



REPORT

DATE ISSUED: September 26, 2019

REPORT NO: HAR19-041

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of October 15, 2019

SUBJECT: Approval of the Fiscal Year 2020 Operating Agreement for the City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, CA 92101 and Amendment to the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the oversight and administration of the City's Bridge Shelters

COUNCIL DISTRICT: Citywide

REQUESTED ACTION:

That the Housing Authority of the City of San Diego (Housing Authority) approve an initial operating agreement with two one-year options to renew, with Alpha Project for the Homeless (Alpha Project) to operate the City of San Diego's Bridge Shelter located at 1710 Imperial Avenue, for the initial term of October 16, 2019, through June 30, 2020, as well as approve amendments to the current Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the oversight and administration of the City's Bridge Shelters to include the new City of San Diego Bridge Shelter located at 1710 Imperial Avenue.

STAFF RECOMMENDATION

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

- 1) Approve an operating agreement with Alpha Project for the Homeless (Alpha Project) for an initial term of October 16, 2019, through June 30, 2020, with two one-year options to renew, to operate the City of San Diego's Bridge Shelter located at 1710 Imperial Avenue, San Diego, CA 92101, on terms and conditions as set forth in the agreement (Agreement), as it may be amended upon advice of General Counsel of the San Diego Housing Commission (Housing Commission);
- 2) Authorize the execution of an agreement with Alpha Project in the amount of \$2,545,863.38 (which includes a ramp-up budget amount of \$150,000, and an initial operating budget amount of \$2,395,863.38) for an initial operating period of October 16, 2019, through June 30, 2020, and an annual operating budget amount for subsequent option years of \$3,508,074 to provide bridge housing and emergency shelter services to persons experiencing homelessness in the City of San Diego, consisting of the following funding sources for the initial operating term: Homeless Emergency Aid Program (HEAP) funds in the amount of \$444,981, and Low Income Lease Revenue funds in the amount of \$2,336,625.38, for the Fiscal Year (FY) 2020 operational and

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ramp-up budget, allocated by the Housing Commission contingent upon the appropriation of said funds by the City of San Diego;

- 3) Authorize the President & Chief Executive Officer (President & CEO) of the Housing Commission, or designee, to execute all necessary documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals;
- 4) Authorize the President & CEO of the Housing Commission, or designee, to substitute funding sources and/or increase compensation by not more than 20 percent of the total agreement amount for the proposed agreement, if necessary, without further action by the 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; and
- 5) Approve an amendment to the current Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission (Housing Commission) for the oversight and administration of the City's Bridge Shelters to include the new City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, CA 92101.

SUMMARY

The Housing Commission administers the contracts for the City of San Diego's (City) Bridge Shelter Programs based on a Memorandum of Understanding between the Housing Commission and the City that first took effect on November 14, 2017. A renewal of the MOU between the City and the Housing Commission through June 30, 2019, was approved by the Housing Commission Board of Commissioners on May 4, 2018, and by the Housing Authority and City Council on May 22, 2018. A renewal of the MOU between the City and the Housing Commission through June 30, 2020, was approved by the Housing Commission Board of Commissioners on May 3, 2019, and the Housing Authority and City Council on June 11, 2019.

The proposed actions referenced in this report will allow the Housing Commission to enter into the Agreement with Alpha Project in amounts referenced within this report to provide for the ramp-up and ongoing operation of the Bridge Shelter at 1710 Imperial Avenue, San Diego, CA 92101 for the initial operating term and subsequent optional terms, not to exceed two years, contingent upon the appropriation of said funds by the City of San Diego.

PROGRAM OVERVIEW

The City of San Diego's Bridge Shelter located at 1710 Imperial Avenue, San Diego, CA 92101 will provide a year-round (365 days per year) bridge housing program in alignment with Housing First principles, for approximately 150 persons experiencing homelessness in the City. The program will provide safe, low-barrier, bridge housing, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate longer term or permanent housing interventions, contributing to the regional goals of ensuring instances of homelessness are rare, brief,

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and non-recurring. The program's target population will be flexible in nature and the shelter may serve more than one sub-population at a time. The number of beds considered "available" may differ slightly at any given time depending on the population or sub-populations being served as determined and directed by the Housing Commission.

The Bridge Shelter will prioritize intakes in conjunction with a household's status in the Coordinated Entry System (CES):

- 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.

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. Services to be provided include, but are not limited to: safe, stable housing; a safe, secure, and comfortable environment; access to case management and supportive services; at least two meals per day, seven days per week; outside agency referrals; on-site and off-site counseling services; and assistance in obtaining permanent supportive housing, permanent affordable housing or longer term housing interventions.

Operator Experience

Alpha Project is a well-established homeless service provider with more than 20 years of experience meeting the needs of individuals and families experiencing homelessness. The organization has evolved over that time to keep pace with best practices, following nationwide models. Through its array of housing and supportive services, Alpha Project serves more than 4,000 men, women and children on an annual basis. The organization follows a Housing First model, which recognizes the need to provide housing and shelter without preconditions, in conjunction with the provision of supportive services. Alpha Project has been serving families experiencing homelessness since 1995 through permanent supportive housing programs, and in the past several years, through federally funded Rapid Rehousing programs. They also have many years of experience in successfully operating several shelters, including

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the City of San Diego's inclement weather shelter in past years, the City of San Diego's temporary campground that was opened during the fall of 2017 in response to the City's health crisis, and the City of San Diego's Bridge Shelter program for single adults, which opened in December 2017 and serves 324 individuals daily. In addition to its portfolio of interim shelters, rapid rehousing and permanent supportive housing programs, Alpha Project coordinates a variety of services for its clients, including substance abuse treatment, employment readiness and placement, transportation assistance and healthcare, and has developed innovative programs that support persons with lived experience to engage with the local community, and provide peer-to-peer outreach through their Wheels of Change and Take Back the Streets programs.

Program Design

The Bridge Shelter will provide persons who are experiencing homelessness and have not been successfully diverted from the homeless assistance system with bridge housing, emergency shelter and diverse on-site supportive services, including but not limited to, stabilization and housing relocation services. The shelter's target population will be flexible, and the shelter may serve more than one sub-population at a time.

The Bridge Shelter will utilize trauma-informed care, motivational interviewing, and a harm reduction model, which does not require sobriety but 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 will be easily accessible and evaluated for effectiveness on a regular basis.

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

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

a. **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;

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- 5) 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;
- 6) 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;
- 7) Assistance with housing applications and supportive and subsidized housing paperwork;
- 8) Basic Services, including but not limited to:
 - a) A maximum of 150 beds for persons experiencing homelessness in one temporary Sprung structure that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Housing Commission and the City, and be in compliance with all permitting and regulatory requirements;
 - b) At least two meals per day;
 - c) Showers, wash stations, restrooms, laundry, and belongings storage for participants, in an environment compliant with the Americans with Disabilities Act (ADA);
 - 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 Housing 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);
- 9) Community Outreach, including but not limited to:
 - a) Host/attend a minimum of two 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.

General Standards

Alpha Project will ensure:

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

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- 24-hour security and site control to ensure a safe environment at the Bridge Shelter site for participants, volunteers, and others who may come in contact with the shelter, including secure entry/exit for participants monitored by staff;
- A designated point-of-contact who is available at all times to address issues that may arise at the Bridge Shelter and coordinate security issues with the San Diego Police Department;
- Appropriate policies and procedures for Bridge Shelter operations, including intake and low-barrier guidelines for community living, which will be displayed on-site at all times, and various means for participants to provide feedback to and input into the shelter;
- A written drug- and alcohol-free policy for staff that is posted/displayed at the shelter 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;
- Conduct data entry, analysis and reporting in the RTFH-approved HMIS of Program activities as required by RTFH;
- Participation in the Coordinated Entry System.

Property Management

Project will:

- Maintain a secure and healthful environment for delivery of all services;
- Provide for site control, prompt maintenance and repair, utilities, security, janitorial services, and waste removal and disposal; and
- Maintain a fire escape emergency plan, fire watch, and comply with Fire Marshal inspections and recertifications as needed

The City is the lessee of the program site.

- Alpha Project (Operator) may be required to execute a tenancy agreement with the City, setting forth all of Alpha Project's maintenance and repair obligations and any other responsibilities related to site control, if and to the extent required by the City of San Diego.
- Other and further obligations as are set forth in the Scope of Work referenced in the final contract.

CONTRACT SELECTION PROCESS

On September 5, 2019, the Housing Commission issued a Request for Proposals (RFP) for the operation of the Bridge Shelter located at 1710 Imperial Avenue, seeking a contractor to operate the Shelter. The RFP was posted and made available for download on the PlanetBids website through both the Housing Commission and the City's portals. Through the PlanetBids system, 93 vendors were notified. A pre-proposal meeting was held on September 11, 2019. Representatives from four agencies were in attendance.

At the RFP closing September 19, 2019, five proposals were received. Subsequent to the closing, a responsiveness review was conducted with all proposals determined to be responsive. A source selection committee evaluated, scored and ranked the responses based on the following criteria: Operations and Supportive Services, Program Concept and Case Management Plan, Program Readiness, Organizational

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Experience and Capacity, Community Considerations and Projected Costs. The highest ranked proposers were invited to meet with the evaluation committee on September 24, 2019. Below is a summary of the final rankings.

ORGANIZATION	RANKING
Alpha Project for the Homeless	1
People Assisting the Homeless	2
Father Joe's Villages	3
San Diego Youth Services	4
Mobitat Portable Housing Units	5

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

AFFORDABLE HOUSING IMPACT

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

FISCAL CONSIDERATIONS

The City of San Diego will fund this project with Homeless Emergency Aid Program (HEAP) funds already allocated by City Council Resolution (R-312516) for this purpose, in the amount of \$444,981. The City of San Diego is also bringing a companion item to City Council on October 15, 2019, to request City Council approval to allocate \$2,336,625.38 in Low Income Lease Revenue funds for the FY 2020 operational and ramp-up budget of the Bridge Shelter located at 1710 Imperial. For the total amount of FY 2020 funds to be allocated for this program of \$2,781,606.38.

FUNDING SOURCE	FY 2020	FY 2021*	FY 2022*
HEAP (R-312516)	\$444,981	TBD	TBD
Low Income Lease Revenue	\$2,336,625.38	TBD	TBD
TOTAL	\$2,781,606.38	\$3,683,477	\$3,683,477

*It is anticipated that the City of San Diego will commit state Homeless Housing, Assistance, and Prevention Program (HHAPP) funding toward future option year renewals. Option years will be exercised contingent upon the appropriation of said funds by the City of San Diego for that purpose.

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FUNDING BY USE	FY 2020	FY 2021	FY 2022
Ramp-up	\$150,000	\$0	\$0
Initial Supplies/Fixtures	\$104,000	\$0	\$0
Operations	\$2,395,863.38*	\$3,508,074	\$3,508,074
Housing Commission	\$131,743*	\$175,403	\$175,403
TOTAL	\$2,781,606.38	\$3,683,477	\$3,683,477

*Indicated amounts are pro-rated for the 8.5-month operating term in Fiscal Year 2020.

EQUAL OPPORTUNITY/CONTRACTING

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

PREVIOUS COUNCIL and/or COMMITTEE ACTION

The most current renewal of the MOU for oversight and administration of the Bridge Shelters from July 1, 2019, through June 30, 2020, was approved by the Housing Authority (Resolution HA-1817) and City Council (Resolution R-312514) on June 11, 2019. This resolution included a fourth amendment to provide for continued operations of the Women and Family Program at Golden Hall, 202 C Street, San Diego, CA 92101.

On June 11, 2019, the City Council also approved an MOU with the Housing Commission regarding the administration of Homeless Emergency Aid Program (HEAP) block grant funding (R-312516). This resolution included an amendment to authorize the reallocation of \$1.6 million dedicated to outreach in the HEAP funding to support a fourth Bridge Shelter at 17th and Imperial Avenue (previously planned for the relocation of the Women and Family Program).

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include: shelter residents and Alpha Project as the sub-recipient administering the program. The program is expected to have a positive impact on the community as it will provide shelter and services to 150 persons otherwise experiencing homelessness.

ENVIRONMENTAL REVIEW

The Amendment to the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the oversight and administration of the City's Bridge Shelters and Other Actions Related to Operation of the Bridge Shelter located at 1710 Imperial Avenue is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense) which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The Common Sense Exemption is applicable where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action would amend the Memorandum of Understanding between the City of San

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Diego and the San Diego Housing Commission to include the oversight and administration of the new City bridge shelter located at 1710 Imperial Avenue and would allocate funding to support this shelter. This would not, on its own accord, cause a significant effect on the environment.

Respectfully submitted,

Approved by,



Lisa Jones
Senior Vice President
Homeless Housing Innovations



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 the fifth floor reception desk of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials in the “Governance & Legislative Affairs” section of the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR

WITH

Contract No.

THIS AGREEMENT, entered into this ____ day of 20____

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 the Commission as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. HEAP Grant Agreement, Contract Attachment No. 4

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective October 16, 2019 through June 30, 2020.

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for two additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 225. Only one (1) option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is depended upon the availability of funds and budget approval by the Housing Authority of the City of San Diego ("Housing Authority"). The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

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

104. **COMPENSATION AND METHOD OF PAYMENT**

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of x dollars Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

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

c. Method of Payment

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

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 with . (Contract No.

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

Contractor:

ALPHA PROJECT FOR THE HOMELESS

By: _____

Robert McElroy

CEO/President

Date: _____

Commission:

SAN DIEGO HOUSING COMMISSION

By: _____

Jeff Davis

Executive Vice President and Chief of Staff

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____

Charles B. Christensen

General Counsel

San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the 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. 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.

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.

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. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

		Initials			Initials
<input checked="" type="checkbox"/>	General Liability \$2,000,000.00	_____	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00	_____
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	_____	<input type="checkbox"/>	Other: \$	_____

(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:

	Errors and Omissions	Initials
<input checked="" type="checkbox"/>	\$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

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

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 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 prorated 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

(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. Contractor Evaluation Program.

An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document the Contractor's record of meeting the various terms of the Agreement. Commission shall proactively monitor and manage the performance of the Contractor during the term of the Agreement, and shall create an objective record of performance that can and may be utilized when evaluating the Contractor as a responsible bidder for future bid and proposal submissions, contract extension or renewal consideration, or termination of the contract due to unsatisfactory performance. Contractor Evaluation program and appeal procedures are located on the Commission website at www.sdhc.org and are included by reference as a provision of this Agreement.

234. HEAP Reporting/Audits. In addition to reporting requirements contained in Contract Attachment No. 2 "Specifications/Scope of Work", the Contractor must report on

the following when applicable:

- a. Amount awarded with activities identified
- b. Contract Expenditures
- c. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
- d. Number of instances of service.
- e. Increases in capacity for new and existing programs.
- f. Number of unsheltered homeless persons becoming sheltered.
- g. The number of homeless persons entering permanent housing.

Breakdowns will be included for each activity and program type for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations based on priorities defined by the U.S. Department of Housing and Urban Development (“HUD”).

- a. Chronically homeless
- b. Homeless veterans
- c. Unaccompanied homeless youth
- d. Homeless persons in families with children.

235. HEAP Non-Discrimination. In addition to non-discrimination requirements contained in Section 208 “Equal Opportunity Programs” of the Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this First Option and First Amendment by reference and made part hereof as if set forth in full. Contractors shall give written notice of their obligations under this clause to labor organizers with which they have a collective bargaining or other agreement.

236. HEAP Drug-Free Workplace Certification. In addition to requirements contained in Section 221 “Drug-Free Workplace” of the Agreement, Contractor certifies under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees and subcontractors that unlawful

manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or subcontractors for violations, as required by Government Code section 8355(a)(1).

- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Commission's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required under Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this First Option and First Amendment:
 - i. Will receive a copy of Commission's drug-free policy statement, and
 - ii. Will agree to abide by terms of Commission's condition of employment or subcontract.

237. HEAP Inspections. Contractor shall allow the City of San Diego and/or the Business, Consumer Services and Housing Agency for State of California to inspect the work performed under this Agreement to ensure the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, the HEAP MOU between the Commission and the City of San Diego, or the HEAP Grant Agreement between the State of California and the City of San Diego which is attached hereto as Contract Attachment No. 4, and made part hereof.

238. Casualty, Fire, Natural Disaster, and Misused Property. When program property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. If any damage to program property results from abuse or misuse occurring with Contractor's knowledge and consent, Contractor agrees to restore the program property to its original condition.

239. Insurance Proceeds. If Contractor receives insurance proceeds when program property has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing the damaged or destroyed program property.

240. HEAP Grant Agreement. Contractor agrees to abide by the terms of the HEAP Grant Agreement, which is attached hereto as Contract Attachment No. 4 and made part hereof.

241. 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, 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, termination, the right to cancel the Contractor's right to proceed and to cause another contractor or the Commission to take over the duties under the terms of the contract, to sue for damages, specific performance and/or to seek an injunction, among other remedies. In determining whether there is a breach by Contractor concerning Program and Goal Outcomes as contained in Contract Attachment No. 2 to this Agreement, good faith efforts as reasonably determined by the Commission shall not constitute a breach. In the event of life, safety and/or general welfare of the clients of the Contractor or the general public arises, the Commission shall have the right to terminate the Contractor's right to continue to proceed with without a notice to cure. In addition, the Commission shall have the right to recoup any and all monies that may have been advanced to the Contractor and that have not been earned.

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

CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF WORK

A. START-UP

1. OVERVIEW

a. Project Ramp-up

Contingent on site readiness or other factors outside of the Contractor's or Commission's control, the Contractor will take the necessary steps to ensure the City of San Diego Bridge Shelter located at 1710 Imperial Avenue in the City of San Diego, CA (the "Program Site"), will be at minimum, provisionally operational for participant use no later than November 1, 2019. The Commission and City of San Diego acknowledge that client-occupancy from November 1, 2019, may be approached in phases before full occupancy is achieved. This projected opening date may be escalated if determined achievable by the Commission and in agreement with the Contractor or deferred based on site readiness and factors outside of the Contractor, Commission or City of San Diego's control.

The initial start-up budget will reflect costs related to hiring staff, establishing utilities, program supplies, etc. The Commission will purchase one-time equipment needed for basic operations i.e. furniture, beds, and linens. See Exhibit A "Bridge Shelter Supplies and Equipment" for a list of items to be purchased by the Commission. Exhibit A is attached to this Contract Attachment No. 2 and made part hereof.

The Commission will identify and contract with a vendor to assemble and configure beds and office furniture. The Commission will also work with the Contractor to source facilities contracts, including but not limited to, restrooms, showers, handwashing stations, and laundry.

2. DELIVERABLES

Contractor will provide deliverables to the Senior Vice President of Homeless Housing Innovations.

DELIVERABLES	SPECIFICATIONS
Recruitment and Hiring of Staff For Operation of the Program	<ol style="list-style-type: none">1. Staff resumes and job descriptions<ol style="list-style-type: none">a. 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 must be pre-approved by the Commission for suitability and appropriate level of job skills and job knowledge before offers of employment may be issued. See Exhibit B "Job Descriptions" for approved job descriptions. Exhibit B is attached to this Contract Attachment No. 2 and made part hereof.b. 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

DELIVERABLES	SPECIFICATIONS
	<p>Contractor provides as part of new hire onboarding or ongoing training, Contractor will utilize any standardized community-wide trainings made available by the Regional Taskforce on the Homeless (RTFH) or the Commission and/or as prescribed by RTFH community standards and policies.</p> <ol style="list-style-type: none"> 2. Staffing levels necessary for delivery of 24-hour residential services, including but not limited to: <ol style="list-style-type: none"> a. Shelter diversion counseling b. Housing location and navigation c. Case Management d. Security e. Janitorial Services f. Program Site Management 3. Primary point-of-contact available at all times to address issues that may arise at the Program and coordinate security issues with the San Diego Police Department
<p>Project Site Fully Operational for Participant Use in an ADA-Compliant Environment</p>	<ol style="list-style-type: none"> 1. Utilization of the final version of Program Site plan to guide readiness and set-up as approved and provided by Commission and the City of San Diego. 2. Set-up of the following to be fully functional and ready for participant use: <ol style="list-style-type: none"> a. Beds with linens b. Routine operating supplies including but not limited to hygiene products c. Laundry facilities d. Participant storage e. Meal preparation area f. Dining area g. Area where supportive services and permanent housing staff from partner agencies can connect with participants 3. Telephone access & message services, including an ADA-compliant telephone 4. Ensure utilities are fully functional 5. Plan for waste removal and disposal 6. Secure entry/exit for participants monitored by staff 7. Fire escape emergency plan 8. Plan for a fire watch, which shall be maintained at all times 9. List the Program along with relevant Program details and services in the 2-1-1 San Diego database 10. Set-up and training of all Homeless Management Information System (HMIS) users
<p>Development of Written Policies</p>	<ol style="list-style-type: none"> 1. Submit intake process which prioritizes participants needing bridge housing based upon SDHC determined service levels or other SDHC

DELIVERABLES	SPECIFICATIONS
& Procedures for Program Operations	<p>determined sub-populations to be prioritized, including a plan to proactively reach out to participants matched to a permanent housing subsidy (rapid re-housing and permanent supportive housing) in attempts to fill beds through bridge housing, as well as a process to fill emergency shelter beds when no bridge housing participants are in need of a bed.</p> <ol style="list-style-type: none"> 2. Plan for issuance of RTFH-approved triage tool for all Program residents, when needed and appropriate. 3. Submit the form to be used for Homeless eligibility using the U.S. Department of Housing and Urban Development's (HUD) homeless definition and third party verification. 4. Project design as it relates to proposed target population and surrounding community, grounded in housing first, harm reduction, trauma-informed care, and shelter diversion strategies 5. Service description and delivery method for the following: <ol style="list-style-type: none"> a. Shelter diversion b. Intake c. Housing location and navigation d. Case Management 6. Low barrier guidelines for community living based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Program eligibility and continued stay: <ol style="list-style-type: none"> a. Sobriety and/or commitment to be drug-free b. Requirements to take medication if the resident has a mental illness c. Participation in religious services or activities d. Payment or ability to pay e. Identification 7. Staffing plan to include participation in housing navigation, case conferencing, or other integral components of CES 8. Procedures for data entry, analysis, and reporting in the RTFH-approved HMIS of all Program activities, as required by RTFH community standards. 9. Drug and alcohol-free policy for staff posted/displaced at the Program Site at all times; the written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol

B. OPERATIONS

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, Contractor will operate the City of San Diego Bridge Shelter at 1710 Imperial Avenue (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 persons experiencing homelessness 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 1710 Imperial Avenue in San Diego, CA ("Program Site"). The Program will operate seven days per week, 24 hours per day, including holidays. Contractor may be required to enter into an agreement for occupancy of the Program Site with the City. The City shall determine an appropriate agreement for Contractor's occupancy of the Program Site.

3. ADMINISTRATIVE OFFICE LOCATION

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

4. PROGRAM DESCRIPTION

The Program will provide persons 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's target population will be flexible in nature and the shelter may serve more than one sub-population at a time. Final determination of targeted population/sub-populations will be determined by the Commission and the Commission will work with the Contractor throughout the term of the agreement to re-align budget and/or staffing resources to best meet needs of the determined population/sub-populations.

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. 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*

In general, the Program will prioritize homeless persons who have been enrolled in a permanent housing intervention or are in the process of leasing up a permanent housing unit. 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 persons experiencing unsheltered homelessness who require immediate, short-term shelter with light supportive services. The Program's target population may be flexible in nature and the shelter may serve more than one sub-population at a time. Final determination of targeted population/sub-populations will be made by the Commission and the Commission will work with the Contractor throughout the term of the agreement to re-align budget and/or staffing resources to best meet needs of the determined population/sub-populations.

b. *Program Eligibility*

- 1) Each Program participant will be:
 - a) Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4); and
 - b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred.
- 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 participant'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) 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;
- 6) 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;
- 7) Assistance with housing applications and supportive and subsidized housing paperwork;
- 8) Basic Services, including but not limited to:
 - a) A maximum of 150 beds for persons 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) Showers, wash stations, restrooms, laundry facilities, 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);
- 9) Community Engagement, including but not limited to:
 - a) Host/attend 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***

The Contractor will:

- 1) Provide 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) Contractor will work to proactively maintain a clean, safe, and dignified environment in and around the Program Site.
- 4) Contractor will provide for site control, general maintenance, utilities, and on-site security.
- 5) Maintain a fire escape emergency plan, a fire watch at all times, and compliance with Fire Marshal inspections and recertifications as needed;
- 6) 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;
- 7) Provide appropriate policies and procedures for Program operations including intake and low barrier guidelines for community living, which will be displayed on site at all times, and various means for participants to provide input into the Program;
- 8) 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;
- 9) Conduct data entry, analysis and reporting in the RTFH-approved HMIS of Program activities as required by RTFH;

e. ***System Coordination***

1) ***Coordinated Entry System (CES)***

- a) 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:
 - (1) 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;

(2) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program participants, when appropriate and as established by RTFH; and

(3) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.

2) *Youth Homeless Demonstration Grant (YHDP)*

a) To support the efforts of the RTFH and the 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.

b) 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 as applicable to ensure safe and stable environments for Transitional Age Youth.

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by Commission.
- 2) 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.
- 3) 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.
- 4) Contractor will participate in any Housing Focused Shelter training provided by the Commission or RTFH as directed by the Commission and participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City and the Contractor in ensuring program design best meets the needs of the population being served, focused on exits to permanent housing and aligns with national and best practices and regional standards as determined by the Commission and the RTFH.

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.

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. Such records shall include, but are not limited to:
- 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 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 CoC or 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.

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 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)
	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.

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 CoC or 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.

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.

PERFORMANCE OUTCOMES	MEASURE	TARGET
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 later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th 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. SUBSEQUENT FUNDING

All time limits stated in the Agreement documents are of the essence of the Agreement. The term of the Agreement shall be a seven (7) month period. Renewal options are contingent upon future funding availability and Program performance. Execution of option years may be

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

10. 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.

11. 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.

12. 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.

13. **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>
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</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.

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
	homeless family includes those whose composition has fluctuated while the head of household has been homeless.
Community Development Block Grant⁷	The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.
Continuum of Care⁸	The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry 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.

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.

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.

TERM	DEFINITION
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.
Homeless¹⁴	<p><u>Category 1:</u> Individual or Family who lacks a fixed, regular, and 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

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

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.

TERM	DEFINITION
	<ul style="list-style-type: none"> • 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 Standards¹⁵	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 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 participant-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

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.

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.

TERM	DEFINITION
	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 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 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

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.

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/.

TERM	DEFINITION
	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 prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless²⁵	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 SDHC²⁶	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 Development²⁷	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.

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

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.

TERM	DEFINITION
U.S. Interagency Council on Homelessness²⁸	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.
Veteran²⁹	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.
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 participants for housing opportunities.

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/fy18cdbgfaq1.pdf.

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.

EXHIBIT A

BRIDGE SHELTER SUPPLIES AND EQUIPMENT

ITEMS	
32 Gallon Trash Can 124349	Trash bags (250/Box)
bike rack (18-Bikes per rack) 35-60467	Fire Extinguisher
twin sized blanket	AED
bunk bed	Walkie-Talkies
bed rails 75" (Long)	First Aid Kit
bed rails 51" (Short)	hygiene kits
canopy 10' x 10'	Surface Pro Laptop Computer
clamp light	Portable Hot Water Pressure Washer
computer HP Elite Desk 800 G3	
Cork Board 36 x 24	
desk	
drum fan 36"	Water Cooler holds 5 Gallon
drum fan 20"	Security Trailer
dry erase board (large)	Mop
dry erase board (small)	5 Gallon Bucket
file cabinet	Rags (Pack of 150)
fire chest	Broom
fitted sheets	Squeegee (3-6 feet)
flat top sheet	Sponges (24 Pack)
foldable rectangle table	Disinfectant (Pack of 2, 19 oz each)
folding chair	Nitro gloves (Pack of 100)
HVAC units w/ accessories	Needle container
ink jet printer	TB Quat (128 Oz)
key locks	Window Cleaner (3 Pack)
key tags packages (40 per Package)	Natural floor cleaner (Pack of 2, 32 oz. each)
keybox	Toilet Paper (Case of 80)
large fridge	Hand Towels (200/Pack)
small fridge	Toilet Seat Cover (4 Pack of 250)
Twin XL Bag, 40" x 10" x 94", 4 mil - (50 bags per roll)	Urinal mats (Pack of 6)
mattress	Deodorizer (20 Bags/Box)
medicine cabinet	Auto Air fresher (Pack of 24)
metal shelving unit	60 gall Trash bags (100/Box)
office chairs HON Executive	1 gal trash bags (80 per Box)
outdoor chair	60 Gal trashcan
land line phone (one must be ADA compliant)	1 gal trashcans
pillow	Hand soap dispenser
pillow cases	Hand Soap (1 Gallon)
pillow protector	Head and body shampoo (1 Gallon)
roll away laundry cart	Sponges (Per Box/ 6 per Box)
round folding table	Laundry mesh bags
steel cabinet	Lightbulbs (Box/ 16 per Box)
television	Light sensors
television antenna	Air fans
television stand	LEED Light Bulbs (16 per Box)
towel	Paint 5 gallons
umbrella base	Signs
umbrella	Flea control spray (4 Pack 1 Gallon)
wall divider (72" x 60")	Tool to handle needles
wash cloths	Face masks (50 per Box)
recycle bin	Goggles
printer/scanner	Bed Bug Coaster (Box of 8)
	Surface Pro Tablet

DRAFT

EXHIBIT B
JOB DESCRIPTIONS
(Supervising Case Manager, Case Manager, and Housing Specialist)

Title: Supervising Case Manager

Department:

Reports to:

FLSA Status: Full-Time, Non-Exempt

JOB SUMMARY

The Supervising Case Manager is 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 the necessary support and training in addition to providing homeless individuals and families with connections to appropriate housing, programs and resources through one-on-one case management that develop individualized case plans that promote client progression towards obtaining and maintaining self-sufficiency.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Supervisory:

- Monitors and evaluates the work product of staff to include policies and procedures, caseload assignments, client interactions, interventions and documentation of services.
- Assures direct report staff receive initial and periodic training necessary to meet their job expectations
- Creates and communicates work schedules and staff meetings
- Conducts employee coaching, counseling, and disciplinary actions as necessary.
- Maintains a safe and healthy work environment by establishing and enforcing organization standards and adhering to all applicable Federal, State and local employment laws and regulations.

Case Management:

- Performs intake interviews, assessments and refers clients to appropriate community resources
- Assesses the client's needs, and arranges, coordinates, monitors, evaluates, and advocates for a variety of services to meet those complex needs.
- Assesses clients for employment, social security and disability insurance eligibility.
- Assists clients in identifying, enrolling and attending appropriate medical, substance abuse and therapeutic services.
- Develops, implements and monitors client progress in executing individualized housing, financial and self-sufficiency plans.

- Develops and maintains a productive case management relationship with the client, and meets with clients on a weekly or more frequent basis to review, evaluate and support completion of individualized action plans, and address unanticipated needs/ issue's as they arise.
- Provides ongoing intensive support to clients which can include periodic evaluations, service coordination and crisis intervention.
- Prepares, presents and documents client cases.
- Participates as a member of a multi-disciplinary team that review client cases and develops action plans that meet the individual needs of each client.

Data Management:

- Maintains case management documentation using HMIS in accordance with agency and best standard practices.
- Completes accurate, thorough and typed progress notes in a timely manner
- Uses case management software to document and keep all client activities up to date.

*Performs other duties as assigned

QUALIFICATIONS

Knowledge of:

- Understanding of Housing First, Trauma Informed Care, Conflict Resolution, Motivational Interviewing, Low Barrier Operations and Prevention and Diversion practices.
- Theory, principles and practices of homeless housing interventions, social services, case management, eviction prevention, shelter diversion, and crisis intervention.
- Knowledge of all applicable Federal, State and local laws, codes, regulations, and departmental policies and procedures.
- Principles and practices of data collection and report preparation.
- Research, statistical, analytical and reporting methods, techniques and procedures.
- Modern office practices including word processing, database and spreadsheet applications.
- Professional team building and training techniques
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures

Ability to:

- Maintain confidentiality of sensitive personal information of applicants, current and former clients, landlords and other matters affecting tenant relations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner.
- Effectively problem solve and maintain composure in high-pressure situations.
- Analyze, interpret, summarize and present administrative, technical and analytic data in an effective manner.

- Make accurate arithmetic, financial, and statistical computations.
- Utilize strong interpersonal skills and critical thinking to resolve staff conflicts

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Master's Degree from an accredited four-year college or university with major coursework in healthcare, psychology, sociology, social work, public administration, or a related field, and two (2) years of applicable job experience, or
- Bachelor's Degree with a focus on healthcare, psychology, sociology, social work, public administration, or a related field and four (4) years of applicable job experience

Licenses and Certifications:

Valid Driver's License with proof of current vehicle registration and insurance.

Job Requirements:

- Be at least of 21 years of age
- Must be able to pass pre-employment background check, drug screening and physical
- (Necessary vaccinations/immunizations)

PHYSICAL REQUIREMENTS

- Ability to lift, carry, push and pull materials and objects up to 25 pounds.
- Possess mobility to work in an office setting and use stand office equipment
- Finger dexterity is needed to access, enter and retrieve data using computer keyboards and similar devices.
- Vision, hearing and speech to effectively communicate in person and over the phone.

[Licenses/Certifications, Job Requirements and Physical Requirements to be finalized by each operator based on the organization's existing personnel policies]



Title: Case Manager

Department:

Reports to:

FLSA Status: Full-Time, Non-Exempt

JOB SUMMARY

Case Managers are responsible for developing professional and empathetic relationships while providing homeless individuals and families with connections to appropriate housing, programs and resources through one-on-one case management that develop individualized case plans that promote client progression towards obtaining and maintaining self-sufficiency.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Case Management:

- Performs intake interviews, assessments and refers clients to appropriate community resources
- Assesses the client's needs, and arranges, coordinates, monitors, evaluates, and advocates for a variety of services to meet those complex needs.
- Assesses clients for employment, social security and disability insurance eligibility.
- Assists clients in identifying, enrolling and attending appropriate medical, substance abuse and therapeutic services.
- Develops, implements and monitors client progress in executing individualized housing, financial and self-sufficiency plans.
- Develops and maintains a productive case management relationship with the client, and meets with clients on a weekly or more frequent basis to review, evaluate and support completion of individualized action plans, and address unanticipated needs/ issue's as they arise.
- Provides ongoing intensive support to clients which can include periodic evaluations, service coordination and crisis intervention.
- Prepares, presents and documents client cases for case conferencing purposes
- Participates as a member of a multi-disciplinary team that reviews client cases and develops action plans that meet the individual needs of each client.

Data Management:

- Maintains case management documentation using HMIS in accordance with agency and best standard practices.

- Completes accurate, thorough and typed progress notes in a timely manner
- Uses case management software to document and keep all client activities up to date.

*Performs other duties as assigned

QUALIFICATIONS

Knowledge of:

- Understanding of Housing First, Trauma Informed Care, Conflict Resolution, Motivational Interviewing, Low Barrier Operations and Prevention and Diversion practices.
- Theory, principles and practices of homeless housing interventions, social services, case management, eviction prevention, shelter diversion, and crisis intervention.
- Knowledge of all applicable Federal, State and local laws, codes, regulations, and departmental policies and procedures.
- Principles and practices of data collection and report preparation.
- Research, statistical, analytical and reporting methods, techniques and procedures.
- Modern office practices including word processing, database and spreadsheet applications.

Ability to:

- Maintain confidentiality of sensitive personal information of applicants, current and former clients, landlords and other matters affecting tenant relations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner.
- Effectively problem solve and maintain composure in high-pressure situations.
- Make accurate arithmetic, financial, and statistical computations.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Bachelor's Degree from an accredited four-year college or university with major coursework in healthcare, psychology, sociology, social work, public administration, or a related field, and one (1) year of applicable job experience, or
- Associates Degree with a focus on healthcare, psychology, sociology, social work, public administration, or a related field and two (2) years of applicable job experience, or
- High school Diploma or GED and a minimum of a combined two (2) years of lived experience, and at least two (2) years of applicable job experience

Licenses and Certifications:

Valid Driver's License with proof of current vehicle registration and insurance.

Job Requirements:

- Be at least of 21 years of age
- Must be able to pass pre-employment background check, drug screening and physical
- (Necessary vaccinations/immunizations)

PHYSICAL REQUIREMENTS

- Ability to lift, carry, push and pull materials and objects up to 25 pounds.
- Possess mobility to work in an office setting and use stand office equipment
- Finger dexterity is needed to access, enter and retrieve data using computer keyboards and similar devices.
- Vision, hearing and speech to effectively communicate in person and over the phone.

[Licenses/Certifications, Job Requirements and Physical Requirements to be finalized by each operator based on the organization's existing personnel policies]

DRAFT

Title: Housing Specialist

Department:

Reports to:

FLSA Status: Full-Time, Non-Exempt

JOB SUMMARY

The Housing Specialist 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.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Case Management:

- Conducts comprehensive assessments of individuals and families to determine housing eligibility and placement services, financial assistance and resource needs.
- Provides information and referral assistance to appropriate social service agencies and/or community programs.
- Conducts client intakes and assessments for eligibility into a homelessness assistance programs
- Assesses and addresses housing barriers, including but not limited to assisting the client to acquire and submit necessary identification documentation, proof of homelessness, benefits statements, proof of identity, etc.
- Assists with the development, implementation and monitoring of individualized housing, financial and self-sufficiency plans for each client.
- Regularly meets with clients to review case progress and provide motivation for obtaining housing stability.
- Ensures the timely and accurate completion of all necessary documentation needed to obtain and maintain permanent housing.

Property Management:

- Procures, contacts and negotiates with landlords to identify new and existing housing opportunities to build a strong inventory of available housing options for clients.
- Negotiates leases on behalf of clients.
- Responds to contacts from clients and property owners.

- Provides mediation and advocacy with landlords on the client's behalf to develop a workable plan to obtain and/or maintain permanent housing.
- Develops and provides materials for both clients and program staff to include; tenants' rights & responsibilities, housing discrimination and conflict resolution.

Data Management:

- Develops and maintains a database of permanent housing information including vacancies, eligibility requirements, rents, waiting list lengths, locations, sizes, etc. for each property.
- Maintains documentation of trainings, budgets, housing contracts, client contracts and other pertinent information in accordance with agency and best standard practices.
- Maintains case documentation, using HMIS in accordance with agency and best standard practices.
- Develops and maintains accurate and detailed case files, verifies accuracy of information, researches discrepancies, and records information.

*Performs other duties as assigned

QUALIFICATIONS

Knowledge of:

- Understanding of Housing First, Trauma Informed Care, Conflict Resolution, Motivational Interviewing, Low Barrier Operations and Prevention and Diversion practices.
- Theory, principles and practices of homeless housing interventions, social services, case management, eviction prevention, shelter diversion, and crisis intervention.
- Understanding of the rental market in the City of San Diego.
- Knowledge of all applicable Federal, State and local laws, codes, regulations, and departmental policies and procedures.
- Principles and practices of data collection and report preparation.
- Modern office practices including word processing, database and spreadsheet applications.

Ability to:

- Maintain confidentiality of sensitive personal information of applicants, current and former clients, landlords and other matters affecting tenant relations.
- Perform specialized housing location and placement work with accuracy, speed and minimal supervising when appropriate and/or in consultation with a clients assigned housing provider
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner.
- Effectively problem solve and maintain composure in high-pressure situations.
- Analyze, interpret, summarize and present administrative, technical and analytic data in an effective manner.

- Make accurate arithmetic, financial, and statistical computations.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Bachelor's Degree from an accredited four-year college or university with major coursework in real-estate, planning, social work, business administration, public administration, or a related field, or
- Associates Degree with a focus on real-estate, planning, social work, business administration, public administration, or a related field and one (1) year of applicable job experience, or
- High school Diploma or GED and a minimum of a combined two (2) years of lived experience, at least one (1) year of applicable job experience.

Licenses and Certifications:

Valid Driver's License with proof of current vehicle registration and insurance.

Job Requirements:

- Be at least of 21 years of age
- Must be able to pass pre-employment background check, drug screening and physical
- (Necessary vaccinations/immunizations)

PHYSICAL REQUIREMENTS

- Ability to lift, carry, push and pull materials and objects up to 25 pounds.
- Possess mobility to work in an office setting and use stand office equipment
- Finger dexterity is needed to access, enter and retrieve data using computer keyboards and similar devices.
- Vision, hearing and speech to effectively communicate in person and over the phone.

[Licenses/Certifications, Job Requirements and Physical Requirements to be finalized by each operator based on the organization's existing personnel policies]



CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE

TBD

DRAFT

CONTRACT ATTACHMENT NO. 4
HEAP GRANT AGREEMENT



SAN DIEGO
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SAN DIEGO HOUSING COMMISSION

Alpha Project, Temporary Bridge Shelter Proposal RFP HUI 20-11, September 19, 2019

SUBRECIPIENT PROJECT BUDGET

SUMMARY

Fiscal Year: 2020
Project Name: Temporary Bridge Shelter - 150 Beds
Provider Name: TBD

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	\$	1,391,700.00		
Fringe Benefits	\$	347,925.00		
TOTAL PERSONNEL BUDGET		\$1,739,625		
NON-PERSONNEL EXPENSES (NPE)	SDHC			
	ANNUAL AMOUNT ALLOCATED			
Supplies Admin Use	\$	16,000.00		
Supplies Client Use	\$	47,000.00		
Equipment Rent/Lease	\$	20,000.00		
Insurance	\$	22,000.00		
Vendor Contracts	\$	514,000.00		
Transportation	\$	15,000.00		
Food	\$	387,000.00		
Laundry	\$	34,000.00		
Repairs and Maintenance	\$	35,000.00		
Utilities	\$	70,000.00		
TOTAL NON-PERSONNEL BUDGET	\$	1,160,000.00		
Admin	\$	150,875.00		
TOTAL PROJECT BUDGET	\$	3,050,500.00		

NOTES / COMMENTS

SALARIES AND WAGES JUSTIFICATIONS

Alpha Project, Temporary Bridge Shelter Proposal – RFP HHI-20-11 – September 19, 2019

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter - 150 Beds

Provider Name: TBD

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: 0.1

Detailed Explanation

Responsible for overall management of the program including contract compliance.

Salary & Wages: \$8,500

Fringe: \$ 2,125.00

Total: \$ 10,625.00

POSITION: Program Manager

NUMBER OF FTE: 1.0

Detailed Explanation

Responsible for day-to-day management, supervision of staff, meeting client needs, as well as reporting.

Salary & Wages: \$60,320

Fringe: \$ 15,080.00

Total: \$ 75,400.00

POSITION: Supervising Case Manager

NUMBER OF FTE: 1.0

Detailed Explanation

Oversees the daily case management and housing services including the supervision of the Case Managers and Housing Specialist. Duties will reflect job description provided by SDHC.

Salary & Wages: \$52,000

Fringe: \$ 13,000.00

Total: \$ 65,000.00

SALARIES AND WAGES JUSTIFICATIONS

Alpha Project, Temporary Bridge Shelter Proposal – RFP HHI-20-11 – September 19, 2019

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter - 150 Beds

Provider Name: TBD

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 Managers	NUMBER OF FTE: 4.0
Detailed Explanation	
Assists with client's housing and service needs. Performs intakes, assessments, and enters data into HMIS. Duties will reflect job description provided by SDHC.	Salary & Wages: \$191,360
	Fringe: \$ 47,840.00
	Total: \$ 239,200.00
POSITION: Housing Specialist	NUMBER OF FTE: 1.0
Detailed Explanation	
Coordinates and assist client's with housing, coordinates with case management team. Duties will reflect job description provided by SDHC.	Salary & Wages: \$45,760
	Fringe: \$ 11,440.00
	Total: \$ 57,200.00
POSITION: Supervisor, Monitors & Security	NUMBER OF FTE: 3.0
Detailed Explanation	
Oversees the safety, security, and cleanliness of the facility including overseeing the Monitors, the Supervisors, and the Leads, as well as overseeing the shift to shift supervision including ensuring clients needs are being met.	Salary & Wages: \$137,280
	Fringe: \$ 34,320.00
	Total: \$ 171,600.00
POSITION: Leads, Monitors & Security	NUMBER OF FTE: 3.0
Detailed Explanation	
Under the supervision of the immediate supervisor, the Leads assist with ensuring the safety, security, and cleanliness of the facility including overseeing the Monitors and the Supervisors, as well as overseeing the shift to shift supervision including ensuring clients needs are being met.	Salary & Wages: \$118,560
	Fringe: \$ 29,640.00
	Total: \$ 148,200.00
POSITION: Residential Monitors	NUMBER OF FTE: 12.0
Detailed Explanation	
Assist with ensuring the safety, security, and cleanliness of the facility, as well as ensuring clients needs are being met. Monitors will focus on resident needs including completing intakes as needed and dispersing hygiene items, clothing, supplies, etc.	Salary & Wages: \$424,320
	Fringe: \$ 106,080.00
	Total: \$ 530,400.00

NONPERSONNEL JUSTIFICATION

Alpha Project, Temporary Bridge Shelter Proposal – RFP HHI-20-11 – September 19, 2019

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter - 150 Beds

Provider Name: TBD

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

LINE ITEM: Supplies Admin Use	TOTAL ALLOCATION: \$	16,000.00
Detailed Explanation		
Office supplies, including but not limited to: paper, clips, staples, pens, pencils, tape, printer cartridges.		
LINE ITEM: Supplies Client Use	TOTAL ALLOCATION: \$	47,000.00
Detailed Explanation		
Client supplies, including but not limited to: hygiene kits, basic medical supplies, cleaning supplies		
LINE ITEM: Equipment Rent/Lease	TOTAL ALLOCATION: \$	20,000.00
Detailed Explanation		
Equipment/rental leases, including but not limited to: copier, Wi-Fi, DirecTV, storage boxes.		
LINE ITEM: Insurance	TOTAL ALLOCATION: \$	22,000.00
Detailed Explanation		
General liability, abuse, and property insurance.		
LINE ITEM: Vendor Contracts	TOTAL ALLOCATION: \$	514,000.00
Detailed Explanation		
Including but not limited to: restrooms, handwashing stations, showers, laundry		
LINE ITEM: Transportation	TOTAL ALLOCATION: \$	15,000.00
Detailed Explanation		
Transport of clients or public transportation passes for clients		
LINE ITEM: Food	TOTAL ALLOCATION: \$	387,000.00
Detailed Explanation		
Costs associated with serving a minimum of 2 meals per day		

NONPERSONNEL JUSTIFICATION

Alpha Project, Temporary Bridge Shelter Proposal – RFP HHI-20-11 – September 19, 2019

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter - 150 Beds

Provider Name: TBD

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

LINE ITEM: Laundry	TOTAL ALLOCATION: \$	34,000.00
Detailed Explanation		
Laundry services for clients.		
LINE ITEM: Repairs and Maintenance	TOTAL ALLOCATION: \$	35,000.00
Detailed Explanation		
Repairs and maintenance, including but not limited to: Pest Control, Technology repairs, and general repairs		
LINE ITEM: Utilities	TOTAL ALLOCATION: \$	70,000.00
Detailed Explanation		
Trash removal, water, gas/electric, internet, phone/cell phones, etc.		



SAN DIEGO
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SAN DIEGO HOUSING COMMISSION

Alpha Project, Temporary Bridge Shelter Proposal – RFP HHI-20-11 – September 19, 2019

SUBRECIPIENT PROJECT BUDGET

SUMMARY

Cal Year: 2020
Project Name: Temporary Bridge Shelter - 150 Beds
Provider Name: TBD

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	\$26,763.46			
Fringe Benefits	\$6,690.87			
TOTAL PERSONNEL BUDGET	\$33,454			
NON-PERSONNEL EXPENSES (NPE)	ANNUAL AMOUNT ALLOCATED			
Supplies & Equipment Admin Use	\$ 4,000.00			
Supplies and Equipment Client Use	\$ 7,500.00			
Equipment Rent/Lease	\$ 3,000.00			
Insurance	\$ -			
Vendor Contracts	\$ 5,000.00			
Transportation	\$ -			
Food	\$ 7,000.00			
Laundry	\$ -			
Repairs and Maintenance	\$ -			
Utilities	\$ -			
Equipment Purchase	\$ 71,500.00			
Training	\$ 1,400.00			
Uniforms	\$ 3,509.31			
TOTAL NON-PERSONNEL BUDGET	\$ 102,909.31			
Admin	\$ 13,636.36			
TOTAL PROJECT BUDGET	\$ 150,000.00			

NOTES / COMMENTS

Staffing will include up to one week of cross training at the current TBS located at 16th and Newton Ave, as well as other skills trainings. Also, intakes will be initiated during the start-up phase. All funds not used for personnel or operations during start-up, will be moved to other operational line items and/or rolled over to the contract.

NONPERSONNEL JUSTIFICATION

Alpha Project, Temporary Bridge Shelter Proposal – RFP HHI-20-11 – September 19, 2019

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter - 150 Beds

Provider Name: TBD

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

LINE ITEM: Supplies Admin Use	TOTAL ALLOCATION: \$	4,000.00
Detailed Explanation		
Office supplies, including but not limited to: paper, clips, staples, pens, pencils, tape, printer cartridges. Start-up funds will be used to purchase necessary items before the start of the shelter.		
LINE ITEM: Supplies Client Use	TOTAL ALLOCATION: \$	7,500.00
Detailed Explanation		
Client supplies, including but not limited to: hygiene kits, basic medical supplies, cleaning supplies. Start-up funds will be used to purchase necessary items before the start of the shelter.		
LINE ITEM: Equipment Rent/Lease	TOTAL ALLOCATION: \$	3,000.00
Detailed Explanation		
Equipment/rental leases, including but not limited to: copier, Wi-Fi, DirecTV, storage boxes. Start-up funds will be used to initiate/obtain necessary equipment not provided by SDHC before the start of the shelter.		
LINE ITEM: Insurance	TOTAL ALLOCATION:	
Detailed Explanation		
General liability, abuse, and property insurance.		
LINE ITEM: Vendor Contracts	TOTAL ALLOCATION: \$	10,000.00
Detailed Explanation		
Including but not limited to: restrooms, handwashing stations, showers, laundry, etc. Start-up funds will be used, if necessary, to initiate services.		
LINE ITEM: Transportation	TOTAL ALLOCATION:	
Detailed Explanation		
Transport of clients or public transportation passes for clients		
LINE ITEM: Food	TOTAL ALLOCATION: \$	7,000.00
Detailed Explanation		
Costs associated with serving a minimum of 2 meals per day. Start-up funds will be used to place food orders prior to start of shelter.		

NONPERSONNEL JUSTIFICATION

Alpha Project, Temporary Bridge Shelter Proposal – RFP HHI-20-11 – September 19, 2019

Fiscal Year: 2020

Project Name: Temporary Bridge Shelter - 150 Beds

Provider Name: TBD

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

LINE ITEM: Laundry	TOTAL ALLOCATION:
Detailed Explanation	
Laundry services for clients.	
LINE ITEM: Repairs and Maintenance	TOTAL ALLOCATION:
Detailed Explanation	
Repairs and maintenance, including but not limited to: Pest Control, Technology repairs, and general repairs	
LINE ITEM: Utilities	TOTAL ALLOCATION:
Detailed Explanation	
Trash removal, water, gas/electric, internet, phone/ cell phones, etc.	

FIFTH 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 Fifth 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 ("Fifth 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;

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 through 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 exercised the final option as set forth in the MOU and extended 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 permanent location of the Women and Family Program.

WHEREAS, the Parties now wish to amend the MOU to include the operation of a Flexible Population bridge shelter program located at 1710 Imperial Avenue (“Flexible Population 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 Fifth Amendment by this reference, as though fully set forth in this Fifth Amendment.
2. Defined Terms. The terms “Shelter Programs” and “Temporary Bridge Shelters” as defined in the MOU as amended, shall be revised to include the Flexible Population Program in addition to the original three programs.
3. Article II, Section F. Section F of Article II “Commission Responsibilities” shall be added to the MOU, as amended, as follows:

F. 1710 Imperial Avenue Shelter Program (“Flexible Population Program”).
Commission shall:

1. Contract for the provision of the Flexible Population Program including housing, case management and other supportive services for persons experiencing homelessness operating from November 1, 2019 through June 30, 2020 and for any additional terms as set forth in the Flexible Population Program agreement between Commission and the Flexible Population Program contractor (“FPP Contractor”).
2. Award, manage and monitor contract with the operator of the Flexible Population Program, including the related review and approval of monthly expenses for operations;
3. Procure specific startup equipment/supplies for Flexible Population Program operations;
4. Ensure FPP Contractor inputs applicable program data into HMIS pursuant to standards set by RTFH;
5. Ensure FPP Contractor obtains and installs - shower facilities, porta-potties and/or modular restrooms, and hand washing stations; and
6. Ensure FPP Contractor or sub-contractor maintains porta-potties and/or modular restrooms, including daily servicing;
7. Ensure FPP Contractor or sub-contractor maintains office trailers, shower facilities, wash stations, and client storage for the Flexible Population Program; and
8. Provide monthly payments for utilities and water for the operation of the

Flexible Population Program.

All other portions of Article II, as amended, shall remain unchanged and in full force and effect.

- G. Article III, Section D. Section D of Article III “City Responsibilities” shall be added to the MOU, as amended, as follows:

D. City Responsibilities related to Flexible Population Program. All City Responsibilities with respect to the Flexible Population Program shall be exempted from Sections A through C above and shall consist of the covenants set forth herein.

1. Site Readiness. City shall perform all of the site readiness tasks prior to November 1, 2019. City agrees to:

- a. Identify and gain site control of the site for the Flexible Population Program;
- b. Verify that the construction and operation of the Flexible Population Program on the identified site is in compliance with applicable law;
- c. Install and assemble Flexible Population Program shelter tent;
- d. Install a fence perimeter around the Flexible Population Program site and ensure ongoing maintenance;
- e. Obtain necessary utility hook-ups (including, but not limited to water, sewer, electricity) for the Flexible Population Program site;
- f. Ensure all necessary on-site facilities are connected to applicable utilities;
- g. Obtain and install office trailers, laundry facilities, Connex storage containers and client storage for the Flexible Population Program site;
- h. Provide site security at the Flexible Population Program site from the execution of this MOU through the start of the operation of the Flexible Population Program, including accommodating for any delays in commencement of shelter opening/operations;
- i. Process applications for Fire Marshal, electrical permits and all other required permits and/or Certificate of Occupancy pertaining to the Flexible Population Program site, if and when required;
- j. Provide approved internal and external site plans/layout to the Commission for the Flexible Population Program site;
- k. Ensure that all agreements entered into between the City and the third parties pursuant to this MOU comply with any necessary labor compliance requirements, as and when and

where applicable; and

1. Execute Occupancy Agreement with Selected Operator, if required by the City's lease of the Flexible Population Program site.
2. **Ongoing Obligations.** City agrees to provide the following through the duration of the Flexible Population Program:
 - a. Maintain fence perimeter around the Flexible Population Program site;
 - b. Maintain provision of all necessary ancillary services and equipment to support shelter operations which are not specifically set forth as Commission Responsibilities in Section II(f) of this MOU, until such a time that both parties mutually agree in writing that transference of such responsibilities to the FPP Contractor and/or the Commission is appropriate and achievable, contingent on the City appropriating funds for such purpose;
 - c. Ensure any and all necessary permits are maintained for the term of the Flexible Population Program;
 - d. Ensure that all agreements entered into between the City and third parties pursuant to this MOU comply with any necessary labor compliance requirements, as and when and where applicable; and
 - e. Provide ongoing structural maintenance and repairs to the sprung structure as described in manufacturer's guidelines.
3. **Post Operations.** At the Conclusion of the Flexible Population Program, City shall provide the following:
 - a. Take down the sprung structure;
 - b. Provide for storage and/or disposal of the sprung tent structure, beds, and any other items which were acquired pursuant to performance under this MOU;
 - c. Return the Flexible Population Program site to conditions required in City's lease; and
 - d. Ensure that all agreements entered into between the City and third parties pursuant to this MOU comply with any necessary labor compliance requirements, as and when and where applicable.

All other portions of Article III, as amended, shall remain unchanged and in full force and effect.

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

- I. Entire Agreement. The MOU, as amended by this Fifth Amendment, represents the entire understanding between the Parties about the subject matter of the MOU, as amended.
- J. Counterparts. This Fifth 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.
- K. 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 Fifth Amendment. The Parties have participated substantially in the negotiation, drafting, and revision of this Fifth Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this Fifth 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 Fifth Amendment. The words “include” and “including” in this Fifth Amendment shall be construed to be followed by the words: “without limitation.” Each collective noun in this Fifth 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 Fifth 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 Fifth 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 Fifth Amendment refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.
- L. Binding on Successors and Assigns. This Fifth Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.
- M. No Other Representations or Warranties. Except as expressly set forth in this Fifth Amendment, no Party makes any representation or warranty material to this Fifth Amendment to any other Party.
- N. Incorporation of Defined Terms. All terms, phrases and words indicated to be defined terms by initial capitalization in this Fifth Amendment that are not specifically defined in this Fifth Amendment (if any) shall have the meaning ascribed to the same term, phrase or word in the MOU.

IN WITNESS WHEREOF, this Fifth 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

By: _____
Jeff Davis
Chief of Staff

Date: _____

CITY OF SAN DIEGO
a California municipal corporation

By: _____

APPROVED AS TO FORM:

Print Name: _____

CHRISTENSEN & SPATH LLP,
a California Limited Liability Partnership

Title: _____

Date: _____

By: _____
Charles B. Christensen
General Counsel

Date: _____

APPROVED AS TO FORM:

MARA W. ELLIOTT

CITY ATTORNEY

By: _____
Heather Ferbert
Deputy City Attorney

Date: _____

DRAFT

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 FIFTH 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 A NEW AGREEMENT WITH AN OPERATOR TO OVERSEE, ADMINISTER, AND MANAGE THE TEMPORARY BRIDGE SHELTER PROGRAM LOCATED AT 1710 IMPERIAL AVENUE, AUTHORIZING THE PROGRAM, 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-1817 on June 11, 2019, and by the City Council with Resolution R-312514, on June 16, 2019; 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; and

WHEREAS, the Housing Authority, with Resolution HA-1817 on June 11, 2019, authorized the extension of the term for each of the Shelter Program Agreements until June 30, 2020; and

WHEREAS, Housing Commission staff wishes to enter into a new agreement for administration of a fourth temporary bridge shelter with Alpha Project for the Homeless (Alpha Project) for operation of a Shelter Program located at 1710 Imperial Avenue in the East Village neighborhood until June 30, 2020 (New Shelter Program Agreement), with two one (1) year options to renew, contingent upon an agreement between the Housing Commission and City for future operation of the Shelter Program and appropriation of City funds; and

WHEREAS, the City and the Housing Commission now propose to enter into the Fifth Amendment to the MOU (Fifth Amendment), a copy of which is included in the backup materials accompanying this Resolution, to provide for operation of the Shelter Program at 1710 Imperial Avenue, San Diego, California 92101; 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 the New Shelter Program Agreement through June 30, 2020, with two one (1) year options to renew, contingent upon an agreement between the Housing Commission and City for future operation of the Shelter Program and appropriation of City funds.
2. The President & CEO, or designee, is authorized to allocate and expend up to \$2,545,863.38, including \$2,395,863.38 for operations and \$150,000 for ramp-up, for the cost of the New Shelter Program Agreement through June 30, 2020, and an annual operating budget up to \$3,508,074 for each subsequent two one (1) year options, contingent upon the appropriation of City funds.
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 twenty percent of the total cost for the term of the New Shelter Program Agreement, 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 and directed to sign the Fifth Amendment.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Katherine A. Malcolm
Deputy General Counsel

KAM:jdf
10/03/2019
Or. Dept: SDHC
Doc. No. 2187466



The City of San Diego
Item Approvals

Item Subject: Approval of the Fiscal Year 2020 Operating Agreement for the City of San Diego Bridge Shelter located at 1710 Imperial Avenue, San Diego, CA 92101 and Amendment to the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the oversight and administration of the City's Bridge Shelters.

Contributing Department	Approval Date
DOCKET OFFICE	09/30/2019
DEPARTMENT OF FINANCE	10/03/2019

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	09/26/2019
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	10/04/2019
CITY ATTORNEY	MALCOLM, KATE	10/04/2019