



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

DATE ISSUED: April 25, 2019

REPORT NO: HAR19-016

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego and the San Diego City Council
For the Agenda of June 11, 2019

SUBJECT: Fiscal Year 2020 City of San Diego Bridge Shelter Programs 12-Month Operating Agreements and Corresponding Memorandum of Understanding Between the San Diego Housing Commission and City of San Diego

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

That the Housing Authority of the City of San Diego (Housing Authority) approve a sole source contract award of the operating agreements with Alpha Project for the Homeless, Veterans Village of San Diego, and Father Joe's Villages for the operation of the three City of San Diego Bridge Shelters, for a single 12-month term, from July 1, 2019, through June 30, 2020, as well as recommend approval to amend and extend the Memorandum of Understanding (MOU) between the San Diego Housing Commission (Housing Commission) and the City of San Diego through June 30, 2020, for oversight and administration of the City's Bridge Shelters.

STAFF RECOMMENDATION

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:

Action Item for Award and Execution of Operating Agreements with Alpha Project for the Homeless and Veterans Village of San Diego:

- 1) Authorize the award and execution of operating agreements for a 12-month term with Alpha Project for the Homeless (Alpha Project) for the operation of the City of San Diego's (City) Bridge Shelter for Single Adults, in the amount of \$5,317,212 and Veterans Village of San Diego (VVSD) for the operation of the City's Bridge Shelter for Veterans, in the amount of \$3,520,644; funding for the two existing Bridge Shelters will be from San Diego Housing Commission (Housing Commission) Property Reserves and Moving To Work (MTW) funding;

Action Item for Award and Execution of an Operating Agreement with Father Joe's Villages:

- 2) Authorize the award and execution of an operating agreement for a 12-month term with Father Joe's Villages (FJV) for the operation of the City's Bridge Shelter for Families and Single Women, in the amount of \$2,472,492; funding for this Bridge Shelter will be exclusively from Housing Commission Property Reserves – no federal funding will be used on this project;

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Common Action Items:

- 3) Authorize the amendment to the MOU between the Housing Commission and the City to update the location of the City's Bridge Shelter for Families and Single Women, extend the term of the section option to coincide with the term of the operating agreements, and to execute the second option to extend MOU between the Housing Commission and the City for the Bridge Shelters for a one-year term, from July 1, 2019, through June 30, 2020, in accordance with Housing Authority Resolution Number HA-1789;
- 4) 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 appropriate to implement these approvals, in a form approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals;
- 5) Authorize the President & CEO to increase compensation to Alpha Project, VVSD, and FJV to allow each service provider to assume responsibility for facility support at the shelters, without further action by the Board of Commissioners (Board) of the Housing Commission, provided that the City demonstrates that the funding has already been provided in the FY2020 budget for such purpose, and the operators are able to procure contracts for said services under generally the same terms, conditions, and amounts that the City has currently secured, and that the City amend the terms of the MOU between the City and the Housing Commission to detail the transfer of funds provided in the City's FY 2020 budget to the Housing Commission for the purpose of covering all costs incurred by the operators related to the facilities contracts;
- 6) Authorize the President & CEO to extend and execute the Second Option to the Memorandum of Understanding with the City of San Diego; and
- 7) Authorize the President & CEO, or designee, to substitute funding sources and/or increase compensation by not more than 10 percent of the total agreement amount for the proposed agreement, if necessary, 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.

City Council:

Approve an amendment to the MOU between the City and the Housing Commission for oversight and administration of the Bridge Shelters, to update the location of the City's Bridge Shelter for Families and Single Women, to extend the term of the second option to coincide with the term of the operating agreements, and to execute the second renewal option for a one-year term, from July 1, 2019, through June 30, 2020, in accordance with City Council Resolution Number R-312285.

SUMMARY

The Housing Commission administers the agreements for the City of San Diego's (City) 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 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 San Diego City Council (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 Bridge Shelters for one year,

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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 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 Shelters, operated at three sites within the City, with the goals of addressing homelessness in the City and combatting the regional Hepatitis A outbreak.

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 Bridge Shelters for a period of three months, from July 1, 2018, through September 30, 2018.

In September 2018, the Housing Commission Board, City Council, and Housing Authority authorized the execution of agreements for the operation of the City's Bridge Shelters for a period of nine months from October 1, 2018, through June 30, 2019. This approval increased overall funding for the City's Bridge Shelter Program to allow for staffing increases as recommended by the third-party evaluation conducted by Focus Strategies and supported the oversight and management of the Shelters.

The Bridge Shelters utilize a Housing First model to offer safe, low-barrier temporary housing and appropriate services to prepare individuals and families who are experiencing homelessness for the most appropriate permanent or longer-term housing solution. On a nightly basis, the Bridge Shelters provide 674 beds for single adults, veterans and families with children who are experiencing homelessness in the City of San Diego. From the commencement of Bridge Shelter operations in December 2017 through March 31, 2019, 3,801 individuals have been provided with temporary shelter and supportive services, and 734 individuals have moved on to permanent or other longer-term housing solutions.

The original contract agreements for the operation of the Shelters provided that a third-party evaluation of the Shelters would start in their fourth operating month. In July 2018, Focus Strategies, the third-party evaluator, provided recommendations to enhance the availability of housing-focused services. They recommended that in order to provide stabilization to the high-need population being served, and to maximize opportunities to connect individuals to a variety of housing interventions, higher level case management and housing stabilization positions were needed. Based on input received from the members of the Housing Authority, the recommended programmatic changes were incorporated into the operator contracts. They included reductions in staffing in some categories and increases in staffing in other categories to align with the actual needs of the population observed and to improve the number of successful outcomes.

To augment the implemented staffing changes, and bring robust supports to the shelter operators, the Housing Commission is procuring industry experts to provide intensive housing-focused shelter training and technical assistance to the Bridge Shelter staff throughout Fiscal Year 2020. This intensive training would enhance the housing-focused services that are currently being provided, and continue to emphasize and maintain staff focus on assisting individuals and families in shelter to identify and connect to the most appropriate permanent housing solutions as quickly as possible. The Housing Commission will also include the City's Interim Shelter programs in this intensive training plan in an effort to enrich and align shelter services across the City. Any training and technical assistance would include an after-action evaluation to identify advances in service delivery that have been achieved and

what additional actions and supports would best support the outcomes of the Bridge Shelter and Interim Shelter programs.

Since the Bridge Shelters opened in December 2017, a goal has been to prioritize intakes in conjunction with a household's status in the Coordinated Entry System (CES). This resulted in the identification of four CES status levels. Since January 2019, the Regional Task Force on the Homeless (RTFH) has restructured CES, necessitating a re-examination of the priority level definitions. Additionally, with the implementation of a new Homeless Management Information System (HMIS) database by RTFH in January 2019, an opportunity exists to move toward a more data-informed assignment of priority levels. As a result, it is recommended that the following definitions be used to determine prioritization within the Bridge Shelters:

- Service Level 1: Referred Households: Households who have been referred to a permanent housing provider in CES.
- Service Level 2: Service Connected Households: Households who have not been referred to a permanent housing provider in CES, but are active on the CES prioritized by-name-list prior to entry into the Bridge Shelter.
- Service Level 3: Unconnected Households: Households who are not active on the CES prioritized by-name-list prior to entry into the Bridge Shelter or are newly entered in HMIS

The redefined service levels reflect how CES operates in its redesigned state; it is a more simplified and streamlined CES that is intended to create better access to available housing subsidies. Additionally, a household's service level designation at entry will help to inform case planning at the Bridge Shelter. For Service Level 1 households, Bridge Shelter staff will focus on ensuring the household is engaged in regular and effective communication with their permanent housing provider, and shelter staff will work in conjunction with that provider to exit the household to permanent housing as quickly as possible. For Service Level 2 households, Bridge Shelter staff will focus on next steps to achieve a permanent or other longer-term housing solution through further assessments in HMIS, advocacy in case conferencing for appropriate permanent housing resources through CES, and/or case management to resolve homelessness outside of the resources available through CES. For Service Level 3 households, who are newly homeless or are not active on the CES prioritized by-name list prior to entry into the Bridge Shelter, staff will focus on engaging the household in diversion conversations to resolve homelessness, beginning triage assessments in HMIS, and identifying household needs regarding permanent housing solutions if diversion attempts are not successful. Lastly, the redefined service levels also allow for more accurate and automated reporting through HMIS.

Due to quality contract performance by Father Joe's Villages, Alpha Project for the Homeless, and Veterans Village of San Diego, the Housing Commission is exercising the ability to utilize sole source justifications to renew the contracts in accordance with Statement of Procurement Policy PO-PUR-373.01 Section 14.2.

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 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

Of the proposed funding approved by this action, \$11,310,348 is included in the Housing Commission's Fiscal Year 2020 budget for the three providers plus an additional \$296,955 for Housing Commission administrative costs and contingencies (which includes the \$75,000 to conduct intensive Housing Focused Shelter third-party training activities and after action evaluation), approved by the Housing Commission's Board on May 3, 2019, and pending approval by the Housing Authority on June 11, 2019. Additionally, approving this action will result in the provision of approximately 324 beds at the Single Adult Shelter to single adults experiencing homelessness; 150 beds at the Shelter for Families and Single Women to families and single women experiencing homelessness; and 200 beds at the Veterans Shelter to single adult veterans experiencing homelessness, at an average provider cost of \$45.98 per bed night.

Funding sources and uses approved by this action are outlined in the table below.

Table 1: Funding Sources and Uses

FUNDING SOURCE	FUNDING USE				
	<i>Alpha</i>	<i>VVSD</i>	<i>FJV</i>	<i>Housing Commission</i>	<i>TOTAL</i>
Local Property Reserves	\$917,212	\$820,644	\$2,472,492	\$296,955	\$4,507,303
MTW (Moving To Work)	\$4,400,000	\$2,700,000	\$0	\$0	\$7,100,000
Total	\$5,317,212	\$3,520,644	\$2,472,492	\$296,955	\$11,607,303

EQUAL OPPORTUNITY/CONTRACTING

Alpha, VVSD, and FJV are local nonprofit organizations. As nonprofits, they are exempt from the requirement to submit Workforce Reports.

PREVIOUS COUNCIL and/or COMMITTEE ACTIONS

On September 18, 2018, the Housing Authority approved Resolution HA-1789, approving the execution of the second option to renew operating agreements with Alpha Project for the Homeless, Veterans Village of San Diego, and Father Joe's Villages for the operation of the three City of San Diego Bridge Shelters for a nine-month term, from October 1, 2018, to 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 three Bridge Shelters 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 three Bridge Shelters 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

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Housing Commission's budget to support those 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 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 24, 2015, the City Council approved Resolution R-309576, declaring a shelter crisis in the City of San Diego.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include: the Bridge Shelter Program clients receiving housing specialist and case management services for 674 homeless individuals daily.

ENVIRONMENTAL REVIEW

Based on funding sources, the Environmental Reviews for the Bridge Shelters are as follow:

Bridge Shelter for Families and Single Women (Father Joe's Villages):

This project is not subject to CEQA pursuant to California Government Code section 8698.4, which provides that actions taken by a city to lease, convey, or encumber land owned by a city, or to facilitate the lease, conveyance, or encumbrance of land owned by the local government for, or to provide financial assistance to, a homeless shelter is not subject to CEQA. In addition, this activity is not subject to CEQA pursuant to Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Since there are NO federal funds being used for this action, National Environmental Policy Act environmental clearances are not required at this time.

Bridge Shelter for Single Adults (Alpha Project) and Bridge Shelter for Veterans (VVSD):

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. A final reservation of federal funds shall occur only upon satisfactory completion of a National Environmental Policy Act (NEPA) review. A preliminary determination has defined the activities contemplated herein, including operation of the facility, to be categorically excluded from NEPA pursuant to Section 58.35(b)(2) and 93) and exempt per Section 58.34(a)(3) and (4) of Title 24 of the Code of Federal

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Regulations. The parties agree that the provision of any federal funds to the project is conditioned on the City of San Diego's final NEPA review and approval.

Respectfully submitted,



Lisa Jones
Senior Vice President
Homeless Housing Innovations
San Diego Housing Commission

Approved by,



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

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.

**FOURTH 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 Fourth 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 ("Fourth Amendment") is dated as of _____, 2019, 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 is in the First Amendment to the MOU and runs separate and apart from the Temporary Bridge Shelter program as set forth in the original MOU; each program shall be treated separately when exercising options or providing funding;

WHEREAS, on May 22, 2018 the Housing Authority for the City of San Diego and the City Council approved extension of the MOU term 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 of the term of the MOU though June 30, 2019.

WHEREAS, the Parties executed a Third Amendment to 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.

WHEREAS, the Parties now desire to exercise the final option as set forth in the MOU and extend the term of the final option to match the term of the operator contracts for the Bridge Shelters and amend the MOU to reflect the new location 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 Fourth Amendment by this reference, as though fully set forth in this Fourth 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”) and eventual transfer to the final site located at 17th Street and Commercial (“Final Site”). Further, ensure revision to Women and Family Program contracts includes the obligations set forth in this Section for operation at the Temporary Site and Final Site.

All other portions of Section II(C) as amended 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 and Final Site, including but not limited to:
 - a. Securing all necessary permits and clearances for the operation of the Temporary Site and Final Site for the Women and Family Program.
 - b. Entering into any agreement for the use of the Temporary Site and Final Site.
 - c. Providing moving services to relocate all beds and client personal property items from the current site to the Temporary Site and Final Site.
 - d. Providing transportation of all clients from the current site to the Temporary Site and Final Site.
 - e. Providing for take down of beds from current site and relocation and construction of the beds at the Temporary Site and Final Site.
 - f. Providing for additional maintenance of the Temporary Site and Final Site which is not included in the operator contract for the Women and Family Program.

- g. Providing additional site security at the Temporary Site and Final Site which is not included in the operator contract for the Women and Family Program.

The above items set forth in Section II(E)(4) are expressly not Commission responsibilities and are the sole responsibility of the City, including funding. However, in the event that there is any surplus, as defined herein, available in the Commission's operator contract for the Women and Family Program, those funds shall be utilized by the Commission to help supplement the funding for the items set forth herein as City responsibilities. For the purposes of this MOU, "Surplus" shall mean funds that are committed but not expended, and are not needed for the operation of the Women and Family Program at the Temporary Site. The Surplus shall be determined by reviewing actual expenditures and invoices submitted by the Commission's contractor on a month to month basis. The final Surplus amount shall be determined at the reasonable discretion of the Chief of Staff of the Commission, or designee. Any Surplus will be paid to the City in arrears in order to ensure that appropriated funds are not jeopardized for future services which are required in the operation of the Women and Family Program at the Temporary Site.

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

- 4. MOU Term Extension. The Parties agree to extend the term of the Third Option as contained in Article V (A) for the term of one (1) year to coincide with the operator agreements. The Parties exercise the Third Option as amended herein to extend the term of the Temporary Bridge Shelter MOU from July 1, 2019 through June 30, 2020.
- 5. Confirmation of MOU. The MOU, as amended by this Fourth Amendment, is in all respects confirmed and all of the terms, provisions and conditions of the MOU, as amended by this Fourth Amendment, shall be and remain in full force and effect.
- 6. Entire Agreement. The MOU, as amended by this Fourth Amendment, represents the entire understanding between the Parties about the subject matter of the MOU, as amended.
- 7. Counterparts. This Fourth 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.
- 8. 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 Fourth Amendment. The Parties have participated substantially in the negotiation, drafting, and revision of this Fourth Amendment, with advice from legal and other counsel and advisers of their own

selection. A word, term or phrase defined in this Fourth 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 Fourth Amendment. The words "include" and "including" in this Fourth Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this Fourth 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 Fourth 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 Fourth 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 Fourth Amendment refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

9. Binding on Successors and Assigns. This Fourth Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.
10. No Other Representations or Warranties. Except as expressly set forth in this Fourth Amendment, no Party makes any representation or warranty material to this Fourth Amendment to any other Party.
11. Incorporation of Defined Terms. All terms, phrases and words indicated to be defined terms by initial capitalization in this Fourth Amendment that are not specifically defined in this Fourth Amendment (if any) shall have the meaning ascribed to the same term, phrase or word in the MOU.

IN WITNESS WHEREOF, this Fourth 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

APPROVED AS TO FORM:

By: _____
Jeff Davis
Chief of Staff

CHRISTENSEN & SPATH LLP,
a California Limited Liability Partnership

Date: _____

By: _____

Charles B. Christensen
General Counsel

Date: _____

CITY OF SAN DIEGO
a California municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MARA W. ELLIOTT
CITY ATTORNEY

By: _____

Katherine A. Malcolm
Deputy City Attorney

Date: _____

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR TEMPORARY BRIDGE SHELTER – OPERATION
WITH
ALPHA PROJECT FOR THE HOMELESS

Contract No. HHI-19-19

THIS AGREEMENT, entered into this ____ day of _____ 2019,

between the Commission:

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

and the Contractor:

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

is as follows:

101. DESCRIPTION OF WORK

Contractor shall provide Temporary Bridge Shelter – Operation services to the Commission as generally described in the Specifications/Scope of Work attached hereto. The services provided under this Agreement were procured via non-competitive procurement in compliance with and pursuant to the Commission’s Procurement Policy. A sole source justification for this procurement can be found in the file relating to this Agreement.

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 July 1, 2019 through June 30, 2020.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of FIVE MILLION THREE HUNDRED SEVENTEEN THOUSAND TWO NINE AND NO/100 DOLLARS (\$5,317,209.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

The Commission will disburse one month's worth of funding in advance by the first of each month. Contractor will provide proof of spending by the 18th of the following month. Upon reconciliation, any variances will be deducted from or added to the following disbursement. The Commission reserves the right to delay disbursement if proof of spending is not submitted in a timely manner. Contractor will return any unspent funds within 30 days of the Commission's fiscal year end.

d. Funding Source

During the initial term of this Agreement, Commission retains the right to modify the funding source(s) as necessary, including but not limited to, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

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

Signature Page to Agreement for Temporary Bridge Shelter – Operation services with St. Vincent De Paul, Inc. (Contract No. HHI-19-19):

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

CONTRACTOR:

ST. VINCENT DE PAUL, INC., DBA FATHER JOE’S VILLAGES

By: _____

Date: _____

Name: _____

Title: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Date: _____

Jeff Davis

Executive Vice President and Chief of Staff

By: _____

Date: _____

Lisa Jones

Senior Vice President of Homeless Housing Innovations

By: _____

Date: _____

Debra Fischle-Faulk

Vice President of Procurement and Compliance

Approved as to Form:

Christensen & Spath LLP

By: _____

Date: _____

Charles Christensen

General Counsel for San Diego Housing Commission

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. 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 or where it is already in the public domain through no fault of the Contractor. Nothing contained herein shall preclude Contractor from discussing Contractor's operations of the Temporary Bridge Shelter for Single Adult Women and Families.

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 (12) 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.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee'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 "Indemnitee") 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 Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of \$2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

206. Insurance

(a) 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 shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below:

	Initials		Initials
General Liability		Workers Compensation	
\$2,000,000.00	_____	\$1,000,000.00	_____

<input checked="" type="checkbox"/>		_____	<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	Automobile Liability		<input type="checkbox"/>	Other:
	\$500,000.00	_____	\$	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego (“City”), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked “Errors and Omissions” is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input type="checkbox"/>	Errors and Omissions	
	\$1,000,000.00	_____

(d) 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.

(e) 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 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 Work Force 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 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 thirty (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. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

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.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

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 Specifications/Scope of Work 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. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

(a) Termination for Convenience. This Agreement may be terminated by the Commission on forty-five (45) days' written notice to the Contractor, the effective date of cancellation being the 45th day of said written notice with no further action required by either party.

(b) Termination for Lack of Funding. Should funding become unavailable at any point during any term of this Agreement, Commission may terminate this Agreement upon thirty (30) days written notice.

215. Attorneys' Fees and Costs

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

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 to the Commission that it will provide a drug-free workplace and do each of the following:

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

the actions that will be taken against employees for violation of the prohibition.

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

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) 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

It is not contemplated that the work performed under this Agreement constitutes a public work. If at any time work does trigger additional labor provisions, it is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

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

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

224. 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 \$100,000, 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. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. 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.

226. 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 thirty (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.

227. 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.

228. Section 3 Contract Clauses (as applicable)

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

- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. 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 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

233. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The Commission and Contractor agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

234. Sanitary Conditions

Contractor shall maintain sanitary conditions at the Program Location for the duration of the Agreement, as determined by Commission in its sole discretion.

235. Remedies Upon Default

The failure of the Contractor to perform each and every, covenant of the Contractor, in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the scope of work (in the case of Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, the achievement of good faith efforts to meet the goals, outcomes, and outputs shall constitute compliance), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize health, safety or the general welfare of the clients of the Contractor and/or members of the public, the Commission shall give seven (7) day-notice written to cure any breach to the Contractor. In the event that a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed with without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the City) and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, Alpha Project for the Homeless (the "Contractor") will operate the City of San Diego Temporary Bridge Shelter – Single Adults (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare individuals and families for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at the cul-de-sac of 16th Street and Newton Avenue in San Diego, CA (Program Location). The Program will operate seven days per week, 24 hours per day, including holidays (Program Operating Schedule).

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 3737 5th Ave #203, San Diego, CA 92103 (Administrative Location). The days and hours of operation are Monday to Friday from 8:00AM to 5:00PM (Administrative Office Operating Schedule).

4. PROGRAM DESCRIPTION

The Program will provide single adult women and families with children who are experiencing homelessness, and have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, 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 Contractor shall 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. If adherence to such standards and

requirements necessitates additional funding, the Commission will work with the Contractor to adjust the budget accordingly.

The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. PROGRAM SERVICES

a. *Target Population/Geographical Area*

The Program will prioritize single adults who have been enrolled in a permanent housing intervention and are waiting for permanent housing units to become available. Any support services provided will be short-term with a focus on the move to permanent housing. Additionally, the Program will provide emergency shelter beds for single adults experiencing unsheltered homelessness who require immediate, short-term shelter with supportive services.

b. *Program Eligibility*

1) Each Program participant shall be:

- a) Individuals who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
- b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
- c) Age 18 or older.

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

- 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; nor
- f) Identification.

c. *Program Components*

1) Housing First program with low barriers to entry and operations;

- 2) Housing-focused program which aims to resolve participants' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Appropriate 24-hour residential services and staffing;
- 4) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 5) Goal of 120-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; including an area where supportive services and permanent housing staff from partner agencies can connect with participants;
- 7) Assistance in locating safe and affordable permanent or other longer-term housing opportunities for participants; including determining diversion opportunities or housing interventions outside of CES when appropriate;
- 8) Assistance with housing applications and supportive and subsidized housing paperwork;
- 9) Basic Services, including but not limited to:
 - a) A maximum of 324 beds for single adults experiencing homelessness in one (1) temporary Sprung structure that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - b) At least two (2) meals per day;
 - c) Maintain City-provided showers, wash stations, restrooms, laundry, and belongings storage for participants, in an ADA-compliant environment;
 - d) Routine operating supplies, including but not limited to hygiene products;
 - e) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
 - f) Janitorial and routine maintenance services;
 - g) Waste removal and disposal services;
 - h) Regularly laundered linens
 - i) Access to testing for communicable diseases provided directly by the City or County of San Diego (including but not limited to Hepatitis A);
 - j) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.

10) Coordinate outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including but not limited to streets and parks, with the goals of:

- a) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
- b) Determining diversion opportunities or housing interventions outside of CES when appropriate;
- c) Administering the community triage and/or common assessment tool, as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;
- d) Make efforts to maintain contact with known individuals at least every three weeks;
- e) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
- f) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
- g) Maintaining documentation of outreach efforts and participants' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.

11) Community Outreach, including but not limited to:

- a) Host a minimum of two (2) community meetings to ensure community participation;
- b) Provide opportunities for electronic and/or written community feedback; and
- c) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.

d. ***General Standards***

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

- 1) Provide adequate staffing with appropriate on-going training for service delivery and data analysis;
- 2) Provide 24-hour security and site control to ensure a safe environment at the Program site for participants, volunteers, and others who may come in contact with the Program, including secure entry/exit for participants monitored by staff;
- 3) Maintain a fire escape emergency plan, a fire watch at all times, and compliance 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 intake and low barrier house rules, which will be displayed on site at all times, and various means for participants to provide 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;
- 7) Conduct data entry, analysis and reporting in the RTFH-approved HMIS of Program activities as required by RTFH;

e. ***Coordinated Entry System (CES)***

- 1) Contingent upon development and implementation of shelter diversion and/or shelter intake elements within CES, the Contractor will participate in CES as established by RTFH and focus on:
 - a) Homeless participants, certified as homeless using HUD's definition and documentation of homelessness, in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, 583); third party certification is preferred;
 - b) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program participants, when appropriate and as established by RTFH; and
 - c) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.
- 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.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- 1) The Commission will provide Contractor 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) Contractor will provide a performance improvement plan as requested within 45 calendar days of receiving a report requesting a plan.

- 3) The Commission will provide monitoring reports to the Contractor.
- 4) Contractor must actively participate in compliance and performance monitoring and improvement activities required by Commission.
- 5) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partnering with Commission in a collaborative improvement process by identifying and implementing improvements.
- 6) Contractor must provide Commission complete policies and procedures related to this Agreement. Contractor must provide substantive updated policies and procedures to Commission within 60-calendar days of update/revision.
- 7) Contractor will continue to follow the action plan for Housing First alignment based on the third party evaluator recommendations, providing updated activity reports to the Commission as requested.
- 8) Contractor will participate in follow up to the Bridge Shelter Model (Housing First) evaluation, which, along with ongoing data collection, will help inform goals and expectations for future performance measurements. The evaluation will be conducted through a third party consultant to determine if the changes incorporated into the scope of work have been fully implemented, and determine the impact those implementations had on the engagement of participants and the exiting of participants to permanent and other longer term housing.

b. *Staffing and Training*

- 1) All staff to be hired for or promoted to supervising case managers, case managers, and housing specialist positions must align with mutually agreed upon job descriptions developed by the Commission and the Contractor and must be pre-approved by the Commission for suitability and appropriate level of job skills and job knowledge;
- 2) Contractor will provide certification to the Commission that training on all required subjects has been provided to new hires within 60 days of hire date. In addition to any internal trainings Contractor provides as part of new hire onboarding or ongoing training, Contractor will utilize any standardized community-wide trainings made available by RTFH or the Commission and/or as prescribed by RTFH community standards and policies.
- 3) Contractor will provide documentation of annual training on all mandated subjects to all Program operations staff, regardless of length of service.
- 4) Contractor staff will participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a housing-focused shelter.
- 5) To support the efforts of the RTFH and the Youth Homeless Demonstration Grant (YHDP) Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth experiencing homelessness, Contractor staff will

participate in trainings related to Youth Specific service delivery, when and as determined by the Commission.

- 6) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes to ensure safe and stable environments for Transitional Age Youth.

c. ***Housing First¹***

In alignment with HUD, 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.

d. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

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

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

Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego

¹ United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

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>.

f. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at all roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

7. PROGRAM OUTCOMES

- a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE OUTCOMES	MEASURE	TARGET
Low Barrier to Entry	Persons Meeting HUD Category 1, 2, or 4 Definition of Homelessness ²	100%
Access to Resources/Services to Move into Permanent Housing and Stabilize	Average Length of Stay	120 days or less
Exits	Exits due to Noncompliance with Program Rules	Less than 20% leave the program due to noncompliance with Program rules (involuntary exit)

² 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.

PERFORMANCE OUTCOMES	MEASURE	TARGET
	Positive Exits for Participants Staying 30 Days or More	At least 30% of Program participants who exit after 30 days or more will exit to Permanent or Other Longer-Term Housing ³
	Positive Exits for Participants Staying Less Than 30 Days	Reporting Only
	Recidivism	Of those exiting to permanent housing, no more than 15% will return to shelter within 12 months
Efficient and Effective Use of Resources	Monthly Average Occupancy Rate	At least 90% during the time that the occupancy at the Program has been stabilized. Stabilization does not include periods of Program ramp up and Program wind down as reasonably determined by the Commission.
Data Quality	Missing or Incomplete Data	No more than 5% in HMIS
	Timeliness of Data Entry	100% of participant data entered within 3 business days
Customer Service	Shelter Resident Satisfaction	Reporting Only
	Critical Incident Reports	
Demographics	Program Participants	
Community Outreach	Community meetings and feedback solicited	

8. REQUESTS FOR REIMBURSEMENT (RFR)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no

³ “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

later than the 18th day of the month after each reporting period, irrespective of the day of the week when the 18th falls.

- 1) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - 2) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
- c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

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

10. MEDIA/ COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

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

11. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:
 - 1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and
 - 2) Return the site to the appropriate condition as reflected in the Contractor's occupancy agreement with the City.

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

12. **DEFINITIONS**

TERM	DEFINITION
2-1-1 San Diego ⁴	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing ⁵	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>
Chronically Homeless ⁶	A "chronically homeless" individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not

⁴ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁵ "Regional Task Force on the Homeless – Community Standards." *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

⁶ "Defining Chronically Homeless Final Rule." *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

TERM	DEFINITION
	<p>meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant⁷	<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 Care⁸	<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 System⁹	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing</p>

⁷ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁸ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

⁹ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

TERM	DEFINITION
	options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report¹⁰	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion¹¹	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter¹²	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.
Matching Funds¹³	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.

¹⁰ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

¹¹ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf

¹² “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹³ “Glossary of Terms.” *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

TERM	DEFINITION
Homeless ¹⁴	<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 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 ¹⁵	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.
Homeless Emergency Assistance and	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

¹⁴ "HEARTH Homeless Definition Final Rule." HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

¹⁵ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

TERM	DEFINITION
Rapid Transition to Housing Act ¹⁶	Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System ¹⁷	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First ¹⁸	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 ¹⁹	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing ²⁰	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.

¹⁶ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁷ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁸ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁹ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

²⁰ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

TERM	DEFINITION
Memorandum of Understanding²¹	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act²²	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 Housing²³	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²⁴	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help

²¹ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²² “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²³ “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²⁴ “Psychiatric Emergency Response Team: Improving and Enriching Lives.” *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

TERM	DEFINITION
	prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless ²⁵	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC ²⁶	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development ²⁷	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. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness ²⁸	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.
Veteran ²⁹	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.

²⁵ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁶ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁷ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁸ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

²⁹ "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgrrfaq1.pdf.

TERM	DEFINITION
Vulnerability Index – Service Prioritization and Decision Assistance Tool³⁰	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family’s vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

³⁰ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION
SUBRECIPIENT PROJECT BUDGET
SUMMARY

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Alpha Project for the Homeless

Instructions:

- 1) Enter All Non-Personnel Line items in the "Non-Personnel Expenses (NPE)" section below, along with the Annual Amounts to be allocated to the funding source.
- 2) Enter the annual amount for each additional line item to be allocated to each funding source.
- 3) If additional rows, columns and/or tabs are needed, please contact SDHC.

PERSONNEL EXPENSES (PE)	SDHC ANNUAL AMOUNT ALLOCATED			
Salaries & Wages	\$ 2,987,374.00			
Fringe Benefits	\$ 568,139.52			
TOTAL PERSONNEL BUDGET	\$ 3,555,513.52			
NON-PERSONNEL EXPENSES (NPE)	ANNUAL AMOUNT ALLOCATED			
Supplies Admin Use	\$ 94,195.48			
Supplies Client Use	\$ 187,000.00			
Rent/Lease	\$ 29,000.00			
Insurance	\$ 22,000.00			
Communications	\$ 20,000.00			
Transportation	\$ 28,000.00			
Food	\$ 840,000.00			
Laundry	\$ 72,000.00			
Repairs and Maintenance	\$ 20,000.00			
Postage	\$ 3,500.00			
Utilities	\$ 28,000.00			
Professional-Accounting	\$ 18,000.00			
Indirect and Overhead Costs	\$ 400,000.00			
	\$ -			
TOTAL NON-PERSONNEL BUDGET	\$ 1,761,695.48			
TOTAL PROJECT BUDGET	\$ 5,317,209.00			

NOTES / COMMENTS

SALARIES AND WAGES JUSTIFICATIONS

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Alpha Project for the Homeless

Instructions: Enter the Total number of Full Time Employees (FTEs) and a detailed explanation of the job responsibilities for each position funded under this Agreement

Fringe Benefits: Detailed Explanation			
Fringe Benefits may include: Payroll taxes; SUI; Worker's Compensation; and Employer-paid Medical, Dental, and Vision Benefits; Employer-paid Disability Insurance.			
POSITION: Program Director		NUMBER OF FTE: 1.0	
Detailed Explanation			
Responsibilities include but not limited to: overall program oversight, hiring and firing of staff, overseeing all staff, on call 24/7, all logistical issues, ordering of all supplies, attends community meetings, co-chairs outreach committee with other agencies, ensures proper documentation, creates and modifies policies and procedures on a regular basis, scheduling of employees, acts as a liaison with surrounding communities.	Salary & Wages: \$	76,960.00	
	Fringe: \$	29,634.12	
	Total: \$	106,594.12	
POSITION: Program Manager		NUMBER OF FTE: 0.75	
Detailed Explanation			
Responsibilities include oversight of case managers and other staff, reporting and HMIS compliance, collects data and ensures accuracy, reviews case files, assists in scheduling and overall contract compliance, schedules tours and onsite providers, acts as a liaison with the surrounding community, on call 24/7, coordinates onsite activities.	Salary & Wages: \$	52,494.00	
	Fringe: \$	19,115.12	
	Total: \$	71,609.12	
POSITION: Outreach Workers		NUMBER OF FTE: 5.0	
Detailed Explanation			
Outreach services provided 7 days per week throughout every City council district on both first and second shifts. Use of outreach app on a daily basis. Transportation available to clients, diversion techniques, intakes and transportation when beds are available, referrals to community resources and partners.	Salary & Wages: \$	218,400.00	
	Fringe: \$	39,625.60	
	Total: \$	258,025.60	
POSITION: Security Supervisor		NUMBER OF FTE: 3.0	
Detailed Explanation			
Responsible for scheduling and oversight of all staff as well as provide security services, both supervisors and security personnel are responsible for safety, tracking clients checking oin and out of the facility, patrol the community, documentation on incidents as needed, coordinate Wheels of Change.	Salary & Wages: \$	156,000.00	
	Fringe: \$	28,056.00	
	Total: \$	184,056.00	
POSITION: Security		NUMBER OF FTE: 20.0	
Detailed Explanation			
Provide security services and responsible for safety, tracking clients checking in and out of the facility, patrol the community, documentation of incidents as needed.	Salary & Wages: \$	790,400.00	
	Fringe: \$	144,233.60	
	Total: \$	934,633.60	
POSITION: Residential Monitors Supervisor		NUMBER OF FTE: 4.0	
Detailed Explanation			
Responsible for supervision of residential monitors and for day-to-day activities including but not limited to: intakes, administration of common assessment tool, monitoring meals, assisting with laundry services, bed checks, bed counts, reporting and documenting of incidents.	Salary & Wages: \$	174,720.00	
	Fringe: \$	31,879.48	
	Total: \$	206,599.48	
POSITION: Residential Monitor		NUMBER OF FTE: 20.0	
Detailed Explanation			
Responsible for day-to-day activities including but not limited to: intakes, administration of common assessment tool, monitoring meals, assisting with laundry services, bed checks, bed counts, reporting and documenting of incidents.	Salary & Wages: \$	748,800.00	
	Fringe: \$	137,099.20	
	Total: \$	885,899.20	
POSITION: Supervising Case Manager		NUMBER OF FTE: 2.0	
Detailed Explanation			
Responsible for creating a positive and empathic environment in which to oversee the day-to-day activities of individual Case Managers, providing subordinate staff with necessary support and training in addition to providing Program participants with connections to appropriate housing, programs and resources through one-on-one case management that develops individualized case plans to promote client progression towards obtaining and maintaining self-sufficiency.	Salary & Wages: \$	124,800.00	
	Fringe: \$	22,271.20	
	Total: \$	147,071.20	

SALARIES AND WAGES JUSTIFICATIONS

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Alpha Project for the Homeless

Instructions: Enter the Total number of Full Time Employees (FTEs) and a detailed explanation of the job responsibilities for each position funded under this Agreement

Fringe Benefits: Detailed Explanation	
Fringe Benefits may include: Payroll taxes; SUI; Worker's Compensation; and Employer-paid Medical, Dental, and Vision Benefits; Employer-paid Disability Insurance.	
POSITION: Case Manager	NUMBER OF FTE: 8.0
Detailed Explanation	
Responsible for developing professional and empathetic relationships while providing Program participants with connections to appropriate housing, programs and resources through one-on-one case management that develops individualized case plans to promote client progression towards obtaining and maintaining self-sufficiency.	Salary & Wages: \$ 416,000.00
	Fringe: \$ 74,816.00
	Total: \$ 490,816.00

NONPERSONNEL JUSTIFICATION

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Alpha Project for the Homeless

Instructions: Provide a detailed explanation of all non-personnel line items listed below.

LINE ITEM: Supplies Admin Use	TOTAL ALLOCATION: \$	94,195.48
Detailed Explanation		
Office supplies, including but not limited to: paper, clips, staples, pens, pencils, tape, printer cartridges.		
LINE ITEM: Supplies Client Use	TOTAL ALLOCATION: \$	187,000.00
Detailed Explanation		
Including but not limited to: hygiene kits and supplies, household/cleaning supplies, and client supplies used at the Bridge Shelter.		
LINE ITEM: Rent/Lease	TOTAL ALLOCATION: \$	29,000.00
Detailed Explanation		
Equipment/rental leases including but not limited to: including copier and Wi-Fi, DirecTV, storage boxes.		
LINE ITEM: Insurance	TOTAL ALLOCATION: \$	22,000.00
Detailed Explanation		
General liability, abuse, and property insurance.		
LINE ITEM: Communications	TOTAL ALLOCATION: \$	20,000.00
Detailed Explanation		
Cell phones and landline telephone services, internet and video security.		
LINE ITEM: Transportation	TOTAL ALLOCATION: \$	28,000.00
Detailed Explanation		
Vehicle fuel for transportation of clients and staff; participant public transit passes; in county travel assistance for clients.		
LINE ITEM: Food	TOTAL ALLOCATION: \$	840,000.00
Detailed Explanation		
Meal service for 2 meals per day and misc food items for clients estimated at the following costs: - 118,260 breakfasts @\$2.00/day = \$236,520 - 118,260 dinners @\$5.00/day = \$591,300 - Misc. purchase of food items = \$12,180.00		

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR TEMPORARY BRIDGE SHELTER – OPERATION
WITH
VETERANS VILLAGE OF SAN DIEGO

Contract No. HHI-19-20

THIS AGREEMENT, entered into this ____ day of _____ 2019,

between the Commission:

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

and the Contractor:

VETERANS VILLAGE OF SAN DIEGO
4141 Pacific Highway
San Diego, California 92110
(619) 497-0142

is as follows:

101. DESCRIPTION OF WORK

Contractor shall provide Temporary Bridge Shelter – Operation services to the Commission as generally described in the Specifications/Scope of Work attached hereto. The services provided under this Agreement were procured via non-competitive procurement in compliance with and pursuant to the Commission’s Procurement Policy. A sole source justification for this procurement can be found in the file relating to this Agreement.

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

Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2019 through June 30, 2020.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of THREE MILLION FOUR HUNDRED EIGHT THOUSAND FOUR HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$3,408,472.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the

first day of said given month. Payments will be made to Contractor at the address given above.

The Commission will disburse one month's worth of funding in advance by the first of each month. Contractor will provide proof of spending by the 18th of the following month. Upon reconciliation, any variances will be deducted from or added to the following disbursement. The Commission reserves the right to delay disbursement if proof of spending is not submitted in a timely manner. Contractor will return any unspent funds within 30 days of the Commission's fiscal year end.

d. Funding Source

During the initial term of this Agreement, Commission retains the right to modify the funding source(s) as necessary, including but not limited to, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

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

Signature Page to Agreement for Temporary Bridge Shelter – Operation services with Veterans Village of San Diego (Contract No. HHI-19-20):

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

CONTRACTOR:

VETERANS VILLAGE OF SAN DIEGO

By: _____

Date: _____

Name: _____

Title: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Date: _____

Jeff Davis

Executive Vice President and Chief of Staff

By: _____

Date: _____

Lisa Jones

Senior Vice President of Homeless Housing Innovations

By: _____

Date: _____

Debra Fischle-Faulk

Vice President of Procurement and Compliance

Approved as to Form:

Christensen & Spath LLP

By: _____

Date: _____

Charles Christensen

General Counsel for San Diego Housing Commission

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. 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 or where it is already in the public domain through no fault of the Contractor. Nothing contained herein shall preclude Contractor from discussing Contractor's operations of the Temporary Bridge Shelter for Veteran Adults.

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 (12) 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.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee'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 "Indemnitee") 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 Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of \$2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

206. Insurance

(a) 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 shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below.

	Initials		Initials
General Liability		Workers Compensation	
\$2,000,000.00	_____	\$1,000,000.00	_____

<input checked="" type="checkbox"/>		_____	<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	Automobile Liability		<input type="checkbox"/>	Other:
	\$500,000.00	_____	\$	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego (“City”), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked “Errors and Omissions” is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input type="checkbox"/>	Errors and Omissions	
	\$1,000,000.00	_____

(d) 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.

(e) 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 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 Work Force 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 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 thirty (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. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

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.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

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 Specifications/Scope of Work 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. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

(a) Termination for Convenience. This Agreement may be terminated by the Commission on forty-five (45) days' written notice to the Contractor, the effective date of cancellation being the 45th day of said written notice with no further action required by either party.

(b) Termination for Lack of Funding. Should funding become unavailable at any point during any term of this Agreement, Commission may terminate this Agreement upon thirty (30) days written notice.

215. Attorneys' Fees and Costs

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

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 to the Commission that it will provide a drug-free workplace and do each of the following:

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

the actions that will be taken against employees for violation of the prohibition.

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

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) 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

It is not contemplated that the work performed under this Agreement constitutes a public work. If at any time work does trigger additional labor provisions, it is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

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

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

224. 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 \$100,000, 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. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. 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.

226. 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 thirty (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.

227. 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.

228. Section 3 Contract Clauses (as applicable)

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

- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. 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 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

233. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The Commission and Contractor agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

234. Sanitary Conditions

Contractor shall maintain sanitary conditions at the Program Location for the duration of the Agreement, as determined by Commission in its sole discretion.

235. Remedies Upon Default

The failure of the Contractor to perform each and every, covenant of the Contractor, in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the scope of work (in the case of Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, the achievement of good faith efforts to meet the goals, outcomes, and outputs shall constitute compliance), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize health, safety or the general welfare of the clients of the Contractor and/or members of the public, the Commission shall give seven (7) day-notice written to cure any breach to the Contractor. In the event that a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed with without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the City) and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, Veterans Village of San Diego (the "Contractor") will operate the City of San Diego Temporary Bridge Shelter – Veteran Adults (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare veterans for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 2801 ½ Sports Arena Boulevard in San Diego, CA (Program Location). The Program will operate seven days per week, 24 hours per day, including holidays (Program Operating Schedule).

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 4141 Pacific Highway, San Diego, CA 92110 (Administrative Location). The days and hours of operation are Monday to Friday from 8:00AM to 5:00PM (Administrative Office Operating Schedule).

4. PROGRAM DESCRIPTION

The Program will provide veterans experiencing homelessness, who have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, 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 Contractor shall 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. If adherence to such standards and requirements necessitates additional funding, the Commission will work with the Contractor to adjust the budget accordingly.

The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies. Intakes into the Program will be made

based on the agreed upon priorities of outlined by the RTFH 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 participant needs as quickly as possible.

5. PROGRAM SERVICES

a. *Target Population/Geographical Area*

The Program will prioritize single veterans who have been enrolled in a permanent housing intervention and are waiting for permanent housing units to become available. Any support services provided will be short-term with a focus on the move to permanent housing. Additionally, the Program will provide emergency shelter beds for single veterans experiencing unsheltered homelessness who require immediate, short-term shelter with light supportive services.

b. *Program Eligibility*

- 1) Each Program participant shall be:
 - a) Individuals who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
 - b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - c) Age 18 or older.
- 2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:
 - 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; nor
 - f) Identification.

c. ***Program Components***

- 1) Housing First program with low barriers to entry and operations;
- 2) Housing-focused program which aims to resolve participants' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Appropriate 24-hour residential services and staffing;
- 4) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 5) Goal of 120-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; including an area where supportive services and permanent housing staff from partner agencies can connect with participants;
- 7) Assistance in locating safe and affordable permanent or other longer-term housing opportunities for participants; including determining diversion opportunities or housing interventions outside of CES when appropriate;
- 8) Assistance with housing applications and supportive and subsidized housing paperwork;
- 9) Basic Services, including but not limited to:
 - a) A maximum of 200 beds for single veterans experiencing homelessness in one (1) temporary Sprung structure that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - b) At least two (2) meals per day;
 - c) Maintain City-provided showers, wash stations, restrooms, laundry, and belongings storage for participants, in an ADA-compliant environment;
 - d) Routine operating supplies, including but not limited to hygiene products;
 - e) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
 - f) Janitorial and routine maintenance services;
 - g) Waste removal and disposal services;
 - h) Regularly laundered linens
 - i) Access to testing for communicable diseases provided directly by the City or County of San Diego (including but not limited to Hepatitis A);

- j) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.
- 10) Coordinate outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including streets, parks, campsites, abandoned buildings, cars, and other places not meant for human habitation, with the goals of:
- a) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - b) Determining diversion opportunities or housing interventions outside of CES when appropriate;
 - c) Administering the Common Assessment Tool (CAT), as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;
 - d) Maintaining contact with known individuals at least every three weeks;
 - e) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
 - f) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
 - g) Maintaining documentation of outreach efforts and participants' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.
- 11) Community Outreach, including but not limited to:
- a) Host a minimum of two (2) community meetings to ensure community participation;
 - b) Provide opportunities for electronic and/or written community feedback; and
 - c) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.

d. ***General Standards***

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

- 1) Provide adequate staffing with appropriate on-going training for service delivery and data analysis;
- 2) Provide 24-hour security and site control to ensure a safe environment at the Program site for participants, volunteers, and others who may come in contact with the Program, including secure entry/exit for participants monitored by staff;

- 3) Maintain a fire escape emergency plan, a fire watch at all times, and compliance 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 intake and low barrier house rules, which will be displayed on site at all times, and various means for participants to provide 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;
- 7) Conduct data entry, analysis and reporting in the RTFH-approved HMIS of Program activities as required by RTFH.

e. ***Hazardous Material Storage***

Contractor shall provide the City of San Diego's Real Estate Assets Department with a list of any and all hazardous materials that may be stored, treated, or disposed of at the Program Location during the term of this Agreement.

f. ***Coordinated Entry System (CES)***

- 1) Contingent upon development and implementation of shelter diversion and/or shelter intake elements within CES, the Contractor will participate in CES as established by RTFH and focus on:
 - a) Homeless participants, certified as homeless using HUD's definition and documentation of homelessness, in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, 583); third party certification is preferred;
 - b) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program participants, when appropriate and as established by RTFH; and
 - c) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.
- 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.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- 1) The Commission will provide Contractor 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) Contractor will provide a performance improvement plan as requested within 45 calendar days of receiving a report requesting a plan.
- 3) The Commission will provide monitoring reports to the Contractor.
- 4) Contractor must actively participate in compliance and performance monitoring and improvement activities required by Commission.
- 5) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partnering with Commission in a collaborative improvement process by identifying and implementing improvements.
- 6) Contractor must provide Commission complete policies and procedures related to this Agreement. Contractor must provide substantive updated policies and procedures to Commission within 60-calendar days of update/revision.
- 7) Contractor will continue to follow the action plan for Housing First alignment based on the third party evaluator recommendations, providing updated activity reports to the Commission as requested.
- 8) Contractor will participate in follow up to the Bridge Shelter Model (Housing First) evaluation, which, along with ongoing data collection, will help inform goals and expectations for future performance measurements. The evaluation will be conducted through a third party consultant to determine if the changes incorporated into the scope of work have been fully implemented, and determine the impact those implementations had on the engagement of participants and the exiting of participants to permanent and other longer term housing.

b. *Staffing and Training*

- 1) All staff to be hired for or promoted to supervising case managers, case managers, and housing specialist positions must align with mutually agreed upon job descriptions developed by the Commission and the Contractor and must be pre-approved by the Commission for suitability and appropriate level of job skills and job knowledge;
- 2) Contractor will provide certification to the Commission that training on all required subjects has been provided to new hires within 60 days of hire date. In addition to any internal trainings Contractor provides as part of new hire onboarding or ongoing training, Contractor will utilize any standardized community-wide trainings made available by RTFH or the Commission and/or as prescribed by RTFH community standards and policies.
- 3) Contractor will provide documentation of annual training on all mandated subjects to all Program operations staff, regardless of length of service.

- 4) Contractor staff will participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a housing-focused shelter.
- 5) To support the efforts of the RTFH and the Youth Homeless Demonstration Grant (YHDP) Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth experiencing homelessness, Contractor staff will participate in trainings related to Youth Specific service delivery, when and as determined by the Commission.
- 6) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes to ensure safe and stable environments for Transitional Aged Youth.

c. ***Housing First¹***

In alignment with HUD, 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.

d. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the period of this

¹ United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

Agreement including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

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

Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within the past 12-months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

f. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at all roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

7. PROGRAM OUTCOMES

- a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE OUTCOMES	MEASURE	TARGET
Low Barrier to Entry	Persons Meeting HUD Category 1, 2, or 4 Definition of Homelessness ²	100%
Access to Resources/Services to Move into Permanent Housing and Stabilize	Average Length of Stay	120 days or less

² 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.

PERFORMANCE OUTCOMES	MEASURE	TARGET
Exits	Exits due to Noncompliance with Program Rules	Less than 20% leave the program due to noncompliance with Program rules (involuntary exit)
	Positive Exits for Participants Staying 30 Days or More	At least 30% of Program participants who exit after 30 days or more will exit to Permanent or Other Longer-Term Housing ³
	Positive Exits for Participants Staying Less Than 30 Days	Reporting Only
	Recidivism	Of those exiting to permanent housing, no more than 15% will return to shelter within 12 months
Efficient and Effective Use of Resources	Monthly Average Occupancy Rate	At least 90% during the time that the occupancy at the Program has been stabilized. Stabilization does not include periods of Program ramp up and Program wind down as reasonably determined by the Commission.
Data Quality	Missing or Incomplete Data	No more than 5% in HMIS
	Timeliness of Data Entry	100% of participant data entered within 3 business days
Customer Service	Shelter Resident Satisfaction	Reporting Only
	Critical Incident Reports	
Demographics	Program Participants	
Community Outreach	Community meetings and feedback solicited	

³ “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

8. REQUESTS FOR REIMBURSEMENT (RFR)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 18th day of the month after each reporting period, irrespective of the day of the week when the 18th falls.
 - 1) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - 2) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
- c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

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

10. MEDIA/ COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

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

11. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:

- 1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and
 - 2) Return the site to the same condition as received.
- b. Contractor shall be responsible for completing and submitting a close-out packet to include information such as but not limited to total number of participants housed, Program accomplishments, demographics and financial summary of award for each applicable funding source.
 - c. Contractor's obligation to Commission shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
 - 3) Determining the custodianship of records.
 - d. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

12. **DEFINITIONS**

TERM	DEFINITION
2-1-1 San Diego⁴	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing⁵	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>

⁴ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁵ "Regional Task Force on the Homeless – Community Standards." *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

TERM	DEFINITION
Chronically Homeless⁶	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant⁷	<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 Care⁸	<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;</p>

⁶ “Defining Chronically Homeless Final Rule.” *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

⁷ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁸ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

TERM	DEFINITION
	promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System⁹	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 (RTFH). Information provided by homeless individuals and families is entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report¹⁰	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion¹¹	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter¹²	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.

⁹ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

¹⁰ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

¹¹ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf

¹² “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

TERM	DEFINITION
Matching Funds ¹³	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.
Homeless ¹⁴	<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 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 ¹⁵	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

¹³ “Glossary of Terms.” *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

¹⁴ “HEARTH Homeless Definition Final Rule.” HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

¹⁵ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

TERM	DEFINITION
	region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Emergency Assistance and Rapid Transition to Housing Act¹⁶	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 System¹⁷	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First¹⁸	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 Team¹⁹	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing²⁰	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

¹⁶ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁷ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁸ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁹ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

²⁰ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

TERM	DEFINITION
	quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.
Memorandum of Understanding ²¹	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act ²²	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 Housing ²³	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team ²⁴	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.

²¹ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²² “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²³ “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²⁴ “Psychiatric Emergency Response Team: Improving and Enriching Lives.” *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

TERM	DEFINITION
	The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless ²⁵	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC ²⁶	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development ²⁷	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. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness ²⁸	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.
Veteran ²⁹	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service

²⁵ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁶ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁷ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁸ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

²⁹ "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgrrfqfaq1.pdf.

TERM	DEFINITION
	during World War II is considered active duty, and no other period of service.
Vulnerability Index – Service Prioritization and Decision Assistance Tool³⁰	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family’s vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

³⁰ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE



SAN DIEGO
HOUSING
COMMISSION

SAN DIEGO HOUSING COMMISSION
SUBRECIPIENT PROJECT BUDGET
SUMMARY

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Veteran Village of San Diego (VVSD)

Instructions:

- 1) Enter All Non-Personnel Line items in the "Non-Personnel Expenses (NPE)" section below, along with the Annual Amounts to be allocated to the funding source.
- 2) Enter the annual amount for each additional line item to be allocated to each funding source.
- 3) If additional rows, columns and/or tabs are needed, please contact SDHC.

PERSONNEL EXPENSES (PE)	SDHC ANNUAL AMOUNT ALLOCATED			
Salaries & Wages	\$ 1,654,950.32			
Fringe Benefits	\$ 319,784.28			
TOTAL PERSONNEL BUDGET	\$ 1,974,734.60			
NON-PERSONNEL EXPENSES (NPE)	ANNUAL AMOUNT ALLOCATED			
Supplies Admin Use	\$ 20,429.00			
Supplies Client Use	\$ 11,684.29			
Insurance	\$ 17,309.00			
Utilities	\$ 10,800.00			
Communications	\$ 12,240.00			
Transportation	\$ 13,735.00			
Recruiting Expenses	\$ 18,408.53			
Licenses	\$ 13,440.00			
Repairs and Maintenance	\$ 60,694.81			
Food	\$ 730,000.00			
Contract Services	\$ 59,000.00			
Security	\$ 63,232.00			
TOTAL NON-PERSONNEL BUDGET	\$ 1,030,972.63			
FAIC BUDGET	\$ 402,764.77			
TOTAL PROJECT BUDGET	\$ 3,408,472.00			

NOTES / COMMENTS

SALARIES AND WAGES JUSTIFICATIONS

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter for Single Adults

Provider Name: Veteran Village of San Diego (VVSD)

Instructions: Enter the Total number of Full Time Employees (FTEs) and a detailed explanation of the job responsibilities for each position funded under this Agreement

Fringe Benefits: Detailed Explanation			
Fringe Benefits may include: Payroll taxes, SUI, Worker's Compensation, Employer-paid Medical Benefits, Employer Pension Plan Contributions			
POSITION: Clinical Director		NUMBER OF FTE: 0.25	
Detailed Explanation			
Provide mental health counseling and risk assessment to shelter clients as needed. Supervise mental health interns who are assigned to the shelter to provide ongoing individual and/or group mental health counseling. Supervise interns at shelter.	Salary & Wages: \$	18,828.00	
	Fringe: \$	2,932.70	
	Total: \$	21,760.70	
POSITION: Shelter Director		NUMBER OF FTE: 1.0	
Detailed Explanation			
Responsible for managing the overall daily operation of the TBS facility, to include establishing program policies and procedures, hiring and termination of employees, resolving TBS resident grievances, representing the program at community meetings, in addition to collecting and reporting client data as required by contract.	Salary & Wages: \$	65,000.00	
	Fringe: \$	11,003.01	
	Total: \$	76,003.01	
POSITION: Shelter Supervisor		NUMBER OF FTE: 1.0	
Detailed Explanation			
Intake and review HMIS data related to program outcomes, monitor client progress to ensure clients are progressing toward obtaining permanent housing, ensure staff and clients adhere to the shelter rules, main point of contact for daily shelter operation, and generate reports.	Salary & Wages: \$	44,720.00	
	Fringe: \$	11,905.48	
	Total: \$	56,625.48	
POSITION: Outreach Specialist		NUMBER OF FTE: 5.0	
Detailed Explanation			
Conduct outreach in the City of San Diego in an effort to encourage homeless veterans to accept a bed in the veterans' shelter.	Salary & Wages: \$	203,132.80	
	Fringe: \$	39,399.41	
	Total: \$	242,532.21	
POSITION: Supervising Case Manager		NUMBER OF FTE: 1.0	
Detailed Explanation			
Responsible for creating a positive and empathic environment in which to oversee the day-to-day activities of individual Case Managers, providing subordinate staff with necessary support and training in addition to providing Program participants with connections to appropriate housing, programs and resources through one-on-one case management that develops individualized case plans to promote client progression towards obtaining and maintaining self-sufficiency.	Salary & Wages: \$	62,400.00	
	Fringe: \$	13,993.98	
	Total: \$	76,393.98	
POSITION: Case Manager		NUMBER OF FTE: 5.0	
Detailed Explanation			
Responsible for developing professional and empathetic relationships while providing Program participants with connections to appropriate housing, programs and resources through one-on-one case management that develops individualized case plans to promote client progression towards obtaining and maintaining self-sufficiency.	Salary & Wages: \$	260,000.00	
	Fringe: \$	45,369.93	
	Total: \$	305,369.93	
POSITION: Housing Specialist		NUMBER OF FTE: 3.0	
Detailed Explanation			
Works as part of a multi-disciplinary team to assist clients with housing document preparation, identifying permanent housing opportunities, developing and maintaining relationships with prospective landlords, as well as connecting clients with appropriate supportive services.	Salary & Wages: \$	137,280.00	
	Fringe: \$	26,094.68	
	Total: \$	163,374.68	
POSITION: Lead Coordinator		NUMBER OF FTE: 1.0	
Detailed Explanation			
Responsible for ensuring all Coordinator duties and responsibilities are appropriately assigned and completed in a manner that ensure client non-case management needs are being met as quickly as possible. This position also ensure the Coordinator are working with the TBS clients to ensure the cleanliness of the facility, providing access to clothing, toiletries, and other basic essentials. Also performs Shelter Coordinator duties.	Salary & Wages: \$	34,212.00	
	Fringe: \$	9,766.06	
	Total: \$	43,978.06	

SALARIES AND WAGES JUSTIFICATIONS

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Veteran Village of San Diego (VVSD)

Instructions: Enter the Total number of Full Time Employees (FTEs) and a detailed explanation of the job responsibilities for each position funded under this Agreement

Fringe Benefits: Detailed Explanation			
Fringe Benefits may include: Payroll taxes, SUI, Worker's Compensation, Employer-paid Medical Benefits, Employer Pension Plan Contributions			
POSITION: Shelter Coordinator		NUMBER OF FTE: 11.2	
Detailed Explanation			
Provide one-on-one case management with assigned shelter clients, ensure client is progressing as appropriate toward mutually agreed upon goals, conduct client intakes, provide resources and referrals, and input data into HMIS.	Salary & Wages: \$	350,224.32	
	Fringe: \$	74,551.28	
	Total: \$	433,775.60	
POSITION: Lead Security Personnel		NUMBER OF FTE: 1.0	
Detailed Explanation			
Responsible for ensure all security related task are assigned and coverage 24 hours a day, 7 days a week. This position is also responsible for on-going training of all onsite security staff, collaborating with the Shelter Director when new, or potential security threats have been identified, and is the TBS main point of contact for San Diego Police Department. Also performs Security Personnel duties.	Salary & Wages: \$	32,240.00	
	Fringe: \$	9,470.21	
	Total: \$	41,710.21	
POSITION: Security Personnel		NUMBER OF FTE: 13.0	
Detailed Explanation			
Ensure the shelter is a safe environment for all residents, staff, and visitors by screening resident belongings prior to accessing the premises and monitoring shelter activity. Complete incident reports as appropriate in the event of incidents on or off the premises. Coordinate and assist with the serving of resident meals and the onsite showers. We anticipate that we will have a vacancy rate of at least 10% for this position that will be filled through Allstate Security.	Salary & Wages: \$	377,395.20	
	Fringe: \$	65,134.87	
	Total: \$	442,530.07	
POSITION: Maintenance Specialist		NUMBER OF FTE: 0.5	
Detailed Explanation			
Inspect shelter on a daily basis. Ensure that all furniture and equipment is in working order and that lights are replaced. Ensure that shelter is clean and free from clutter.	Salary & Wages: \$	16,640.00	
	Fringe: \$	2,713.11	
	Total: \$	19,353.11	
POSITION: Van Driver		NUMBER OF FTE: 0.5	
Detailed Explanation			
Drive clients to appointments and laundromat.	Salary & Wages: \$	13,928.00	
	Fringe: \$	2,522.99	
	Total: \$	16,448.99	
POSITION: Shelter Accounting Specialist		NUMBER OF FTE: 0.8	
Detailed Explanation			
Prepare reports and compile all backup documentation required by the Housing Commission. Submit claims for reimbursement and work with the Housing Commission to ensure that any discrepancies are corrected. Review all shelter time cards. Prepare biweekly shelter payroll and ensure that employees are paid correctly by the assigned date.	Salary & Wages: \$	29,952.00	
	Fringe: \$	4,926.59	
	Total: \$	34,878.59	

NONPERSONNEL JUSTIFICATION

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Veteran Village of San Diego (VVSD)

Instructions: Provide a detailed explanation of all non-personnel line items listed below.

LINE ITEM: Supplies Admin Use	TOTAL ALLOCATION: \$	20,429.00
Detailed Explanation		
Cleaning/household supplies; office supplies; postage and shipping supplies; office furniture repair/replacement; other misc. admin supplies.		
LINE ITEM: Supplies Client Use	TOTAL ALLOCATION: \$	11,684.29
Detailed Explanation		
Laundry detergent; laundry bags; replacement bins; shower shoes; snacks for clients with health issues; bath towels.		
LINE ITEM: Insurance	TOTAL ALLOCATION: \$	17,309.00
Detailed Explanation		
General liability, abuse and property insurance.		
LINE ITEM: Utilities	TOTAL ALLOCATION: \$	10,800.00
Detailed Explanation		
Trash removal.		
LINE ITEM: Communications	TOTAL ALLOCATION: \$	12,240.00
Detailed Explanation		
Landline telephone and internet; internet hot spots; staff cell phones.		
LINE ITEM: Transportation	TOTAL ALLOCATION: \$	13,735.00
Detailed Explanation		
Staff mileage.		
LINE ITEM: Recruiting Expenses	TOTAL ALLOCATION: \$	18,408.53
Detailed Explanation		
Diagnostic testing for pre-employment; job posting services; Livescan background checks; CPR training for staff.		
LINE ITEM: Licenses	TOTAL ALLOCATION: \$	13,440.00
Detailed Explanation		
HMIS licenses for staff and managers. Office 365 licenses.		
LINE ITEM: Repairs and Maintenance	TOTAL ALLOCATION: \$	60,694.81
Detailed Explanation		
General repairs and maintenance; pest control monitoring and mitigation; debris cleanup and removal.		
LINE ITEM: Food	TOTAL ALLOCATION: \$	730,000.00
Detailed Explanation		
Meals for clients twice daily (\$5 per meal * 2 meals * 200 clients * 365 days)		
LINE ITEM: Contract Services	TOTAL ALLOCATION: \$	59,000.00
Detailed Explanation		
Laundry services for client linens; legal services; pro-rata portion of annual fiscal audit.		

NONPERSONNEL JUSTIFICATION

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Veteran Village of San Diego (VVSD)

Instructions: Provide a detailed explanation of all non-personnel line items listed below.

LINE ITEM: Security	TOTAL ALLOCATION: \$	63,232.00
Detailed Explanation		
Contract security services.		

FEDERALLY APPROVED INDIRECT COST (FAIC) RATE

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Single Adults
Provider Name: Veteran Village of San Diego (VVSD)

Instructions: Enter the Federally Approved Indirect Cost (FAIC) rate as reflected in the Provider's Nonprofit Rate Agreement provided by the Federal Government. The Nonprofit Rate Agreement must be provided to SDHC on or before commencement of the Agreement term.

Total Direct Cost for the Agreement Term:	\$ 3,005,707.23
FAIC Rate:	13.40%
FAIC Amount:	\$ 402,764.77

NOTES / COMMENTS
Federally approved provisional rate is 14.37% but we anticipate the rate will be lower because we will have additional costs to allocate to.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR TEMPORARY BRIDGE SHELTER – OPERATION
WITH
ST. VINCENT DE PAUL VILLAGE, INC. dba FATHER JOE’S VILLAGES

Contract No. HHI-19-21

THIS AGREEMENT, entered into this ____ day of _____ 2019,

between the Commission:

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

and the Contractor:

ST. VINCENT DE PAUL, INC. dba FATHER
JOE’S VILLAGES
3350 E. Street
San Diego, California 92102
(619) 446-2100

is as follows:

101. DESCRIPTION OF WORK

Contractor shall provide Temporary Bridge Shelter – Operation services to the Commission as generally described in the Specifications/Scope of Work attached hereto. The services provided under this Agreement were procured via non-competitive procurement in compliance with and pursuant to the Commission’s Procurement Policy. A sole source justification for this procurement can be found in the file relating to this Agreement.

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 July 1, 2019 through June

30, 2020.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of TWO MILLION FOUR HUNDRED SEVENTY TWO THOUSAND FOUR HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$2,472,491.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall at a minimum: (1) reference the contract number assigned hereto; (2) reference the purchase order assigned; (3) describe the services performed in detail, as specified in Contract Attachment No. 2; and (4) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the

first day of said given month. Payments will be made to Contractor at the address given above.

The Commission will disburse one month's worth of funding in advance by the first of each month. Contractor will provide proof of spending by the 18th of the following month. Upon reconciliation, any variances will be deducted from or added to the following disbursement. The Commission reserves the right to delay disbursement if proof of spending is not submitted in a timely manner. Contractor will return any unspent funds within 30 days of the Commission's fiscal year end.

d. Funding Source

During the initial term of this Agreement, Commission retains the right to modify the funding source(s) as necessary, including but not limited to, City General Funds, unrestricted local funds, and federal funds to the extent available and permitted.

105. NOTICES

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

Signature Page to Agreement for Temporary Bridge Shelter – Operation services with St. Vincent De Paul, Inc. (Contract No. HHI-19-21):

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

CONTRACTOR:

ST. VINCENT DE PAUL, INC., DBA FATHER JOE’S VILLAGES

By: _____

Date: _____

Name: _____

Title: _____

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Date: _____

Jeff Davis

Executive Vice President and Chief of Staff

By: _____

Date: _____

Lisa Jones

Senior Vice President of Homeless Housing Innovations

By: _____

Date: _____

Debra Fischle-Faulk

Vice President of Procurement and Compliance

Approved as to Form:

Christensen & Spath LLP

By: _____

Date: _____

Charles Christensen

General Counsel for San Diego Housing Commission

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. 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 or where it is already in the public domain through no fault of the Contractor. Nothing contained herein shall preclude Contractor from discussing Contractor's operations of the Temporary Bridge Shelter for Single Adult Women and Families.

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 (12) 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.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee'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 "Indemnitee") 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 Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of \$2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

206. Insurance

(a) 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 shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below:

	Initials		Initials
General Liability		Workers Compensation	
\$2,000,000.00	_____	\$1,000,000.00	_____

<input checked="" type="checkbox"/>		_____	<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	Automobile Liability		<input type="checkbox"/>	Other:
	\$500,000.00	_____	\$	_____

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego (“City”), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked “Errors and Omissions” is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
<input type="checkbox"/>	Errors and Omissions	
	\$1,000,000.00	_____

(d) 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.

(e) 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 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 Work Force 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 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 thirty (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. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

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.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

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 Specifications/Scope of Work 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. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

(a) Termination for Convenience. This Agreement may be terminated by the Commission on forty-five (45) days' written notice to the Contractor, the effective date of cancellation being the 45th day of said written notice with no further action required by either party.

(b) Termination for Lack of Funding. Should funding become unavailable at any point during any term of this Agreement, Commission may terminate this Agreement upon thirty (30) days written notice.

215. Attorneys' Fees and Costs

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

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 to the Commission that it will provide a drug-free workplace and do each of the following:

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

the actions that will be taken against employees for violation of the prohibition.

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

- (i) The dangers of drug abuse in the workplace.
- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) 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

It is not contemplated that the work performed under this Agreement constitutes a public work. If at any time work does trigger additional labor provisions, it is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

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

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

224. 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 \$100,000, 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. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. 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.

226. 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 thirty (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.

227. 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.

228. Section 3 Contract Clauses (as applicable)

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

- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

229. Audit Requirements

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. 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 U.S.C. 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

233. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The Commission and Contractor agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

234. Sanitary Conditions

Contractor shall maintain sanitary conditions at the Program Location for the duration of the Agreement, as determined by Commission in its sole discretion.

235. Remedies Upon Default

The failure of the Contractor to perform each and every, covenant of the Contractor, in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the scope of work (in the case of Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, the achievement of good faith efforts to meet the goals, outcomes, and outputs shall constitute compliance), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize health, safety or the general welfare of the clients of the Contractor and/or members of the public, the Commission shall give seven (7) day-notice written to cure any breach to the Contractor. In the event that a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. The Contractor shall give seven (7) days written notice to cure any breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the City) and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, St. Vincent de Paul Village (the "Contractor") will operate the City of San Diego Temporary Bridge Shelter – Single Adult Women and Families (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare individuals and families for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 202 C Street, San Diego, CA 92101 (Golden Hall) or 1700 Imperial Avenue, San Diego, CA 92101 (Imperial Avenue Location). The Program will operate seven days per week, 24 hours per day, including holidays (Program Operating Schedule).

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 3305 E Street, San Diego, CA 92102 (Administrative Location). The days and hours of operation are Monday to Friday from 8:00AM to 5:00PM (Administrative Office Operating Schedule).

4. PROGRAM DESCRIPTION

The Program will provide single adult women and families with children who are experiencing homelessness, and have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, 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 Contractor shall 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. If adherence to such standards and

requirements necessitates additional funding, the Commission will work with the Contractor to adjust the budget accordingly.

The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies. Intakes into the Program will be made based on the agreed upon priorities of outlined by the RTFH 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 participant needs as quickly as possible.

5. PROGRAM SERVICES

a. *Target Population/Geographical Area*

The Program will prioritize single adult women and families with children who have been enrolled in a permanent housing intervention and are waiting for permanent housing units to become available. Any support services provided will be short-term with a focus on the move to permanent housing. Additionally, the Program will provide emergency shelter beds for single adult women and families with children experiencing unsheltered homelessness who require immediate, short-term shelter with supportive services.

b. *Program Eligibility*

1) Each Program participant shall be:

- a) Individuals who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);
- b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
- c) A single adult female age 18 or older, or a member of household with minor children.

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

- 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; nor
- f) Identification, with the exception of any necessary documentation to prove custodial relationship between minor(s) and adult(s) in a household.

c. ***Program Components***

- 1) Housing First program with low barriers to entry and operations;
- 2) Housing-focused program which aims to resolve participants' homelessness as quickly as possible while also meeting client's basic needs;
- 3) Appropriate 24-hour residential services and staffing;
- 4) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;
- 5) Goal of 120-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; including an area where supportive services and permanent housing staff from partner agencies can connect with participants;
- 7) Assistance in locating safe and affordable permanent or other longer-term housing opportunities for participants; including determining diversion opportunities or housing interventions outside of CES when appropriate;
- 8) Assistance with housing applications and supportive and subsidized housing paperwork;
- 9) Basic Services, including but not limited to:
 - a) A maximum of 141 beds, which is comprised of 9 cribs and 132 beds, for single adult women and families with children experiencing homelessness at the Golden Hall location or 150 beds in one (1) temporary Sprung structure at the Imperial Avenue location, that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - b) At least two (2) meals per day;
 - c) Maintain City-provided showers, wash stations, restrooms, laundry, and belongings storage for participants, in an ADA-compliant environment;
 - d) Routine operating supplies, including but not limited to hygiene products;
 - e) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;
 - f) Janitorial and routine maintenance services;

- g) Waste removal and disposal services;
 - h) Regularly laundered linens
 - i) Access to testing for communicable diseases provided directly by the City or County of San Diego (including but not limited to Hepatitis A);
 - j) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.
- 10) Coordinate outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including but not limited to streets and parks, with the goals of:
- a) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;
 - b) Determining diversion opportunities or housing interventions outside of CES when appropriate;
 - c) Administering the community triage and/or common assessment tool, as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;
 - d) Make efforts to maintain contact with known individuals at least every three weeks;
 - e) Addressing basic needs, including but not limited to, access to food, clothing, and safety;
 - f) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and
 - g) Maintaining documentation of outreach efforts and participants' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.
- 11) Community Outreach, including but not limited to:
- a) Host a minimum of two (2) community meetings to ensure community participation;
 - b) Provide opportunities for electronic and/or written community feedback; and
 - c) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.

d. ***General Standards***

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

- 1) Provide adequate staffing with appropriate on-going training for service delivery and data analysis;

- 2) Provide 24-hour security and site control to ensure a safe environment at the Program site for participants, volunteers, and others who may come in contact with the Program, including secure entry/exit for participants monitored by staff;
- 3) Maintain a fire escape emergency plan, a fire watch at all times, and compliance 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 intake and low barrier house rules, which will be displayed on site at all times, and various means for participants to provide 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;
- 7) Conduct data entry, analysis and reporting in the RTFH-approved HMIS of Program activities as required by RTFH;

e. ***Coordinated Entry System (CES)***

- 1) Contingent upon development and implementation of shelter diversion and/or shelter intake elements within CES, the Contractor will participate in CES as established by RTFH and focus on:
 - a) Homeless participants, certified as homeless using HUD's definition and documentation of homelessness, in accordance with HUD's preferred order of documentation (24 CFR Parts 91, 582, 583); third party certification is preferred;
 - b) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program participants, when appropriate and as established by RTFH; and
 - c) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.
- 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.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- 1) The Commission will provide Contractor 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) Contractor will provide a performance improvement plan as requested within 45 calendar days of receiving a report requesting a plan.
- 3) The Commission will provide monitoring reports to the Contractor.
- 4) Contractor must actively participate in compliance and performance monitoring and improvement activities required by Commission.
- 5) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partnering with Commission in a collaborative improvement process by identifying and implementing improvements.
- 6) Contractor must provide Commission complete policies and procedures related to this Agreement. Contractor must provide substantive updated policies and procedures to Commission within 60-calendar days of update/revision.
- 7) Contractor will continue to follow the action plan for Housing First alignment based on the third party evaluator recommendations, providing updated activity reports to the Commission as requested.
- 8) Contractor will participate in follow up to the Bridge Shelter Model (Housing First) evaluation, which, along with ongoing data collection, will help inform goals and expectations for future performance measurements. The evaluation will be conducted through a third party consultant to determine if the changes incorporated into the scope of work have been fully implemented, and determine the impact those implementations had on the engagement of participants and the exiting of participants to permanent and other longer term housing.

b. *Staffing and Training*

- 1) All staff to be hired for or promoted to supervising case managers, case managers, and housing specialist positions must align with mutually agreed upon job descriptions developed by the Commission and the Contractor and must be pre-approved by the Commission for suitability and appropriate level of job skills and job knowledge;
- 2) Contractor will provide certification to the Commission that training on all required subjects has been provided to new hires within 60 days of hire date. In addition to any internal trainings Contractor provides as part of new hire onboarding or ongoing training, Contractor will utilize any standardized community-wide trainings made available by RTFH or the Commission and/or as prescribed by RTFH community standards and policies.
- 3) Contractor will provide documentation of annual training on all mandated subjects to all Program operations staff, regardless of length of service.

- 4) Contractor staff will participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a housing-focused shelter.
- 5) To support the efforts of the RTFH and the Youth Homeless Demonstration Grant (YHDP) Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth experiencing homelessness, Contractor staff will participate in trainings related to Youth Specific service delivery, when and as determined by the Commission.
- 6) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes to ensure safe and stable environments for Transitional Age Youth.

c. ***Housing First¹***

In alignment with HUD, 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.

d. ***Program Records***

1) ***Recordkeeping***

- a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

Contractor will enter and maintain data in the RTFH-approved HMIS. Contractor will comply with the HMIS Policies and Procedures in effect during the period of this

¹ United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

Agreement including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

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

Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within the past 12-months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

f. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at all roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

7. PROGRAM OUTCOMES

- a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.
- b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE OUTCOMES	MEASURE	TARGET
Low Barrier to Entry	Persons Meeting HUD Category 1, 2, or 4 Definition of Homelessness ²	100%
Access to Resources/Services to Move into Permanent Housing and Stabilize	Average Length of Stay	120 days or less

² 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.

PERFORMANCE OUTCOMES	MEASURE	TARGET
Exits	Exits due to Noncompliance with Program Rules	Less than 20% leave the program due to noncompliance with Program rules (involuntary exit)
	Positive Exits for Participants Staying 30 Days or More	At least 30% of Program participants who exit after 30 days or more will exit to Permanent or Other Longer-Term Housing ³
	Positive Exits for Participants Staying Less Than 30 Days	Reporting Only
	Recidivism	Of those exiting to permanent housing, no more than 15% will return to shelter within 12 months
Efficient and Effective Use of Resources	Monthly Average Occupancy Rate	At least 90% during the time that the occupancy at the Program has been stabilized. Stabilization does not include periods of Program ramp up and Program wind down as reasonably determined by the Commission.
Data Quality	Missing or Incomplete Data	No more than 5% in HMIS
	Timeliness of Data Entry	100% of participant data entered within 3 business days
Customer Service	Shelter Resident Satisfaction	Reporting Only
	Critical Incident Reports	
Demographics	Program Participants	
Community Outreach	Community meetings and feedback solicited	

³ “Other Longer-Term Housing” includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

8. REQUESTS FOR REIMBURSEMENT (RFR)

- a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 18th day of the month after each reporting period, irrespective of the day of the week when the 18th falls.
 - 1) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.
 - 2) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.
- b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.
- c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

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

10. MEDIA/ COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of participants funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

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

11. CLOSE-OUTS

- a. Upon the Program closing date, Contractor shall:

- 1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and
 - 2) Return the site to the appropriate condition as reflected in the Contractor's occupancy agreement with the City.
- b. Contractor shall be responsible for completing and submitting a close-out packet to include information such as but not limited to total number of participants housed, Program accomplishments, demographics and financial summary of award for each applicable funding source.
 - c. Contractor's obligation to Commission shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and
 - 3) Determining the custodianship of records.
 - d. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

12. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego⁴	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing⁵	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>

⁴ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁵ "Regional Task Force on the Homeless – Community Standards." *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

TERM	DEFINITION
Chronically Homeless⁶	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant⁷	<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 Care⁸	<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;</p>

⁶ “Defining Chronically Homeless Final Rule.” *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

⁷ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁸ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

TERM	DEFINITION
	promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System⁹	The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report¹⁰	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion¹¹	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter¹²	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.

⁹ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

¹⁰ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

¹¹ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf

¹² “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

TERM	DEFINITION
Matching Funds ¹³	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.
Homeless ¹⁴	<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 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 ¹⁵	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care’s geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.

¹³ “Glossary of Terms.” U.S. Department of Homeland Security, www.fema.gov/glossary-terms

¹⁴ “HEARTH Homeless Definition Final Rule.” HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

¹⁵ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

TERM	DEFINITION
Homeless Emergency Assistance and Rapid Transition to Housing Act ¹⁶	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 System ¹⁷	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First ¹⁸	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 ¹⁹	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing ²⁰	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families

¹⁶ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁷ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁸ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁹ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

²⁰ "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

TERM	DEFINITION
	can stay at the facility for a brief period of time and their bed is reserved from night to night.
Memorandum of Understanding²¹	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act²²	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 Housing²³	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²⁴	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

²¹ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²² “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²³ “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²⁴ “Psychiatric Emergency Response Team: Improving and Enriching Lives.” *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

TERM	DEFINITION
	by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless ²⁵	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC ²⁶	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development ²⁷	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. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness ²⁸	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.
Veteran ²⁹	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.

²⁵ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁶ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁷ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

²⁸ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

²⁹ "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgrrfqfaq1.pdf.

TERM	DEFINITION
Vulnerability Index – Service Prioritization and Decision Assistance Tool³⁰	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family’s vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

³⁰ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**



**SAN DIEGO
HOUSING
COMMISSION**

**SAN DIEGO HOUSING COMMISSION
SUBRECIPIENT PROJECT BUDGET
SUMMARY**

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Families and Single Women
Provider Name: St. Vincent de Paul Village, Inc.

Instructions:

- 1) Enter All Non-Personnel Line items in the "Non-Personnel Expenses (NPE)" section below, along with the Annual Amounts to be allocated to the funding source.**
- 2) Enter the annual amount for each additional line item to be allocated to each funding source.**
- 3) If additional rows, columns and/or tabs are needed, please contact SDHC.**

PERSONNEL EXPENSES (PE)	SDHC			
	ANNUAL AMOUNT ALLOCATED			
Salaries & Wages	\$ 1,158,714.15			
Fringe Benefits	\$ 265,345.54			
TOTAL PERSONNEL BUDGET	\$ 1,424,059.69			
NON-PERSONNEL EXPENSES (NPE)	ANNUAL AMOUNT ALLOCATED			
Supplies Admin Use	\$ 3,000.00			
Supplies Client Use	\$ 40,000.00			
Utilities (also water and telephone)	\$ 91,600.00			
Administration	\$ 88,917.00			
Food	\$ 246,375.00			
Maintenance/Pest Control	\$ 56,429.00			
Laundry	\$ 15,000.00			
Security	\$ 438,450.31			
Parking	\$ 60,000.00			
Client Travel Expense	\$ 2,108.00			
Insurance	\$ 6,552.00			
TOTAL NON-PERSONNEL BUDGET	\$ 1,048,431.31			
TOTAL PROJECT BUDGET	\$ 2,472,491.00			

NOTES / COMMENTS

SALARIES AND WAGES JUSTIFICATIONS

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter for Families and Single Women

Provider Name: St. Vincent de Paul Village, Inc.

Instructions: Enter the Total number of Full Time Employees (FTEs) and a detailed explanation of the job responsibilities for each position funded under this Agreement

Fringe Benefits: Detailed Explanation			
Fringe Benefits may include: Payroll taxes, Worker's Compensation, and Employer-paid Medical and Dental Benefits			
POSITION: Director of Residential Services		NUMBER OF FTE: 0.3	
Detailed Explanation			
Oversees residential services organization and provides direction and support. Interfaces with outside stakeholders and coordinates efforts with Village Management.	Salary & Wages:	\$	27,768.00
	Fringe:	\$	6,358.87
	Total:	\$	34,126.87
POSITION: Manager of Residential Services		NUMBER OF FTE: 1.0	
Detailed Explanation			
Ensures quality of delivery of residential services by a team of residential program staff. Ensures facility rules and guidelines are followed by residents as they work toward transitioning into longer term or permanent housing. Works with Village Management to implement service delivery. monitor data quality and track grant commitments.	Salary & Wages:	\$	58,240.00
	Fringe:	\$	13,336.96
	Total:	\$	71,576.96
POSITION: Supervisor of Residential Services		NUMBER OF FTE: 2.0	
Detailed Explanation			
Maintains program functions and monitors/assists the Program Manager in scheduling, evaluating, training, and supervision of residential staff. Documents pertinent programs information. Maintains and ensures integrity of data in HMIS.	Salary & Wages:	\$	84,698.00
	Fringe:	\$	19,395.84
	Total:	\$	104,093.84
POSITION: Residential Services Coordinator		NUMBER OF FTE: 10.0	
Detailed Explanation			
Supports residents, performs daily intake procedures, client file maintenance and client evaluations. Provides general supervision of client activities. documents pertaining shift information in daily logs and HMIS.	Salary & Wages:	\$	318,240.00
	Fringe:	\$	72,876.96
	Total:	\$	391,116.96
POSITION: Security Officer Lead		NUMBER OF FTE: 0.5	
Detailed Explanation			
Provides support and coordination among in-house guards and third party guard services. Monitors guards and schedules staff.	Salary & Wages:	\$	23,296.00
	Fringe:	\$	5,334.78
	Total:	\$	28,630.78
POSITION: Custodian		NUMBER OF FTE: 3.0	
Detailed Explanation			
Performs all the necessary work connected to keeping public and private facilities clean. This includes sanitizing restrooms and replenishing supplies, emptying trash receptacles and removing recycling, sweeping and mopping floors, washing walls, windows, furniture and fixtures, dusting, vacuuming and assisting with routine clean-up.	Salary & Wages:	\$	86,775.00
	Fringe:	\$	19,871.48
	Total:	\$	106,646.48
POSITION: Maintenance Tech		NUMBER OF FTE: 1.0	
Detailed Explanation			
The technician has knowledge of and the ability to perform moderately difficult work in two or more trades such as: electrician, carpenter, machinist, painter, mason, etc. And to supervise work teams to accomplish the goals and objectives of the maintenance program. Is responsible for general repairs, installations, construction and replacement of equipment required use of a variety of hand and power tools., making routine checks of building and facilities and completing necessary repairs.	Salary & Wages:	\$	42,349.00
	Fringe:	\$	9,697.92
	Total:	\$	52,046.92
POSITION: Manager of Coordinated Services		NUMBER OF FTE: 0.33	
Detailed Explanation			
Plans, staffs, budgets and tracks expenses for Housing Navigator, Outreach, and Assessment teams. Ensures that budgets are adhered to, and grant commitments are delivered successfully. Reviews and approves policy and procedures. Collaborates to define and ensure successful completion of Staff performance objectives by monitoring and improving performance outcomes. Oversees the Supervisor of Housing Navigation and Supervisor of Assessments, Supervisor of Outreach, and all Coordinated Services Staff.	Salary & Wages:	\$	18,966.75
	Fringe:	\$	4,343.39
	Total:	\$	23,310.14

SALARIES AND WAGES JUSTIFICATIONS

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter for Families and Single Women

Provider Name: St. Vincent de Paul Village, Inc.

Instructions: Enter the Total number of Full Time Employees (FTEs) and a detailed explanation of the job responsibilities for each position funded under this Agreement

Fringe Benefits: Detailed Explanation			
Fringe Benefits may include: Payroll taxes, Worker's Compensation, and Employer-paid Medical and Dental Benefits			
POSITION: Supervisor of Outreach		NUMBER OF FTE: 1.0	
Detailed Explanation			
Supervises, coordinates and schedules Outreach Workers.	Salary & Wages: \$	51,243.00	
	Fringe: \$	11,734.65	
	Total: \$	62,977.65	
POSITION: Outreach Worker		NUMBER OF FTE: 4.0	
Detailed Explanation			
The Outreach Staff engages with currently homeless individuals and families, encouraging and motivating them to access the homeless services system and services provided by the Village. The Outreach Staff provides assessments, support, referrals and resources to homeless individuals and families. The Outreach Staff must be flexible and comfortable with approaching and building rapport with persons who have substance misuse issues and those who have a mental illness or co-occurring disorder.	Salary & Wages: \$	186,368.00	
	Fringe: \$	42,678.27	
	Total: \$	229,046.27	
POSITION: Case Manager Supervisor		NUMBER OF FTE: 1.0	
Detailed Explanation			
Responsible for creating a positive and empathic environment in which to oversee the day-to-day activities of individual Case Managers, providing subordinate staff with necessary support and training in addition to providing Program participants with connections to appropriate housing, programs and resources through one-on-one case management that develops individualized case plans to promote client progression towards obtaining and maintaining self-sufficiency.	Salary & Wages: \$	56,368.00	
	Fringe: \$	12,908.27	
	Total: \$	69,276.27	
POSITION: Case Manager		NUMBER OF FTE: 4.0	
Detailed Explanation			
Responsible for developing professional and empathetic relationships while providing Program participants with connections to appropriate housing, programs and resources through one-on-one case management that develops individualized case plans to promote client progression towards obtaining and maintaining self-sufficiency.	Salary & Wages: \$	169,396.00	
	Fringe: \$	38,791.68	
	Total: \$	208,187.68	
POSITION: Housing Specialist		NUMBER OF FTE: 1.0	
Detailed Explanation			
Works as part of a multi-disciplinary team to assist clients with housing document preparation, identifying permanent housing opportunities, developing and maintaining relationships with prospective landlords, as well as connecting clients with appropriate supportive services.	Salary & Wages: \$	35,006.40	
	Fringe: \$	8,016.47	
	Total: \$	43,022.87	

NONPERSONNEL JUSTIFICATION

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter for Families and Single Women
Provider Name: St. Vincent de Paul Village, Inc.

Instructions: Provide a detailed explanation of all non-personnel line items listed below.

LINE ITEM: Supplies Admin Use	TOTAL ALLOCATION: \$	3,000.00
Detailed Explanation		
Supplies to support administrative and office functions, including but not limited to: paper, clips, staples, pens, pencils, and tape.		
LINE ITEM: Supplies Client Use	TOTAL ALLOCATION: \$	40,000.00
Detailed Explanation		
Cleaning and restroom supplies, including but not limited to: rubber gloves, trash abgs, paper towels, bath tissue, deodorizer and cleansers, and other items used by residential clients. Hygiene items, including but not limited to: soap, shampoo, personal hygiene items, razors.		
LINE ITEM: Utilities (also water and telephone)	TOTAL ALLOCATION: \$	91,600.00
Detailed Explanation		
Telephone, trash, water, electricity, sewer and operations related to mobile restrooms and showers.		
LINE ITEM: Administration	TOTAL ALLOCATION: \$	88,917.00
Detailed Explanation		
Home office administrative overhead and labor-related to administrative services. Property costs and interest.		
LINE ITEM: Food	TOTAL ALLOCATION: \$	246,375.00
Detailed Explanation		
Meal services: 3 meals per day @approximately \$4.50 each day. Food costs only; no overhead.		
LINE ITEM: Maintenance/Pest Control	TOTAL ALLOCATION: \$	56,429.00
Detailed Explanation		
Pest Control; building and equipment maintenance; facility maintenance including but not limited to: lumber, building repair supplies, caulk, door locks, hardware, furniture repair supplies.		
LINE ITEM: Laundry	TOTAL ALLOCATION: \$	15,000.00
Detailed Explanation		
Client laundry at approximately \$1,250/week. Includes linen and laundry services as well as washing machine rental agreements.		
LINE ITEM: Security	TOTAL ALLOCATION: \$	438,450.31
Detailed Explanation		
Third party security protection and 24 hour guard services.		
LINE ITEM: Parking	TOTAL ALLOCATION: \$	60,000.00
Detailed Explanation		
Staff parking - between 44 and 48 spots @ approximately \$5 per day or rental of dirt lot.		
LINE ITEM: Client Travel Expense	TOTAL ALLOCATION: \$	2,108.00
Detailed Explanation		
Travel provided in the form of San Diego MTS bus and/or trolley passes. May also include mileage, gas, insurance, vehicle maintenance and other costs associated with providign transportation.		
LINE ITEM: Insurance	TOTAL ALLOCATION: \$	6,552.00
Detailed Explanation		
All insurance policies including general liability, auto, umbrella liability and property insurance, etc.		



THE CITY OF SAN DIEGO

OFFICE OF THE INDEPENDENT BUDGET ANALYST REPORT

Date Issued: June 7, 2019

IBA Report Number: 19-15

City Council and Housing Authority Docket Date: June 11, 2019

Item Number: Item 331 and HA-2

Bridge Shelter Program Funding Plan

OVERVIEW

The item before the City Council, acting as the Housing Authority, on June 11, 2019 is a request to authorize the award and execution of operating agreements for each of the City of San Diego's three Temporary Bridge Shelters (Shelters) to cover Fiscal Year 2020 (July 1, 2019 to June 30, 2020). There is also a request to update and approve the Memorandum of Understanding between the San Diego Housing Commission (Commission) and the City for the administration of the program. The Shelters provide homeless individuals a safe place to be temporarily housed and receive services while preparing for permanent housing or longer-term placements.

In the context of this item, this report reiterates our Office's concerns with the Bridge Shelter funding strategy as discussed in previous reports and offers potential funding sources that could be considered to develop a funding plan that matches ongoing resources with this ongoing need.

DISCUSSION

Unlike the initial contract structure for the Shelter operating agreements, which provided two options to extend, the proposed operating agreements do not include similar options to extend past FY 2020. Staff indicates that this reflects the lack of ongoing funding identified for the program.

The Shelters were initially approved in November 2017 in response to the hepatitis A outbreak and at that time it was unknown how long they would be in place. Therefore, most of the program has been funded with one-time resources coming from the Commission's property reserves.¹ Since, according to the Commission, the continued use of property reserves is unsustainable, the Commission's FY 2020 budget is now using a combination of federal reserves from the Section 8 Moving to Work Program and its contingency reserve to fund the Shelters.

¹Property reserves are the net income from the Commission's properties after accounting for costs to operate them. They are used for capital improvements of existing properties and to purchase new affordable housing.

OFFICE OF THE INDEPENDENT BUDGET ANALYST

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Though not expressly stated in the staff report as with previous similar items, the City's commitment to make a good faith effort to backfill entirely, or as close to entirely, the Commission's costs for FY 2020 was reaffirmed at the Budget Review Committee on May 6, 2019. Including FY 2020 costs, the City is falling short by about \$8 million.²

It is evident that an ongoing funding plan should be developed for the Bridge Shelters (as well as the Storage Connect Center which is similarly funded). As a Strategic Plan for Homelessness is being developed for the City, appropriate funding for existing programs should be an integral part of the discussion. Below, we offer two potential resources that could begin to address this issue.

Potential Funding Sources for Future Consideration

Senate Bill 2 (Chapter 364, Statutes of 2017, Atkins) was enacted in fall of 2017. The bill imposes a \$75 fee on real estate transaction documents, as specified. Local governments will receive 70% of this revenue through the Permanent Local Housing Allocation, creating an ongoing funding source to address unmet housing needs of local communities. Among the program's eligible uses, is assistance for homeless individuals or those at risk of becoming homeless. After accounting for funds required to go towards affordable workforce housing, preliminary estimates indicate about \$3.7 million would be available to partially fund the City's Bridge Shelter Program.³ Guidelines for these funds are expected to be completed in the fall which would provide greater clarity on spending requirements. Given that the Commission is expected to spend \$11.4 million on the Shelters in FY 2020, other ongoing funding sources need to be identified.


As noted in our Office's review of the FY 2020 – FY 2024 Five Year Financial Outlook, a potential new ongoing revenue source for homelessness could become available if voters were to approve the 2020 ballot measure for an expansion of the convention center. In addition to the expansion, the measure would provide about \$139 million for homelessness programs in the first five years.

CONCLUSION

Identifying a stable funding plan for the Bridge Shelter Program is critical for consistency with the City's Budget Policy where ongoing costs do not rely on one-time resources, like reserves. Additionally, financial stability would benefit the Shelters programmatically as their continuity would be more certain. Finally, it would also free up funding in the Commission's budget that would otherwise be used to support affordable housing, federal Moving to Work initiatives, and replenish reserves. With SB 2 resources coming online and other potential ongoing funds, the Council could request that the Mayor identify ongoing resources to fund the Shelters.



Jillian Kisse
Fiscal & Policy Analyst



APPROVED: Andrea Tevlin
Independent Budget Analyst

² In our Office's review of the Commission's FY 2020 Proposed Budget, we cited \$13.1 million which includes costs for both the Shelters and Storage Connect Center. Since then we have learned that \$5 million in Community Development Block Grant funds will go to the Commission to acquire a hotel for affordable housing.

³ Funding will likely vary from year to year as it depends upon the frequency of real estate transactions.

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AUTHORIZING THE SIGNATURE OF A FOURTH 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 AND AUTHORIZING THE SIGNATURE OF NEW AGREEMENTS WITH OPERATORS TO OVERSEE, ADMINISTER, AND MANAGE THREE TEMPORARY BRIDGE SHELTER PROGRAMS IN BARRIO LOGAN, MIDWAY, AND EAST VILLAGE, AUTHORIZING EACH OF THOSE PROGRAMS, AND APPROVING FUNDING AND RELATED ACTIONS.

WHEREAS, the City of San Diego (City) and the San Diego Housing Commission (Housing Commission) are parties to that certain Memorandum of Understanding for the Provision of Temporary Bridge Shelters (MOU), which was approved by the Housing Authority of the City of San Diego (Housing Authority) with Resolution HA-1755, and by the San Diego City Council (City Council) with Resolution R-311427, on November 14, 2017, as amended by the Housing Authority with Resolution HA-1781, and by the City Council with Resolution R-311774, on May 22, 2018; and

WHEREAS, the MOU provides for administration of three temporary bridge shelter programs in the Barrio Logan, Midway, and East Village neighborhoods (collectively, Shelter Programs); and

WHEREAS, in accordance with the MOU and Housing Authority Resolution HA-1755, the Housing Commission signed three agreements for operation of the Shelter Programs

(collectively, the Shelter Program Agreements): (1) one with Alpha Project for the Homeless for operation of the Shelter Program located at the cul-de-sac on 16th Street and Newton Avenue in the Barrio Logan neighborhood, (2) one with Vietnam Veterans of San Diego, dba Veterans Village of San Diego, for operation of the Shelter Program located at the site owned by the U.S. Department of the Navy at 2801 1/2 Sports Arena Boulevard in the Midway neighborhood, and (3) one with St. Vincent De Paul Village, dba Father Joe's Villages, for operation of the Shelter Program located at the intersection of 14th Street and Commercial Avenue in the East Village neighborhood (collectively, Service Operators); and

WHEREAS, the Housing Authority, with Resolution HA-1789 on September 18, 2018, authorized the extension of the term for each of the Shelter Program Agreements until June 30, 2019; and

WHEREAS, to support staffing changes and provide intensive housing-focused shelter training and technical assistance, and to continue to provide shelter and services to the City's most vulnerable persons experiencing homelessness, Housing Commission staff wishes to enter each of the Shelter Program Agreements for twelve months, until June 30, 2020 (New Shelter Program Agreements); and

WHEREAS, the City and the Housing Commission now propose to enter into the Fourth Amendment to the MOU (Fourth Amendment), a copy of which is included in the backup materials accompanying this Resolution, to provide for operation of the Women and Family Program at the temporary site located at Golden Hall, 202 C Street, San Diego, California 92101 and eventual relocation to 17th and Commercial, San Diego, California 92101, and to extend the term of the MOU to coincide with the term of the New Shelter Program Agreements, until June 30, 2020; NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority as follows:

1. The Housing Commission President & Chief Executive Officer (President & CEO), or designee, is authorized and directed to award and sign each of the New Shelter Program Agreements for a twelve-month period, from July 1, 2019 through June 30, 2020.
2. The President & CEO, or designee, is authorized to allocate and expend up to \$11,607,303 for the costs of the Shelter Program Agreements, to be funded from a combination of Housing Commission property reserves and Moving To Work (MTW) funds, allocated as follows: (1) an amount not to exceed \$5,317,212 for the Shelter Program Agreement with Alpha Project for the Homeless and (2) an amount not to exceed \$3,520,644 for the Shelter Program Agreement with Vietnam Veterans of San Diego, dba Veterans Village of San Diego; and only funded from Housing Commission property reserves allocated as follows: (3) an amount not to exceed \$2,472,492 for the Shelter Program Agreement with St. Vincent De Paul Village, dba Father Joe's Villages and (4) an amount not to exceed \$296,955 for administrative costs and contingencies of the Housing Commission.
3. The President & CEO, or designee, is authorized to execute any documents and instruments that are necessary and appropriate to implement this Resolution, in a form approved by Housing Commission General Counsel and to take such actions necessary and appropriate to implement these approvals without further action of the Housing Commission Board or the Housing Authority.
4. The President & CEO, or designee, is authorized to establish a contingency fund not to exceed ten percent of the total costs for the term of the Shelter Program Agreements, without further action by the Housing Authority or the Board of Commissioners of the Housing

Commission Board (Housing Commission Board), but only if and to the extent funds are determined to be available for such purposes.

5. The President & CEO, or designee, is authorized to increase compensation for the New Shelter Program Agreements to accommodate the Service Operators assuming responsibility for facility services at the Shelter Program locations, contingent upon the Service Operators procuring contracts with the same terms and conditions as the current contracts with the City, and certification that funds are available in the City's Fiscal Year 2020 budget, General Fund 100000, Citywide expenses budget 9912.

6. The President & CEO, or designee, is authorized and directed to sign the Fourth Amendment.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Marguerite Middaugh
Deputy General Counsel

KAM:jdf
5/08/2019
Or. Dept: SDHC
Doc. No. 2002771

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE SIGNATURE OF A
FOURTH 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 TO
EXTEND THE TERM AND ADDRESS THE DUTIES OF THE
PARTIES WITH RESPECT TO LOCATION OF THE SINGLE
WOMEN AND FAMILY TEMPORARY BRIDGE SHELTER.

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

WHEREAS, the Housing Commission and the City entered into a separate Memorandum of Understanding for the Provision of Temporary Bridge Shelters (MOU), which was approved by the Housing Authority of the City of San Diego (Housing Authority) with Resolution HA-1575 and the San Diego City Council (City Council) with Resolution R-311427 on November 14, 2017, for an initial term ending June 30, 2018, with options to extend the MOU; and

WHEREAS, the first option to extend the term of the MOU was approved by the Housing Authority with Housing Authority Resolution HA-1781 and the City Council with Resolution R-311774 on May 22, 2018, extending the term of the MOU through June 30, 2019; and

WHEREAS, the Temporary Bridge Shelter for Single Women and Families is temporarily operated at the San Diego Concourse, using portions of Golden Hall, at 202 C Street; and

WHEREAS, the City and the Housing Commission now propose to enter into the Fourth Amendment to the MOU (Fourth Amendment), a copy of which is included in the backup materials accompanying this Resolution, to provide for operation of the Women and Family Program at the temporary site located at Golden Hall, 202 C Street, San Diego, California 92101 and eventual relocation to 17th and Commercial, San Diego, California 92101, and to extend the term of the MOU to coincide with the term of certain Shelter Program Agreements, until June 30, 2020; NOW, THEREFORE,

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

1. The City Council authorizes and directs the Mayor, or designee, to sign the Fourth Amendment. A copy of the signed Fourth Amendment shall be placed on file with the City Clerk as Document No. RR-_____.

2. The effectiveness of this Resolution is contingent upon passage of a Housing Authority resolution approving the San Diego Housing Commission's signature of the Fourth Amendment to the Memorandum of Understanding, which is being considered by the Housing Authority concurrently with this Resolution.

APPROVED: MARA W. ELLIOTT, City Attorney

By _____
Katherine A. Malcolm
Deputy City Attorney

KAM:jdf
5/09/2019
Or. Dept: Mayor's Office
Doc. No.: 2003745
Companion

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

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO DETERMINING THAT THE OPERATION OF THE TEMPORARY BRIDGE SHELTERS AND RELOCATION OF THE SINGLE WOMEN AND FAMILIES SHELTER IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GUIDELINE SECTIONS 15061(B)(3), 15301 AND 15304(E).

WHEREAS, the City is requesting for the continued operation of the temporary bridge shelters located at the following locations: (1) the cul-de-sac on 16th Street and Newton Avenue in the Barrio Logan neighborhood; (2) 1/2 Sports Arena Boulevard in the Midway neighborhood; and (3) the temporary location at 202 C Street and eventual relocation to the intersection of 14th and Commercial Avenue in the East Village neighborhood (Single Women and Families Shelter) (collectively, Temporary Bridge Shelters); and

WHEREAS, the California Environmental Quality Act (CEQA), Public Resources Code section 21084, states that the CEQA Guidelines shall list those classes of projects which have been determined not to have a significant effect on the environment and which shall be exempt from CEQA; and

WHEREAS, pursuant to that authority, CEQA Guidelines sections 15300-15333 list the categorical exemptions promulgated by the California Office of Planning and Research for those classes of projects which have been determined not to have a significant effect on the environment; and

WHEREAS, the Council of the City of San Diego (City Council) has considered the potential environmental effects of operating the Temporary Bridge Shelters and relocating the Single Women and Families Shelter; and

WHEREAS, the City Council considered the written record for the project as well as public comment; and

WHEREAS, the City Council, using its independent judgment, has determined that the project will not have a significant effect on the environment because there is a negligible or no expansion of use in the operation of the existing streets; NOW, THEREFORE,

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

1. The operation of the Temporary Bridge Shelters and relocation of the Single Women and Families Shelter is categorically exempt from CEQA pursuant to CEQA Guidelines sections 15061(b)(3), 15301, and 15304(e).

2. An exception to the exemption as set forth in CEQA Guidelines section 15300.2 does not apply.

APPROVED: MARA W. ELLIOTT, City Attorney

By _____
Katherine Anne Malcolm
Deputy City Attorney

KAM:jdf
5/14/19
Or.Dept: Mayor's Office
Doc.No: 2005904
Companion Item to R-2019-638

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

ELIZABETH S. MALAND, City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor



The City of San Diego
Item Approvals

Item Subject: Fiscal Year 2020 City of San Diego Bridge Shelter Programs 12-Month Operating Agreements and Corresponding Memorandum of Understanding Between the San Diego Housing Commission and City of San Diego.

Contributing Department	Approval Date
DOCKET OFFICE	05/01/2019

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	DAVIS, JEFF	04/25/2019
DEPUTY CHIEF OPERATING OFFICER	CALDWELL, ERIK	05/01/2019
CITY ATTORNEY	MALCOLM, KATE	05/29/2019