



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

**DATE ISSUED:** June 4, 2020

**REPORT NO:** HAR20-024

**ATTENTION:** Council President and Members of the City Council  
Chair and Members of the Housing Authority of the City of San Diego  
For the Agenda of June 16, 2020

**SUBJECT:** Approval of the Fiscal Year 2021 Operating Agreement for the City of San Diego Safe Parking Program and Execution of a Memorandum of Understanding Between the San Diego Housing Commission and the City of San Diego for the Oversight and Administration of the Safe Parking Program

**COUNCIL DISTRICT:** Citywide

### **REQUESTED ACTION:**

That the Housing Authority of the City of San Diego (Housing Authority) authorize the President & Chief Executive Officer of the San Diego Housing Commission (Housing Commission), or designee, to execute an initial one-year operating agreement, with two one-year options to renew, with Jewish Family Service (JFS) to operate the City of San Diego's Safe Parking Program (Program) located at 8804 Balboa Avenue, San Diego, 92123 (Balboa); 9882 Aero Drive, San Diego, 92123 (Aero); and 2250 Mission Village Drive, San Diego, 92123 (Mission Valley); and that the Housing Authority and San Diego City Council authorize entering into a Memorandum of Understanding (MOU) between the Housing Commission and the City of San Diego (City) for an initial one-year term, with two one-year options to renew, to for the oversight and administration of the Safe Parking Program.

### **STAFF RECOMMENDATION**

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

#### **Housing Authority:**

- 1) Authorize the Housing Commission's President & Chief Executive Officer, or designee, to execute an agreement with Jewish Family Service (JFS), using a sole-source justification procurement method, for an initial term of July 1, 2020, through June 30, 2021, with two one-year options to renew, to operate the City of San Diego's Safe Parking Program located at 8804 Balboa Avenue, San Diego, 92123 (Balboa); 9882 Aero Drive, San Diego, 92123 (Aero); and 2250 Mission Village Drive, San Diego, 92123 (Mission Valley), on terms and conditions as set forth in the agreement

June 4, 2020

Approval of the Fiscal Year 2021 Operating Agreement and Execution of a Memorandum of Understanding for the Safe Parking Program

Page 2

(Agreement), as it may be amended upon advice of the Housing Commission's General Counsel; upon the execution of a Homeless Housing, Assistance and Prevention (HHAP) Program MOU between the City and the Housing Commission, funding for the Fiscal Year (FY) 2021 shall consist of HHAP funds in the amount of \$956,921, contingent upon the appropriation of said funds by the City of San Diego;

- 2) Authorize the Housing Commission to enter into a Memorandum of Understanding (MOU) with the City of San Diego for an initial one-year term, with two one-year options to renew, for the oversight and administration of the Safe Parking Program;
- 3) Authorize the Housing Commission's President & Chief Executive Officer (President & CEO), or designee, to execute all necessary documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals; and
- 4) Authorize the Housing Commission's President & CEO, 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 Housing Commission's Board of Commissioners (Board), but only if and to the extent that funds are determined to be available for such purposes.

**City Council:**

Authorize the City of San Diego to enter into a Memorandum of Understanding (MOU) with the Housing Commission for an initial one-year term, with two one-year options to renew, for the oversight and administration of the Safe Parking Program.

**SUMMARY**

The Housing Commission administers contracts for the City of San Diego's (City) Homeless and Services Programs based on a series of Memoranda of Understanding between the Housing Commission and the City that began on July 1, 2010. The Safe Parking Program was implemented in July 2018 and is currently administered by the City. Jewish Family Service (JFS) entered into an initial Agreement with the City on July 1, 2018 to operate the Balboa and Aero parking lot locations. The Agreement was amended effective June 17, 2019, to include the Mission Valley parking lot location. The City's Agreement with JFS terminates on June 30, 2020, due to the City's decision to transfer administration of the Safe Parking Program to the Housing Commission. The Safe Parking Program is anticipated to serve 600 unduplicated persons during Fiscal Year 2021 (July 1, 2020 – June 30, 2021).

Execution of the operator agreement as set forth in this report is contingent on the execution of the HHAP MOU between the City and the Housing Commission. All HHAP grant terms will be included in the operator agreement; therefore, the operator agreement attached to this report is considered a draft form.

**PROGRAM OVERVIEW**

The Safe Parking Program was first announced by Mayor Kevin L. Faulconer on October 16, 2017, as

June 4, 2020

Approval of the Fiscal Year 2021 Operating Agreement and Execution of a Memorandum of Understanding for the Safe Parking Program

Page 3

another City-funded strategy to address homelessness in San Diego. Since homelessness manifests differently in each Council district and neighborhood, the Safe Parking Program offers another solution to address the varying needs of persons experiencing homelessness. JFS was operating a similar program at the Balboa location prior to Mayor Faulconer's announcement. The launch of the City's Safe Parking Program resulted in immediate expansion to the Aero location, effective July 1, 2018, and then to the Mission Valley location on June 17, 2019. The Safe Parking Program serves a minimum of 600 unduplicated individuals annually at the three locations.

The Safe Parking Program provides a safe place to park and sleep for individuals and families experiencing homelessness in the City of San Diego and other cities of origin. Utilizing the Housing First model, the program's objective is to provide low-barrier access to a safe place to sleep and the critical assistance necessary for obtaining secure and stable housing. The program contributes to the regional goals of ensuring instances of homelessness are rare, brief and non-recurring.

The Safe Parking Program operates daily from 6 p.m. through 7 a.m. at the three locations. JFS staff is on-site between the hours of 5:30 p.m. and 9:30 a.m. Case managers are available outside of these hours, as needed.

The Safe Parking Program was designed to increase the percentage of individuals and families experiencing homelessness who become housed through more comprehensive services, including case management. The program utilizes National Best Practices, such as Trauma-Informed Care, Motivational Interviewing, and Harm Reduction models of care. The program effectively serves persons experiencing homelessness in a welcoming and solutions-focused environment.

The Safe Parking Program adheres to all Regional Task Force on the Homeless (RTFH) performance standards and requirements. The program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies. Case management services provide an array of supportive services and individualized client support to clients participating in the program. Case management services assist with developing a plan to address a client's individual needs, increase their income, and obtain and sustain permanent housing. Once housing is secured, case management services include home visits facilitating group activities and helping to connect program participants with resources for community services.

Housing navigation services offered within the program ensure individuals are document-ready and that household information in the CES is accurate and up to date. Housing navigation services include assisting clients with preparing housing applications, permanent supportive housing providers, or private landlords on behalf of their program's enrolled clients, as well as coordinating client move-ins.

Program outcomes will be monitored using an array of metrics including the following:

June 4, 2020

Approval of the Fiscal Year 2021 Operating Agreement and Execution of a Memorandum of Understanding for the Safe Parking Program

Page 4

<b>PERFORMANCE STANDARDS &amp; OUTCOMES</b>	<b>MEASURE</b>	<b>TARGET</b>
<b>Number of Households Served</b>	# of Persons/Households Served	Reporting Only
	# of Persons/Households Exiting the Program monthly	
	# of Persons/Households Remaining in the Program monthly (persons who entered in a previous month and did not exit in the current reporting month) (“Stayers”)	
	Client Demographics/Characteristics	
<b>Exits</b>	Positive Outcome	At least 30% exit to Permanent or Other Longer-Term Housing <sup>1</sup>
	Negative Outcome	Less than 20% leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only
<b>Length of Participation</b>	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All “Stayers” in the Program	Reporting Only
	Length of Participation in Days for all “Stayers”	
<b>Housing Stability</b>	Recidivism	No more than 5% of clients exiting to permanent housing return to shelter, safe haven, or

<sup>1</sup> “Other Longer-Term Housing” includes the following destinations, as captured by the Homeless Management Information System (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.

June 4, 2020

Approval of the Fiscal Year 2021 Operating Agreement and Execution of a Memorandum of Understanding for the Safe Parking Program

Page 5

		supportive services within 6 months of exiting the Program
<b>Housing Retention</b>	Percentage of clients that have maintained housing stability 6, 12, 18 and 24 months after obtaining permanent housing	Narrative reporting only, as information is available
<b>Improved Self-Sufficiency</b>	% of Adults who entered with income from any source and retained the income at exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	
<b>Efficient and Effective Use of Community Resources</b>	Occupancy Rate	At least 95%
	Number of Individuals on Program Waitlist	Reporting Only
<b>Last Place of Residency at Intake</b> ( <i>i.e., In what city were you last stably housed?</i> )	Within the City of San Diego and Outside the City of San Diego	Reporting Only
<b>Service/Housing Plans</b>	Percentage of client service/housing plans initiated within 72 hours of enrollment.	≥ 85%
<b>Participation in the Shelter Board Count</b>	<a href="http://www.sandiego.gov/homeless-services/shelter-daily-count">www.sandiego.gov/homeless-services/shelter-daily-count</a>	Reporting Only

### **CONTRACT SELECTION PROCESS**

A sole source selection process was utilized to procure JFS as the operator for the Safe Parking Program. JFS is a client-centered, impact-driven organization located in San Diego. Founded in 1918, JFS serves close to 40,000 clients each year. JFS also leverages strong partnerships throughout the region to provide comprehensive services, including basic needs services, food assistance, transportation, counseling, career coaching and employment, education, advocacy, physical and mental wellness, intensive case management, leadership training, and an array of support groups. As the current operator of the Safe Parking Program, JFS has the necessary expertise to continue operating the program. The justification for using a sole source selection process is further evidenced by JFS's experience with serving a diverse population of persons experiencing homelessness, the existing relationships with the program's clients, and strong performance with operating the Safe Parking Program. The sole source justification is in

June 4, 2020

Approval of the Fiscal Year 2021 Operating Agreement and Execution of a Memorandum of Understanding for the Safe Parking Program

Page 6

compliance with the Housing Commission’s Statement of Procurement Policy 9.4.

### **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 Safe Parking Program serves this purpose by providing safe locations to park and 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**

Upon the execution and approval of the HHAP MOU between the City and the Housing Commission, the City of San Diego will fund the Safe Parking Program with HHAP funds awarded to the City in the total amount of \$956,921. The table below provides an overview of the funding allocations:

<b>Funding Sources</b>	<b>FY 2021</b>	<b>FY 2022*</b>	<b>FY 2023*</b>
HHAP Funds	\$956,921	\$956,921	\$956,921
<b>TOTAL</b>	<b>\$956,921</b>	<b>\$956,921</b>	<b>\$956,921</b>

\* Option years will be exercised contingent upon the appropriation of said funds by the City of San Diego for that purpose.

### **EQUAL OPPORTUNITY/CONTRACTING**

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

### **KEY STAKEHOLDERS and PROJECTED IMPACTS**

Stakeholders for this project include: persons experiencing homelessness and JFS as the sub-recipient administering the Safe Parking Program. The program is expected to have a positive impact on the community as it will provide safe parking and services to 600 persons experiencing homelessness.

### **ENVIRONMENTAL REVIEW**

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; and where the exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code. Processing under the National Environmental Policy Act (NEPA) is not required as no federal funds are

June 4, 2020

Approval of the Fiscal Year 2021 Operating Agreement and Execution of a Memorandum of Understanding for the Safe Parking Program

Page 7

involved in this action.

Respectfully submitted,



Lisa Jones  
Senior Vice President  
Homeless Housing Innovations

Approved by,



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

Attachments:

1. JFS Draft Contract
2. Draft MOU

Docket materials are available in the “Governance & Legislative Affairs” section of the San Diego Housing Commission website at [www.sdhc.org](http://www.sdhc.org).

**SAN DIEGO HOUSING COMMISSION**  
**AGREEMENT FOR SAFE PARKING PROGRAM**  
**WITH**  
**JEWISH FAMILY SERVICE**

Contract No. HHI-21-05

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020,

between the Commission:

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

and the Contractor:

JEWISH FAMILY SERVICE  
8804 & 8788 Balboa Avenue  
San Diego, California 92123  
(858) 637-3210

is as follows:

**101. DESCRIPTION OF WORK**

Contractor shall operate a Safe Parking Program for individuals and families experiencing homelessness 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. HHAP Grant Agreement, Contract Attachment No. 4

**103. TIME OF PERFORMANCE**

a. Initial Term

All services required pursuant to this Agreement shall commence effective July 1, 2020 through June 30, 2021.



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. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego ("Housing Authority").

Only one 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 dependent upon the availability of funds and budget approval by the 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 NINE HUNDRED FIFTY SIX THOUSAND NINE HUNDRED TWENTY ONE AND NO/100 DOLLARS (\$956,921.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable

for the line item.

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

c. Method of Payment

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

d. Funding Source

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

105. NOTICES

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

Signature Page to Agreement for Safe Parking Program services with Jewish Family Service  
(Contract No. HHI-21-05):

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

**CONTRACTOR:**  
JEWISH FAMILY SERVICE

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMISSION:**  
SAN DIEGO HOUSING COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jeff Davis  
Executive Vice President and Chief of Staff

By: \_\_\_\_\_ Date: \_\_\_\_\_

Lisa Jones  
Senior Vice President of Homeless Housing Innovations

By: \_\_\_\_\_ Date: \_\_\_\_\_

Debra Fischle-Faulk  
Vice President of Procurement and Compliance

**Approved as to Form:**  
Christensen & Spath LLP

By: \_\_\_\_\_ Date: \_\_\_\_\_

Charles Christensen  
General Counsel for San Diego Housing Commission

## CONTRACT ATTACHMENT NO. 1

### 200. GENERAL PROVISIONS

#### 201. Status of Contractor

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

#### 202. Ownership of Materials and Documents

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

#### 203. Non-Disclosure

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

#### 204. Conflict of Interest

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

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

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either.

Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

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

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

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

#### 205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of \$2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

#### 206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below:

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

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

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

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

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

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

#### 207. Correction of Work

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

208. Equal Opportunity Programs

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

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

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

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

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

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

209. Cost Records

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

210. Subcontracting

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

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors,

and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

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

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

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

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

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

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

## 211. Assignability

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



Commission.

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

#### 212. Changes

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

#### 213. Documents and Written Reports

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

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

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

#### 214. Termination

(a) Termination for Convenience. This Agreement may be terminated by the Commission on 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.

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

#### 215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this

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

216. Entire Agreement

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

217. Partial Invalidity

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

218. Contract Governed by Laws of State of California

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

219. Interest of Member of Congress

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

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

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

Commission.

221. Drug-free Workplace

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

- (a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
  - (i) The dangers of drug abuse in the workplace.
  - (ii) The Contractor's policy of maintaining a drug-free workplace.
  - (iii) Any available drug counseling, rehabilitation and employee assistance programs.
  - (iv) The penalties that may be imposed upon employees for drug abuse violations.
- (c) Post the statement required by subdivision 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

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

223. Labor Provisions

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

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

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

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. Extension of Contract Term

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

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

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

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

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

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

Services.

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

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

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

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

227. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Section 3 Contract Clauses (as applicable)

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

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

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a

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

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

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

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

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

## 229. Audit Requirements

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

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to

those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

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

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

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

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

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

231. Energy Conservation.

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

232. Disputes.

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

dispute through non-binding mediation.

233. Counterparts.

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

234. Sanitary Conditions

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

235. Remedies Upon Default

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

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



## **CONTRACT ATTACHMENT NO. 2**

### **SPECIFICATIONS/SCOPE OF WORK**

#### **1. PROGRAM OVERVIEW AND OBJECTIVE**

Contractor will operate a Safe Parking Program (the “Program”) at three locations for individuals and families experiencing homelessness. Utilizing the Housing First model, the Program’s objective is to provide a safe place for persons experiencing homelessness to park and to sleep while also providing access to critical assistance necessary to secure stable housing, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

#### **2. PROGRAM SITE LOCATION**

Contractor shall manage the safe parking lot program at the following three locations: 8804 Balboa Ave, San Diego, 92123 (“Balboa”), 9882 Aero Drive, San Diego, 92123 (“Aero”), and 2250 Mission Village Drive, San Diego, 92123 (“Mission Valley”). During the term of the contract the Program shall operate daily from 6:00 pm through 7:00 am. Contractor is required to be on-site between the hours of 5:30pm to 9:30pm. The hours of operation are subject to change at the sole discretion of the Commission, and as based upon client need. Contractor will be compensated accordingly for any changes in hours of operation.

#### **3. PROGRAM DESCRIPTION**

The Program will provide a safe place to park and sleep for individuals and families experiencing homelessness, while offering a variety of services. These services include, but are not limited to, access to bathroom facilities, community resource linkages, and housing search assistance. The Program is intended to be a short-term solution to assist individuals and families in transitioning to the most appropriate permanent housing resource available in the community. The Program will increase the percentage of individuals and families that become housed through comprehensive services and staff support.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The system design will effectively serve clients in a welcoming and solutions-focused environment.

The Contractor will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements. The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

#### **4. PROGRAM SERVICES (CONTRACTOR’S RESPONSIBILITIES)**

Contractor shall ensure the following services are provided under this Agreement:

a. ***Target population***

The Program’s target population consists of individuals and families experiencing

homelessness residing in the City of San Diego, with the understanding that the client's city of origin will not be used to determine eligibility.

**b. *Program Eligibility***

- 1) Each Program participant will be:
  - a) Individuals who meet the U.S. Department of Housing & 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; or
  - f) Identification

**c. *Program Components***

**1) *Case Management Services***

Case Management Services will provide an array of supportive services and individualized support to clients participating in the Program. Case Management Services assist with developing a plan to address a client's individual needs, increasing their income, as well as to obtain and sustain permanent housing. Once housing is secured, Case Management Services include home visits facilitating group activities, and coordinating resource linkages to assist with reintegration into the community.

Case Management Services are approached using evidence-based practice models such as Trauma Informed Care, Motivational Interviewing, Harm Reduction, and focus on the following:

- a) Initial and ongoing assessment of client needs and progress.

- b) Facilitating group interactions for Program participants, such as weekly educational groups, support groups, social events,
- c) Developing, setting and achieving personal objectives related to housing stability, skills and income, and self-determination.
- d) Assisting clients with their service plan goals, housing status, and all major life events/changes.
- e) Collaborating with service partners to coordinate care through multiple service agencies.
- f) Assist in building a sense of “community” in the Program by reducing client’s tendency to isolate and encourage networking among clients/use of natural supports.
- g) Supporting clients with emergency situations if they arise. Situations may include individual emergencies/crises and situations that involve the Program as a whole.
- h) Referrals to outside resources (e.g. medical, dental, mental health, legal social services, veterans’ benefits, etc.)

## **2) *Housing Navigation Services***

Housing Navigation Services include assisting clients with preparing housing applications and any documentation submitted to housing providers on behalf of their program’s enrolled clients as well as coordinating client move-ins. Other services include, but are not limited to, the following:

- a) Work with clients to get them housing ready such as obtaining documents, ID and income verification.
- b) Using the CES, connecting clients to appropriate housing resources.
- c) Providing services related to clients’ housing plan goals, housing status, and all major life events/changes.
- d) Crisis intervention.

## **3) *Programming of Daily Operations***

Contractor is expected to provide the staffing, supplies and administrative support necessary for day-to-day operations. This includes, but is not limited to:

- a) Maintaining a minimum number of 60 parking spaces available at the Balboa location, 60 parking spaces available at the Aero location, and 101 recreational vehicles (RVs) or 220 cars, or a combination of both, at the Mission Valley location.
- b) Appropriate staffing levels maintained through the duration of the programs operating hours to ensure a safe environment at the Program.
- c) Point-of-contact for clients, volunteers, and others who may encounter the Program.

- d) Designated point-of-contact who is available during operating hours to address issues that may arise at the Program and coordinate security issues with the SDPD.
- e) Data entry, analysis and reporting in the RTFH-approved HMIS of all Program activities.
- f) Site Control during operating hours
- g) Janitorial services
- h) Waste removal and disposal at the Balboa and Aero Drive locations
- i) Secure entry/exit for clients monitored by staff
- j) Maintain the two existing City-owned office trailers on-site at the Aero Drive Location and the Mission Valley location in a neat, clean, safe and sanitary condition. Contractor shall keep the on-site trailer free and clear of rubbish, debris, and litter at all times.
- k) Enter into an occupancy agreement with the City of San Diego for the Aero Drive Location and the Mission Valley Location.

#### **4) *Equipment Rental***

Per the Safe Parking Memorandum of Understanding (Safe Parking MOU) with the City, City is responsible for managing the contracts for waste removal and disposal at the Mission Valley location, the office trailers at the Mission Valley and Aero Drive locations, the portable lights at the Mission Valley location, and the generator, along with the diesel to operate the generator, at the Mission Valley location.

Contractor shall rent portable restrooms at all three sites and hand-washing stations at all three sites.

Contractor is responsible for the following tasks to maintain safe and sanitary facilities:

- a) Routine replacement of operating supplies such as toilet paper, feminine hygiene products, and hand soap
- b) Maintain the condition of the rentals by placing timely request for service with the vendor.

#### **d. *System Coordination***

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

Contractor will participate in CES as established by RTFH and focus on:

- a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, as established by RTFH; and
- b) Participation in housing navigation, case conferencing, or other integral components of CES, as established by RTFH.

## **2) *Youth Homeless Demonstration Program (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 (TAY) 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 TAY.

## **3) *2-1-1 San Diego***

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>.

## **4) *Community Information Exchange (CIE)***

Contractor must participate in and utilize the 2-1-1 database, CIE, to the maximum extent possible that aligns with the Program's objectives and services and is appropriate for the model of service delivery. At minimum, this utilization must include access for direct service staff to log into CIE to view client profiles to aid in the creation of service plans and coordination of care. The Contractor is expected to work with 2-1-1 to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

### **e. *Community Engagement***

- 1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program sites, including but not limited to:
  - a) Methodologies for maintaining a clean and safe environment;
  - b) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
  - c) Provide opportunities for electronic and/or written community feedback; and
  - d) Demonstrate community input has been reviewed and incorporated into operations plan, as appropriate.

### **f. *Emergency Preparedness***

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of contract effective date. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar

days of request by the Commission. The plan must include, at a minimum:

- 1) Identification of the person(s) at the Program site who is responsible for the initial response and subsequent action to be taken in the event of an emergency (“who’s in charge”) during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program site at all times.
- 3) Emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
  - a) Map of designated meeting locations for evacuees;
  - b) Plan for immediate evacuation;
  - c) Plan for delayed evacuation;
  - d) Shelter-in-place procedure; and
  - e) Re-entry procedure.
- 4) Emergency procedures for the following events:
  - a) Fire;
  - b) Earthquake;
  - c) Flood;
  - d) Wildfire;
  - e) Gas leak;
  - f) Power outage;
  - g) Medical emergencies; and
  - h) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations.
- 5) Locations of emergency equipment and supplies, posted/displayed at the Program site at all times.

## **5. PROGRAM STANDARDS AND PERFORMANCE MONITORING**

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

- 1) Service delivery will be client-focused. Contactor staff and all persons that interact with clients will be trained on homeless population service provision, positive engagement, and general customer service standards that addresses the needs of the target population.
- 2) Contractor will provide adequate staffing with appropriate on-going training for service delivery and data collection and analysis;

- 3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. 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 involved with the Program.
- 4) Compliance with Fire Marshal inspections and recertifications as needed.
- 5) Development of appropriate Rules and Regulations for Facility operations including low barrier Terms of Service, which will be displayed on site at all times, and various means for Clients to provide input into the Facility.
- 6) That the Facility is operated in compliance with the Americans with Disabilities Act (ADA) and all other applicable rules and regulations.
- 7) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of Agreement effective date. Contractor must provide current policies and procedures at any time during the term of this agreement within 15 calendar days of request by the Commission. Any changes to the policies and procedures shall be submitted to the Commission for review. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Program policies and procedures must include, at a minimum, the following components:
  - a) Service description and intake process and eligibility criteria.
  - b) Program exit procedures/termination policies
  - c) Procedure for verifying and documenting homelessness that are compliant with the HUD's record keeping and reporting requirements and the RTFH's Community Standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible.
  - d) Low barrier guidelines 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:
    - 1) Sobriety and/or commitment to be drug-free
    - 2) Requirements to take medication if the resident has a mental illness
    - 3) Participation in religious services or activities
    - 4) Payment or ability to pay
    - 5) Identification
  - e) Contraband control and confiscation policy
  - f) Critical incident reporting policies and procedures
  - g) Client confidentiality and privacy/consent (ROI)
  - h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
  - i) Client grievance policies and procedures
  - j) Progressive disciplinary policy for clients and procedures for client appeals
  - k) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination

- l) Biohazard waste policies and procedures
- m) Reasonable Accommodations
- n) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.
- o) Notice of privacy practices to be provided to clients
- p) Rights of Persons Served
- q) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles
  - 1) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
    - a. Require a minimum level of income at entry;
    - b. Screen out for substance use;
    - c. Screen out for criminal record except as mandated by Federal, State, or local regulations;
    - d. Screen out persons with history of victimization (domestic violence, assault, abuse); and
    - e. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
  - 2) In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want to access the Facility.
- r) Mandated reporting staff training and procedures.

## **b. Program Records**

### **1) Recordkeeping**

- g) The Contractor shall maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, the City, U.S. Government, or other authorized agent(s), all Program-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:
- h) All Contractor files pertaining to personal client information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.



- i) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

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

c. ***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 roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

d. ***Housing First<sup>1</sup>***

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

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

## **6. PROGRAM OUTCOMES**

- a. The Contractor agrees to enter all HUD universal data elements (UDEs) and program-specific data elements (PSDEs), as applicable, into the RTFH-approved HMIS for data collection and analytics. All program progress will be documented to the Commission through monthly and term-end reports in a form and format determined by the Commission in consultation with 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 performance improvement plan in a form and format determined by the Commission.

---

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

- c. In order to ensure reporting of trends, demographics and other potentially edifying information which can help the Commission and the City of San Diego tailor the City's homeless crisis response system programming, the Commission may require Contractor to conduct and/or carry out data tracking beyond the standard metrics detailed in the Scope of Work and the monthly Data Collection Tools. All such request will be made to the Contractor in writing. The Commission's staff will make every effort to ensure that Contractor is supported in its ability to perform this work.
- d. For the Agreement term, the Contractor will ensure the following primary program outputs and standards:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
<b>Number of Households Served</b>	# of Persons/Households Served	Reporting Only
	# of Persons/Households Exiting the Program monthly	
	# of Persons/Households Remaining in the Program monthly (persons who entered in a previous month and did not exit in the current reporting month) ("Stayers")	
	Client Demographics/Characteristics	
<b>Exits</b>	Positive Outcome	At least 30% exit to Permanent or Other Longer-Term Housing <sup>2</sup>
	Negative Outcome	Less than 20% leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only

<sup>2</sup> "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 STANDARDS & OUTCOMES	MEASURE	TARGET
<b>Length of Participation</b>	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All “Stayers” in the Program	Reporting Only
	Length of Participation in Days for all “Stayers”	
<b>Housing Stability</b>	Recidivism	No more than $\leq 5\%$ of clients exiting to permanent housing return to shelter, safe haven, or supportive services within 6 months of exiting the Program
<b>Housing Retention</b>	Percentage of clients that have maintained housing stability 6,12,18 and 24 months after obtaining permanent housing	Narrative reporting only, as information is available
<b>Improved Self-Sufficiency</b>	% of Adults who entered with income from any source and retained the income at exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	
<b>Efficient and Effective</b>	Occupancy Rate	At least 95%

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Use of Community Resources	Number of Individuals on Program Waitlist	Reporting Only
Last Place of Residency at Intake (i.e., In what city were you last stably housed?)	Within the City of San Diego and Outside the City of San Diego	Reporting Only
Service/Housing Plans	Percentage of client service/housing plans initiated within 72 hours of enrollment.	≥ 85%
Participation in the Shelter Board Count	<a href="http://www.sandiego.gov/homeless-services/shelter-daily-count">www.sandiego.gov/homeless-services/shelter-daily-count</a>	Reporting Only

## **7. PROGRAM COMPLIANCE AND MONITORING**

Contractor must comply with requirements for care and maintenance of facility including participation in semi-annual facility inspections by Commission staff, performance of required maintenance and timely notification of any issues at the facility to Commission staff.

### ***Unscheduled Site-Visits***

Commission staff involved in monitoring and/or administering the Agreement may visit the Program sites from time to time.

## **8. REQUEST 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 15<sup>th</sup> day of the month after each reporting period, irrespective of the day of the week when the 15<sup>th</sup> falls.

1) Contractor is subject to all supporting documentation requirements described in the City's Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.

2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.

3) 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 (30<sup>th</sup>) 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. Renewal options are contingent upon future funding availability and Program performance. Execution of option years may be determined by Program performance in the preceding year. If the Contractor does not achieve stated outcomes, Agreements may not be renewed and those funds may be reprogrammed.

## **10. MATCH AND LEVERAGE COMMITMENTS**

All projects shall provide summary documentation of any matching funds through leveraged or in kind resources used to enhance Program services and operations within 30 days following the end of the Agreement term.

## **11. MEDIA/COMMUNICATIONS**

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

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

## **12. REVERSION**

Upon the expiration, breach, or termination of this Agreement, the Contractor agrees that the

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

### **13. CLOSE-OUTS**

a. Contractor will be responsible for completing and submitting a close-out packet to include information including, but not limited to, total number of participants housed, Program accomplishments, participant demographics, and financial summary of award for each applicable funding source.

b. Contractor's obligation to the Commission will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:

- 1) Making final payments;
- 2) Disposing of Program assets (including the return of all unused materials, Program income balances, and accounts receivable to the Commission); and
- 3) Determining the custodianship of records.
- 4) When applicable, providing summary documentation of any matched and/or leveraged commitments.

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

### **14. DEFINITIONS**

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

Chronically Homeless <sup>3</sup>	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
Continuum of Care <sup>4</sup>	<p>The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.</p>

<sup>3</sup> <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

<sup>4</sup> <https://www.hudexchange.info/programs/coc/>

Coordinated Entry System <sup>5</sup>	<p>The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless.</p> <p>The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.</p>
Critical Incident Report	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion <sup>6</sup>	A strategy used to prevent people who are experiencing a housing crisis <i>and</i> seeking shelter from entering the shelter system by providing individualized supports to help them identify their resources and options for immediate alternative housing arrangements. Referrals to services and financial resources to help people return to permanent housing should be provided when necessary.
Emergency Shelter	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Grant Match	Matching funds are funds set to be paid in equal amount to funds available from other sources.

<sup>5</sup> <http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf>;  
<https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>;  
<https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-Requirements-or-a-Continuum-of-Care-Centralized-or-Coordinated-Assessment-System.pdf>

<sup>6</sup> <http://endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf>



Homeless <sup>7</sup>	<p>A person is considered homeless if he or she:</p> <ul style="list-style-type: none"> <li>• Lacks a fixed, regular, and adequate nighttime residence; or</li> <li>• Has a primary nighttime residence that is a public or private place not meant for human habitation; or</li> <li>• Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or</li> <li>• An individual living in a safe haven; or</li> <li>• Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.</li> </ul>
Homeless Assistance Standards	<p>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.<sup>8</sup></p>
Homeless Emergency Assistance and Rapid Transition to Housing Act <sup>9</sup>	<p>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.</p>
Homeless Management Information System <sup>10</sup>	<p>The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness.</p>
Housing First	<p>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.</p>
Integrated Homeless Outreach Team	<p>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.</p>

<sup>7</sup> [https://www.hudexchange.info/resources/documents/HEARTH\\_HomelessDefinition\\_FinalRule.pdf](https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf)

<sup>8</sup> [http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance\\_Docs\\_Community-Standards\\_Final\\_May-2017.pdf](http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf)

<sup>9</sup> <https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

<sup>10</sup> <https://www.hudexchange.info/programs/hmis/>; <http://www.rtfhsd.org/hmis/>

Interim Housing	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night. In addition, Interim Housing programs fully participate in CES and complete the VI-SPDAT (definition below) for those entering and the respective scores drive the individual or families housing plan while in the program.
Memorandum of Understanding	A memorandum of understanding (MOU or MoU) is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships.
McKinney-Vento Act <sup>11</sup>	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing <sup>12</sup>	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team <sup>13</sup>	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.

<sup>11</sup> <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

<sup>12</sup> <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

<sup>13</sup> <http://www.comresearch.org/pert.php>

San Diego Housing Commission and SDHC	When used in this document, these terms are synonymous.
U.S. Department of Housing and Urban Development	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all.
U.S. Interagency Council on Homelessness	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Violence Against Women Act <sup>14</sup>	<p>The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs.<sup>15</sup> These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor's property causing eviction and poor rental history.<sup>16</sup></p>
Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a participant has high, moderate, or low acuity. The use of this survey can help prioritize which participants should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.

<sup>14</sup><https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

<sup>15</sup>[https://www.hud.gov/program\\_offices/housing/mfh/violence\\_against\\_women\\_act](https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act)

<sup>16</sup><https://archives.hud.gov/news/2016/pr16-159.cfm>

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

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Contractor shall submit requests for reimbursements and invoices in compliance with the approved detailed budget.



SAN DIEGO  
HOUSING  
COMMISSION

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

**Fiscal Year:** 2021

**Project Name:** Safe Parking Program

**Provider Name:** Jewish Family Services

**Funding Amount:** \$ 956,921.00

		OTHER FUNDING SOURCES	
SPENDING CATEGORIES	HHAP	N/A	TOTAL PROJECT BUDGET
PERSONNEL EXPENSES (PE)	\$ 699,346.19	\$ -	\$ 699,346.19
NON-PERSONNEL EXPENSES (NPE)	\$ 257,574.81	\$ -	\$ 257,574.81
FAIC BUDGET	\$ -		\$ -
<b>TOTAL PE BUDGET</b>	<b>\$ 956,921.00</b>	<b>\$ -</b>	<b>\$ 956,921.00</b>

<b>FAIC RATE</b>	<b>0.0%</b>
------------------	-------------

**CONTRACT ATTACHMENT NO. 4**  
HHAP GRANT AGREEMENT (to be inserted upon receipt from the State of California)

DRAFT

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAN DIEGO AND  
THE SAN DIEGO HOUSING COMMISSION  
FOR THE PROVISION OF THE SAFE PARKING PROGRAM**

---

This Memorandum of Understanding for the Provision of the Safe Parking Program (“Safe Parking MOU”) 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 have entered into several Memoranda of Understanding between them addressing the operations of services for individuals and families experiencing homelessness over the past several years;

WHEREAS, the City has been operating three safe parking lot sites (“Safe Parking Sites”) to serve individuals and families experiencing homelessness since October 2017 (“Safe Parking Program”);

WHEREAS, the Parties now desire to transfer the administration and oversight of the Safe Parking Program to the Commission to provide for the continued operation of the Safe Parking Sites in the City of San Diego;

NOW THEREFORE, the City and Commission agree as follows:

- I. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Safe Parking MOU by this reference, as though fully set forth in this Safe Parking MOU.
- II. **Term and Termination of Safe Parking MOU.**
  - A. **Term of Safe Parking MOU.** The term of the Safe Parking MOU is July 1, 2020 through June 30, 2021, with two (2) additional one (1) year options to extend the term. Only one option may be exercised at a time. If all options are exercised, the Safe Parking MOU will continue from July 1, 2020 through June 30, 2023.
  - B. **Termination of Safe Parking MOU.** Either Commission or the City may terminate the Safe Parking MOU and all obligations assigned thereunder for any reason by providing 45 days written notice to the other Party.

III. **Commission Responsibilities.** The Commission shall be responsible for the general management, administration, and oversight of Safe Parking Program as defined herein. Any responsibilities set forth in Article IV (“City Responsibilities”) below shall be explicitly excluded from Commission’s responsibilities. The Commission is not liable for the care or maintenance of the Safe Parking Program sites.

1. **Administration and Oversight of Safe Parking Program.** Commission shall:
  - a. Monitor all agreements relating to the operation of the Safe Parking Program, including agreements with the Safe Parking Program operator at three sites and additional sites as may be agreed upon by the Parties in writing;
  - b. Document outcomes for the Safe Parking Program, as defined within the applicable agreements; and
  - c. Notify City staff responsible for the Safe Parking Program of any public meetings, media requests, or tours regarding the Commission’s activities relating to the Safe Parking MOU or the Safe Parking Program Sites, with sufficient time to allow the City to identify a representative to appear on its behalf at any such meeting.
  - d. Require the operator to ensure maintenance of hand wash stations at the Mission Valley Site, Balboa Site, and Aero Site, and portable restrooms at the Mission Valley Site, Balboa Site, and Aero Site as needed, and inform the Commission and City representatives of any issues, to support efficient Safe Parking Program site operations, including daily servicing. The Mission Valley Site, Aero Site, and Balboa Site are all defined in Section IV(1)(a) of this Safe Parking MOU.
  - e. Require the operator to ensure regular trash pickup services are maintained at the Aero Site and Balboa Site.
  - f. The Commission shall provide monthly or quarterly reports, at its election, in a form and format mutually agreed upon by both Parties, on the performance and outcomes of the Safe Parking Program it administers under this Safe Parking MOU for the City administrator’s review.
    - i. The Commission acknowledges that there will be instances where additional reporting frequency or specific requests may need to be accommodated to meet City needs related to public information provision or grant compliance and will work with the City administrator to address those needs within the Commission’s available resources to meet the request(s).

IV. **City Responsibilities.** The City shall be responsible for the provision of City services at the Safe Parking Sites under this Safe Parking MOU. Any responsibilities set forth in Article III (“Commission Responsibilities”) above shall be explicitly excluded from City’s responsibilities.

1. City Services. City shall:

- a. Enter into occupancy agreements with the Safe Parking Program operator(s) for operation of the Safe Parking Program, as needed. The current Safe Parking Sites subject to occupancy agreement between the City and a Safe Parking Program operator are located at 9882 Aero Drive, San Diego, 92123 (Aero Site) and 2250 Mission Village Drive, San Diego, 92123 (Mission Valley Site). A third Safe Parking Site is located at 8804 Balboa Avenue, San Diego, 92123 (Balboa Site) is operated on private property with permission from the owner.
- b. Provide for cleanings of the exterior of the Safe Parking Program sites block as City determines to be necessary.
- c. Maintain all necessary ancillary services and equipment to support program operations which are not specifically set forth as Commission Responsibilities in Section III of this Safe Parking MOU, until such a time that both Parties agree in writing that transfer of such responsibilities to the Safe Parking Program operator and/or the Commission is appropriate and achievable, contingent on the City appropriating funds for such purpose.
- d. Ensure maintenance of office trailers, lights, and generator and diesel at the Mission Valley Site.
- e. Ensure regular trash pickup services are maintained at the Mission Valley Site.
- f. Ensure that all agreements entered into between the City and third parties pursuant Section IV(1) of this Safe Parking MOU comply with any applicable labor requirements.

V. **Funding.** At the start of each fiscal year, the City will endeavor to secure funding for the performance of obligations under this Safe Parking MOU. The City certifies the sources provided under this Safe Parking MOU are within the permitted uses of the applicable funding sources.

Should funding become unavailable at any point during the term of this Safe Parking MOU, either Party may terminate this agreement upon 30 days written notice.

VI. **General Provisions.**

- A. **Indemnification.** To the fullest extent provided by law, the City and the Commission agree to indemnify, protect, and hold harmless one another, including their elected officials, officers, agents, representatives, departments, subcontractors, and employees, from and against any and all claims, demands, actions, proceedings, suits, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss or use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this Safe Parking MOU by the City or the Commission, their elected officials,



officers, agents, representatives, departments, subcontractors and employees. The City's and Commission's duty to indemnify and hold harmless one another shall not include any claim or liability arising from the established sole negligence or willful misconduct of the other, or the other's elected officials, officers agents, representatives, departments, subcontractors, and employees.

- B. Insurance. City certifies that it is self-insured and will maintain the same level of insurance throughout the duration of this Safe Parking MOU. Commission certifies it has obtained insurance as set forth herein:

1. Commission shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00):

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

2. This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the City. Coverage shall remain in full force and effect during the entire term of the policy.

- C. Amendments. Any changes to this Safe Parking MOU shall be in writing and signed by both Parties. Commission's President and Chief Executive Officer, or designee, and the Mayor, or designee, shall have the authority to execute amendments to this Safe Parking MOU, which do not otherwise require City Council or Housing Authority approval.
- D. Assignability. Neither Party shall assign any interest in this Safe Parking MOU and shall not transfer any interest in the same (whether by assignment or novation).
- E. Counterparts. This Safe Parking MOU may be executed in one or more counterparts, each of which shall be deemed an original. The Parties agree that in order to expedite the execution process, facsimile or electronically conveyed

signatures will be considered and accepted as legally binding.

- F. Entire Agreement. This Safe Parking MOU represents the entire understanding between the Parties about the subject matter of the Safe Parking MOU.
- G. 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 Safe Parking MOU. The Parties have participated substantially in the negotiation, drafting, and revision of this Safe Parking MOU, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this Safe Parking MOU may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this Safe Parking MOU. The words "include" and "including" in this Safe Parking MOU shall be construed to be followed by the words: "without limitation." Each collective noun in this Safe Parking MOU shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Safe Parking MOU, refers to such document, as modified from time to time (excepting any modification that violates the Safe Parking MOU), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Safe Parking MOU includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this Safe Parking MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.
- H. No Other Representations or Warranties. Except as expressly set forth in this Safe Parking MOU, no Party makes any representation or warranty material to this Safe Parking MOU to any other Party.

IN WITNESS WHEREOF, this Safe Parking 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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Davis  
Chief of Staff

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP,  
a California Limited Liability Partnership

By: \_\_\_\_\_

Charles B. Christensen  
General Counsel

Date: \_\_\_\_\_

CITY OF SAN DIEGO  
a California municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

MARA W. ELLIOTT  
CITY ATTORNEY

By: \_\_\_\_\_

Deputy City Attorney

Date: \_\_\_\_\_

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 MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF  
SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION  
FOR THE PROVISION OF THE SAFE PARKING PROGRAM  
AND AUTHORIZING AN AGREEMENT WITH OPERATOR  
TO MANAGE THE PROGRAM, AND APPROVING FUNDING  
AND RELATED ACTIONS.

WHEREAS, the San Diego Housing Commission (Housing Commission) administers agreements for the City of San Diego (City)'s Homeless Shelters and Services Programs based on a Memorandum of Understanding between the Housing Commission and the City that first took effect on July 1, 2010; and

WHEREAS, the City has been administering operation of three safe parking lots located at 8804 Balboa Avenue, San Diego, California 92123, 9882 Aero Drive, San Diego, California, 92123, and 2250 Mission Village Drive, San Diego, California, 92123 (Safe Parking Program) to serve individuals and families experiencing homelessness since October 2017; and

WHEREAS, the City and Housing Commission now desire to transfer administration of the Safe Parking Program to the Housing Commission and enter into a Memorandum of Understanding for the Provision of the Safe Parking Program (MOU) to identify the roles and responsibilities of the parties related to the oversight and administration of the Safe Parking Program for a one year term, with two one-year options to renew, a copy of which is included in the backup materials accompanying this Resolution; and

WHEREAS, Jewish Family Service, a 501(c)(3) nonprofit organization, (Operator) is the current operator of the Safe Parking Program; and

WHEREAS, the Housing Commission wishes to enter into an agreement with Operator for a one-year term from July 1, 2020 through June 30, 2021, with two one-year options to renew (Safe Parking Program Agreement); and

WHEREAS, funding for the Safe Parking Program is contingent on an executed Memorandum of Understanding between the City and Housing Commission for Homeless Housing, Assistance, and Prevention Program (HHAP) grant funding from the State of California Business, Consumer Services and Housing Agency (BCSH) 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 Safe Parking Program Agreement for a twelve-month period, from July 1, 2020 through June 30, 2021.
2. The President & CEO, or designee, is authorized to allocate and expend up to \$956,921 for the costs of the Safe Parking Program Agreement, to be funded from HHAP funds, contingent upon appropriation from the City.
3. The President & CEO, or designee, is authorized and directed to sign the MOU.
4. 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 Board of Commissioners of the Housing Commission Board (Housing Commission Board) or the Housing Authority.

5. The President & CEO, or designee, is authorized to substitute funding sources or increase compensation, or both, not to exceed twenty percent of the total costs for the term of the Safe Parking Program Agreement, without further action by the Housing Authority or the Housing Commission Board, but only if and to the extent funds are determined to be available for such purposes.

APPROVED: MARA W. ELLIOTT, General Counsel

By \_\_\_\_\_  
Katherine A. Malcolm  
Deputy General Counsel

KAM:soc  
05/28/2020  
Or. Dept: SDHC  
Doc. No. 2392686



The City of San Diego  
Item Approvals

Item Subject: Execution of a Memorandum of Understanding Between the San Diego Housing Commission and the City of San Diego for the Oversight and Administration of the Safe Parking Program.

Contributing Department	Approval Date
DOCKET OFFICE	05/26/2020
DEPARTMENT OF FINANCE	06/02/2020

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	05/20/2020
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	05/26/2020
CITY ATTORNEY	MALCOLM, KATE	06/02/2020