options contained in Section 103 of the Agreement in order to provide a continuation of services under the Agreement's original "Specifications/Scope of Work" contained in Contract Attachment No. 2 (First Option).

WHEREAS, on September 12, 2018, the Commission and Contractor amended and replaced the previous "PROGRAM AND GOAL OUTCOMES" and to update the budget to provide a continuation of services under the Agreement (First Amendment).

WHEREAS, on January 2, 2019, the Commission exercised the Second of three options contained in Section 103 of the Agreement in order to provide a continuation of services under the Agreement (Second Option).

WHEREAS, on January 2, 2019, the Commission and Contractor amended and replaced the previous "Specifications/Scope of Work" contained in Contract Attachment No. 2 and to update the budget to provide a continuation of services under the Agreement (Second Amendment).

WHEREAS, on January 2, 2019, the Commission and Contractor amended the Agreement to modify the Termination clause by replacing the termination clause contained in Section 214 of Contract Attachment No. 1 (Second Amendment).

WHEREAS, the current program site location at 14th and Commercial streets must close for construction for a permanent affordable housing facility.

WHEREAS, the Commission and Contractor wish to amend the Second Option to relocate the Program Site Location.

NOW THEREFORE, the parties hereby agree as follows:

1. Contract Attachment No. 2 "Specifications/Scope of Work" Section 1, Section 1 "Program Site Location" of Contract Attachment No. 2 "Specifications/Scope of Work" as amended,

is hereby eliminated and substituted the following in its place and stead:

“PROGRAM SITE LOCATION

Contractor will operate the City of San Diego Temporary Bridge Shelter – Single Adult Women and Families (Program) at 1402 Commercial Street in San Diego, CA 92113 from October 1, 2018 and continue through March 30, 2019.

Contractor will operate the Program at 202 C Street, San Diego, CA 92101 on or after April 1, 2019 and continue through June 30, 2019. All references to Program Location after the relocation will be at 202 C Street, San Diego, CA 92101.

The Program will operate seven days per week, 24 hours per day, including holidays (Program Operating Schedule).”

2. Contract Attachment No. 2 “Specifications/Scope of Work” Section 5. Program element entitled “Basic Services” under Section 5.f of Contract Attachment No. 2 “Specifications/Scope of Work” is hereby eliminated and substituted the following:

Basic Services	<ol style="list-style-type: none">1. A maximum of 150 beds for Single Adult Women and Families experiencing homelessness at the Program Location that complies with all permitting and regulatory requirements2. At least two (2) meals per day3. Maintain City-provided showers, wash stations, restrooms, laundry in an ADA-compliant environment4. Telephone access and message services, including an ADA-compliant telephone as supplied by Commission5. Janitorial and routine maintenance6. Access to testing for communicable diseases provided directly by the City or County of San Diego (e.g., Hepatitis A)7. Any other services as set forth in the Budget which is attached to this Agreement as Contract Attachment No. 3 and made part hereof.
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All other portions of Section 5 of Contract Attachment No. 2 “Specifications/Scope of Work” except as amended herein shall remain unchanged and in full force and effect.

3. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to amend the Second Option under the Agreement, all of the terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.
4. Counterparts. This First Amendment to Second Option may be executed in any number of counterparts and, as so executed the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT TO SECOND OPTION to be executed this _____ day of _____, 2019.

CONTRACTOR:

ST. VINCENT DE PAUL VILLAGE, INC. dba FATHER JOE'S VILLAGES

By: _____
Deacon Jim Vargas
President & CEO

Date: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

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

Date: _____

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

Date: _____

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

Date: _____

Approved as to Form:
Christensen & Spath LLP

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

Date: _____