

REQUEST FOR HOUSING AUTHORITY ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

TO:

CITY ATTORNEY

2. FROM: (ORIGINATING DEPARTMENT)

SAN DIEGO HOUSING COMMISSION

3. DATE

September 15, 2000

4. SUBJECT: Supportive Housing Program Contract for Safe Havens

5. FOR INFORMATION, CONTACT: (NAME & MAIL STA.)

Kathi Houck, MS49

6. TELEPHONE NO.

53709

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2

☐

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND				
DEPT.				
ORGANIZATION				
OBJECT ACCOUNT				
JOB ORDER				
C.I.P. NO.				
AMOUNT				

9. ADDITIONAL INFORMATION / ESTIMATED COST:

COSTS OF CITY ATTORNEY'S REVIEW TO BE CHARGED TO OUSA #659

\$970,151 - Supportive Housing Program Award

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DIVISION DIRECTOR	<i>Pat Duplechan</i>			CITY MANAGER		
3	PROGRAM MANAGER	<i>Pat Zamora</i>			AUDITOR		
				2	CITY ATTORNEY	<i>Anita Noens</i>	9-18-00
				4	CHIEF OF STAFF	<i>Carrol Vaughan</i>	9/19/00
					MGR. DOCKET COORD.		
					COUNCIL REP.		
					RULES COMMITTEE		
					CONSENT		
					Refer to		
					ADOPTION		
					Date		10/3/00

11. PREPARATION OF:

X RESOLUTION(S)

☐ ORDINANCE(S)

☐ AGREEMENT(S)

☐ DEED(S)

Authorize the Chief Executive Officer to execute a renewal contract with HUD for the Supportive Housing Program (SHP) titled Safe Havens and to amend the FY01 Housing Commission Budget to reflect additional funds of \$970,151 provided under the 1999 SHP renewal grant for the Safe Havens program.

11a. EXECUTIVE DIRECTOR'S RECOMMENDATIONS:

Approve the Resolution

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): N/A

ENVIRONMENTAL IMPACT: N/A

OTHER ISSUES: N/A

CIVIL DIVISION

SEP 15 2000

SEP 15 2000

HOUSING AUTHORITY OF

THE CITY OF SAN DIEGO

RESOLUTION NO. _____

ADOPTED ON _____

A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO:
(1) EXECUTE A CONTRACT WITH THE U. S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT (HUD) AS FISCAL AGENT FOR
THE SUPPORTIVE HOUSING PROGRAM (SHP) TITLED SAFE HAVENS,
EPISCOPAL COMMUNITY SERVICES; AND (2) AMEND THE FY01
HOUSING COMMISSION BUDGET TO REFLECT ADDITIONAL FUNDS
OF \$970,151 PROVIDED UNDER THE 1999 SHP RENEW AL GRANT FOR
THE SAFE HAVENS PROGRAM.

WHEREAS, in December 1999, the San Diego Housing Commission was awarded a
1999 SHP grant in the amount of \$970,151 by HUD for the provision for renewal funding to
continue operation as fiscal agent for the Safe Havens SHP grant for an additional two year
period effective February 1,2000; and

WHEREAS, the San Diego Housing Commission originally applied and received funding
under this program in 1995 for a three year period extending from February 1997 through
January 2000; and

WHEREAS, Safe Havens currently provides twenty-eight transitional housing beds and
two walk-in day centers for the chronic, mentally ill homeless population; and

WHEREAS, these beds are an important resource to the City's Continuum of Care
Homeless Program; NOW, THEREFORE,

BE IT RESOLVED, that the Chief Executive Officer of the San Diego Housing Commission is authorized to: (1) execute a contract with HUD to accept \$970,151 in SHP renewal funds; (2) execute a contract with the nonprofit service provider, Episcopal Community Services, to provide renewal funding of \$947,052 for the SHP grant program called Safe Havens; and (3) amend the FY01 Housing Commission Budget to accept \$970,151 in SHP funds.

APPROVED: CASEY GWINN, General Counsel

BY Anita M. Noone

Anita M. Noone
Assistant Counsel

AMN:cdk
09/15/00
Or.Dept:SDHC
HA-2001-4



Good Neighbors

San Diego Housing Commission

REPORT

DATE: For the Housing Authority Agenda of October 3, 2000

REPORT NO: HAR 00-001

SUBJECT: Supportive Housing Program Sponsor Contract and Budget Amendment for Safe Havens

SUMMARY

Issue No. 1: Should the Housing Authority renew federal funding to continue the Supportive Housing Safe Havens Program, a transitional housing program for formerly homeless people with mental illness?

Recommendation No.1: It is recommended that the Housing Authority renew this grant and contract with HUD for the funding, and execute a subcontract, in a form acceptable to the General Counsel, with Episcopal Community Services (ECS) as program sponsor.

Issue No. 2: Should the Housing Authority authorize the CEO to amend the FY01 Housing Commission Budget to reflect additional funds of \$970,151 provided under the 1999 SHP renewal grant for the Safe Havens program?

Recommendation No. 2: It is recommended that the Housing Authority authorize the CEO to amend the FY01 Housing Commission Budget as reflected in Attachment 1 as follows:

- a. Increase Special Purpose Housing in the Rental Assistance Programs' Loans and Grants line by \$947,052 and
- b. Increase Reserves by \$23,099. These funds will be utilized by the San Diego Housing Commission for administration of the grant over a two year period.



Fiscal Impact: An increase of \$970,151 from federal funds to the FY01 Housing Commission Budget which will be used to support transitional housing and related services for homeless mentally ill individuals over a two year period.

Certificate of Funding Availability:

Certificate No: 01-065
Amount: \$947,052
Revenue Source: Rental Assistance Special Purpose
Division: Rental Assistance Programs
Line Item: Loans and Grants
OUSA No.: 359

Affordable Housing Impact: This renewal will continue funding to support 28 transitional beds for the chronic, homeless mentally ill population.

Consolidated Plan Consistency: These contracts are consistent with the Consolidated Plan that states: "The City will provide higher levels of coordination, facilitate interagency communication and conduct aggressive resource development to ensure that the maximum number of services and affordable housing opportunities are available to homeless persons making the transition to permanent housing."

Previous Related Actions: On May 7, 1999, the Housing Commission authorized staff to: (1) submit an application to HUD under the 1999 Continuum of Care SuperNOFA process to renew the 1995 Supportive Housing Program for Safe Havens and, (2) if funding was received, proceed to Housing Authority to accept the funding award.

BACKGROUND

The purpose of the Continuum of Care Homeless Assistance Programs, authorized under the federal Stewart B. McKinney Homeless Assistance Act, is to fund projects that will fill gaps in locally developed Continuum of Care systems, thereby assisting homeless persons in moving to self-sufficiency and permanent housing.

As a Continuum of Care Homeless Assistance Program, the SHP is designed to develop supportive housing and services that will enable homeless persons to live as independently as possible. Eligible applicants are states, units of local government, housing authorities and nonprofits. Eligible activities include permanent housing for persons with disabilities, transitional housing and supportive services.



Safe Havens is a program funded under the SHP that provides transitional housing and supportive services for homeless persons who are severely mentally ill. Safe Havens was first funded under a 1995 SHP grant, with operation of the three-year program beginning on February 1, 1997 and ending on January 31, 2000.

On February 26, 1999, HUD issued a new Notice of Funding Availability (NOFA) for its Continuum of Care Homeless Assistance Programs. A request to renew the Safe Havens program for an additional two years, through SHP funding, was included as part of the City's 1999 Continuum of Care application. As with the 1995 Safe Havens application, the Housing Commission served as the applicant for the renewal request.

On December 25, 1999, HUD awarded the Housing Commission a two-year renewal grant of \$970,151. As part of the process, ECS was requested to submit a technical submission to HUD after the award announcement was made. Acceptance of this technical submission preceded HUD's issuance of a contract on September 7, 2000. The renewal grant is effective as of February 1, 2000. As the applicant and grantee, the Commission will serve as the fiscal agent for the sponsor, Episcopal Community Services, whose program has been allocated a specific budget by HUD under the renewal grant.

DISCUSSION

Safe Havens' purpose is to provide safe, affordable transitional housing and supportive services to homeless mentally ill individuals. For the past 3 years, Safe Havens has been operating a successful program providing 28 transitional beds and two walk-in day centers as part of the City's Homeless Continuum of Care system.

Under the existing Safe Havens program, Episcopal Community Services provides beds, along with support services. Part of the existing grant was utilized to acquire and renovate the 22 bed facility located at 1425 C Street.

The renewal grant will provide ongoing leasing, supportive and operating funds at the same program level for a two-year period commencing February 1, 2000.

Under both the original grant and the renewal, the Commission served as the applicant. As such, the Commission assumes fiscal agent responsibilities, provides project oversight and is responsible for submitting annual performance reports to HUD. As fiscal agent, the Commission disburses the SHP funds in accordance with the terms of its subcontract with ECS.



The \$970,151 in funding is allocated as follows; the budget breakdown for the Special Purpose Activity Budget is included as Attachment 1.

Operating	\$ 89,242.
Supportive Services	\$750,711.
Leasing	\$84,000.
Administration	\$46,197.

The Administration fee of 5% of the total grant is based on each provider's budget. The fee of 5% is split 50/50 between ECS and the Commission.

As stated previously, Safe Havens has been a successful program, adding 28 beds to the City's Continuum of Care Program. The Mayor recently cited the program as one which the City should replicate. In December 1999, the City Council concurred. Toward this end, City staff is endeavoring to obtain State funding to support more beds for the severely mentally ill, such as ECS' Safe Havens. Like HUD, Housing Commission staff support the continuation of this program and thereby recommend that the CEO be authorized to execute the proposed contracts and all other documents necessary to move implementation of this renewal grant forward.

ALTERNATIVES

Do not authorize execution of the proposed contracts, resulting in the loss of 28 transitional housing beds and two walk-in day centers for the chronic, homeless mentally ill population.

Respectfully submitted,

Approved by,

Patricia Duplechan
Director, Housing Programs

Elizabeth C. Morris
Chief Executive Officer

HOUCK

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Attachment 1:	Summary of Expenditures - Special Purpose Activity
Attachment 2:	Proposed Contract with HUD
Attachment 3:	Proposed Contract with Episcopal Community Services



Attachment 1

FY01 Special Purpose Housing Activity Budget

	Current Budget	Proposed Revision	Revised Budget
Salaries & Benefits	192,775		192,775
Services & Supplies			0
Legal	6,500		6,500
Training	1,150		1,150
Travel	2,352		2,352
Contract/Consultant	91,000		91,000
Office Rent	7,788		7,788
Data Processing	1,000		1,000
Sundry	6,964		6,964
Equipment	553		553
Total Services & Supplies	117,307		117,307
Housing Programs			
Loans & Grants	2,919,334	947,052	3,866,386
Total Housing Programs	3,229,416	947,052	4,176,468
FY01 Reserves Budget		23,099	23,099
Reserves		23,099	23,099
Total Budget	3,229,416	970,151	4,199,567



1999 SUPPORTIVE HOUSING PROGRAM

RENEWAL GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the San Diego Housing Commission, 1625 Newton Avenue, San Diego, CA 92113, the Recipient, whose Tax ID number is 95-3390896 for Project Number CA16B901003 to be located at 1425 C Street, San Diego, CA 92104.

The assistance which is the subject of this Grant Agreement is authorized by Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq. as amended (the Act)). The term grant or grant funds means the assistance provided under this Agreement. This grant agreement will be governed by the Act and the provisions of Attachment A which is attached hereto and made a part hereof and the Notice of Fund Availability (NOFA) published at 64 FR 9618 on February 26, 1999. The term "application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, and are incorporated herein; however, in the event of any conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the application.

Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement for a period of two years. Eligible costs, as defined by the Act and Attachment A, incurred between the end of Recipient's final operating year under the original Grant Agreement and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this renewal grant.

HUD's total fund obligation for this project is \$970,150, allocated as follows:

1.	Grant for Operating	<u>\$ 89,242</u>
2.	Grant for Supportive Services	<u>\$750,711</u>
3.	Grant for Leasing	<u>\$ 84,000</u>
4.	Grant for Administration	<u>\$ 46,197</u>

The Recipient must provide a 25 percent cash match for supportive services pursuant to HUD's FY 1999 Appropriations Act.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or

(f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or

(g) continue the grant with a substitute recipient of HUD's choosing; or

(h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

Signature and Date

William K. Barth

Typed name of signatory

Director, Office of Community Planning and Development

Title

RECIPIENT

San Diego Housing Commission

Name of Organization

By:

Authorized Signature and Date

Elizabeth Morris

Typed name of signatory

Executive Director, San Diego Housing Commission

Title

Official Contact Person and Telephone No. and Fax No.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR SUPPORTIVE HOUSING PROGRAM SERVICES
WITH
EPISCOPAL COMMUNITY SERVICES

Contract No. 00-____

THIS AGREEMENT, entered into this ____ day of _____, 2000,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, California 92113

and the Contractor:

EPISCOPAL COMMUNITY SERVICES
Post Office Box 33168
San Diego, California 92163-3168
Attention: Director, Purchasing and
Contract Administration

101. DESCRIPTION OF WORK

Pursuant to the Commission's 1999 Supportive Housing Program (SHP) Safe Havens Renewal Grant Agreement dated ____ between the Commission and the United States Department of Housing and Urban Development (HUD), Contractor shall provide Supportive Housing Program services to homeless mentally ill individuals in the form of supportive housing and assistance in acquiring a stable income.

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:

- Attachment 1. General Provisions
- Attachment 2. Specifications/Scope of Service
- Attachment 3. 1998 Technical Submission
- Attachment 4. Record-keeping Requirements
- Attachment 5. Certificate of Compliance

- Attachment 6. Supportive Housing Program Regulations (24 CFR Part 583), References in SHP Rule in the McKinney Act (42 U.S.C. 1381-113839) and Reference Applicable to SHP in the General HUD Program Requirements; WAIVER (61 FR 5202)
- Attachment 7. Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, 24 CFR Part 84
- Attachment 8. Cost Principles for Non-Profit Organizations, OMB Circular A-122
- Attachment 9. Audits of States, Local Governments, and Non-Profit Institutions, OMB Circular A-133
- Attachment 10. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, OMB Circular A-110

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective February 1, 2000 through January 31, 2002.

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, "1999 Technical Submission", 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 FORTY SEVEN THOUSAND FIFTY-TWO DOLLARS (\$947,052). Of this, NINE HUNDRED TWENTY THREE THOUSAND NINE HUNDRED FIFTY THREE DOLLARS (\$923,953) is to be used to cover SHP expenses and up to TWENTY THREE THOUSAND NINTY-NINE DOLLARS (\$23,099) is to be used to cover SHP administrative expenses (\$23,099). 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 (Scope of Services) 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 in order that a modification may be initiated. In no event shall the compensation paid to the Contractor in any year exceed the amount set forth for the applicable year, as referenced in Contract Attachment No.3.

- Attachment 6. Supportive Housing Program Regulations (24 CFR Part 583), References in SHP Rule in the McKinney Act (42 U.S.C. 1381-113839) and Reference Applicable to SHP in the General HUD Program Requirements; WAIVER (61 FR 5202)
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Subject to the availability of budgeted funds, the Chief Executive Officer has the authority to increase the maximum compensation by an amount not to exceed ten percent (10%) (\$97,015) of

the sum stated in the above paragraph without further action by the Commission and/or Authority.

Further, the SDHC 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 SDHC and/or the Housing Authority of the City of San Diego 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 215 of this Agreement.

c. Method of Payment

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

105. HUD GRANT AGREEMENT REQUIREMENTS

a. Default. Contractor shall be in default of this Grant Agreement if any of the following conditions occur during the term of this Agreement. Contractor:

1. Uses any of the grant funds for a purpose other than authorized by the Grant Agreement;
2. Fails to provide supportive housing services for the minimum term of the Agreement in accordance with the provisions of Contract Attachment No. 6;
3. Fails to strictly comply with the requirements of Contract Attachment No. 6;
4. Materially breaches any of the covenants on its part to be performed under the terms of the Grant Agreement;
5. Misrepresents any matter in the grant application, which, if known by HUD, would have resulted in the Grant not having been made; and,
6. Any other breach of the terms of the Grant or of the Agreement between HUD and the Commission as referenced herein.

b. Actions upon breach. Upon the Commission's determination that there has been a

default as referenced in Paragraph 105.a. hereof, the Commission may, at its option, after five (5) days written notice to the Contractor, take any or all of the following actions:

1. Direct the Contractor to submit progress schedules, as dictated by the Commission and/or HUD, for completing the approved activities;
 2. Issue a letter of warning to the Contractor of the default, establishing a date by which corrective actions must be completed and putting the Contractor on notice that more serious actions will be taken if the default is not timely cured or is repeated;
 3. Direct the Contractor to establish and maintain a management plan that assigns responsibilities for carrying out the remedial actions by the Contractor;
 4. Direct the Contractor to suspend, discontinue or not incur costs for the affected activity;
 5. Reduce or recapture the Grant from the Contractor;
 6. Direct the Contractor to reimburse the program accounts for costs inappropriately charged to the program;
 7. Substitute a new Grantee for the Contractor, with HUD approval;
 8. Any other appropriate action, including but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory relief and/or judgment, specific performance, damages, temporary or permanent injunctions and any and all other available remedies; or
 9. Any other action directed and/or approved by HUD.
- c. Amendment. An amendment to the HUD Grant Agreement and this Agreement may be only made in writing. More specifically, the Contractor may not change the location, services or population to be served nor shift more than ten percent (10%) of the funds from one approved type of activity to another, or make any other significant change in the Agreement without the express written approval of the Commission and HUD, if required by the terms of the Grant.

106. NOTICES

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

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

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This contract 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 Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, 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 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 its contract with Contractor.

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

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

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

205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder .

(b) Contractor shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

206. Insurance

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

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the

Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

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

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

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

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

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. Supportive Housing Program Conditions

During the performance of this Contract, the Contractor agrees to comply with the Supportive Housing Program covenants and conditions as set forth in Contract Attachments 6 through 10, inclusive, which are incorporated herein by reference.

209. Equal Opportunity Programs

During the performance of this Contract, 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 Workforce Report and Certificate of Compliance with Title

Rev: 1/99

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. 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.

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

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

210. 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.

211. Subcontracting

(a) No services covered by this Contract 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.

212. 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 Contract 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.

213. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract 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 Contract.

214. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission 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, that 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. “

215. Termination

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

216. Attorney's Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, 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.

217. Entire Agreement

Contract represents the sole and entire agreement between the Commission and the 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 Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

218. Partial Invalidity

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

219. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract 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 contract, 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.

220. 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 contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

221. 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 contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

222. Drug-free Workplace

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

1. 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.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

223. 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.

224. Labor Provisions

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

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 Housing 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 excised 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 Housing Commission to exercise the option to extend the Agreement.

(e) The SDHC and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the SDHC 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 SDHC and/or 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. Section 3 Contract Clauses

(a) The work to be performed under this contract 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 contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract 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 contract 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 contract 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 contract. 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 contract 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).

227. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

228. 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:

- (1) 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;
- (2) 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;
- (3) Contractor will require that the above stated language be included in the award documents for all sub awards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
- (4) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES

ECS shall perform the scope of services in accordance with the requirements set forth in the attached pages 124 through 131 and page 132e from the SuperNOFA Application dated May 26, 1999. That scope of services/specifications are expressly incorporated herein by reference.

More specifically, ECS will provide supportive housing and services for homeless mentally ill individuals. Supportive services will be designed to eliminate participants from returning to homelessness by assessing clients' immediate needs by providing them with emergency services such as food or medical treatment, and addressing clients' long term needs for legal, financial, job training, and other assistance.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR: .

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 3 COMPENSATION

The Commission shall compensate the Contractor in accordance with the compensation schedules attached. The compensation shall not exceed the amount set forth in Section 104 (b) of this Agreement. The compensation shall be paid to Contractor by Commission upon the Contractor's satisfactory completion of the services/specifications set forth in Contract Attachment No.2, periodically, as billed by the Contractor and approved by the Commission. Pages _____ from the HUD approved Technical Submission concerning the compensation to be paid for the services are expressly incorporated herein by reference.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 4 RECORD-KEEPING REQUIREMENTS

1. Contractor will collect and maintain information on each participant in a Tenant File which should include:
 - Application for program participation
 - Initial assessment/case history
 - Service Plan
 - Residential rent computation, if applicable
 - Reassessment(s)
 - Program changes
 - Date of release from program (including initial location or address)
 - Documentation of terminations and appeals
 - Follow-up documentation on program residents (to determine program's success)
2. Episcopal Community Services (ECS) shall be responsible for collecting and submitting an Annual Progress Report on the Safe Havens program at the end of each program year. Reports are due to HUD no later than sixty (60) days after the end of each operating year. Failure to submit the report in a timely manner may lead to a delay in receiving future grant funds.
3. Requests for funds shall be submitted, with supporting documentation, on a monthly basis using Request for Funds form and the Expense Report provided by the SDHC. Supporting documentation for direct staffing costs include time cards, payroll receipts or other "hard" evidence, including hourly pay rate.
4. Contractor shall report on a bi-annual basis all subcontract activity of \$10,000 or more, and all Minority Business Enterprise activities funded with SHP funds, as specified on HUD Form 2516.
5. Contractor shall maintain appropriate documentation verifying resources for required match.
6. Financial records, supporting documents, statistical records, and all other records pertinent to an award must be retained for three years from the date of submission of final expenditure report or, for awards renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report as authorized by HUD.
7. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

8. Changes to the Safe Havens project as stated in the HUD-approved grant application require prior SDHC notification and/or approval and must be fully documented and maintained in ECS' records. Significant changes, such as change in project site, additional or deletions in the types of activities listed as part of the approved program, a shift of more than ten percent of funds from one approved type of activity to another, or a change in the category of participants to be served require HUD approval in addition to SDHC approval and must be fully documented and maintained in ECS records.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

**CONTRACT ATTACHMENT NO. 5
CERTIFICATE OF COMPLIANCE**

**EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION**

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

EPISCOPAL COMMUNITY SERVICES

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Name of Authorized Official

Title

Signature of Authorized Official

Date

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 6
SUPPORTIVE HOUSING PROGRAM REGULATIONS
24 CFR PART 583

Contractor shall perform the services set forth herein in strict compliance with the applicable provisions of 24 CFR Part 583, as amended from time to time, as currently set forth on Pages 252 through 267 and as referenced in pages 1 through 6, which pages are expressly incorporated herein by reference.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 7
GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER
EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS
24 CFR PART 84

Contractor shall comply with the provisions of 24 CFR Part 84, as amended from time to time, that are applicable to the services being performed by the Contractor under the terms of this Agreement. Portions of 24 CFR Part 84, as it is currently worded, Pages 367 through 403, are attached hereto and are expressly incorporated herein by reference.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 8
COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS
OMB CIRCULAR A-122

Contractor shall, to the extent applicable, comply with the relevant provisions of OMB Circular A-122, as amended from time to time, a copy of which is attached hereto as Pages 1 through 60. Said pages are expressly incorporated into this Agreement.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 9
AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT
INSTITUTIONS
OMB CIRCULAR A-133

Contractor shall comply with the provisions of OMB Circular A-133, as it shall be amended from time to time. A copy of such Circular, as currently worded, is attached hereto in Pages 1 through 30. Said Circular is expressly incorporated herein by reference

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR: .

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**

CONTRACT ATTACHMENT NO. 10
UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND
AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND
OTHER NON-PROFIT ORGANIZATIONS
OMB CIRCULAR A-110

Contractor shall comply with the provisions of OMB Circular A-110, as it shall be amended from time to time, in performing under the terms of the Agreement. Attached hereto on Pages 1 through 37 is a copy of OMB Circular A-110, as currently worded. Said Circular is expressly incorporated herein by reference.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

EPISCOPAL COMMUNITY SERVICES

By: _____

Title: _____

Date: _____

Approved as to Form:

Detisch & Christensen

By: _____

General Counsel San Diego
San Diego Housing Commission

Date: _____

**Signature on File
With Original Document**