



SAN DIEGO
HOUSING
COMMISSION

HOUSING AUTHORITY REPORT

DATE ISSUED: June 6, 2011

REPORT NO: HAR 11-031

ATTENTION: Members of the San Diego Housing Authority
For the Agenda of July 12, 2011

SUBJECT: Contract with YWCA to Operate Cortez Hill Family Center

COUNCIL DISTRICT: 2

REQUESTED ACTION:

Approve a contract with the YWCA to operate the Cortez Hill Family Center in FY2012

STAFF RECOMMENDATION:

Approve and seek final Housing Authority approval to enter into a contract with the YWCA to operate the Cortez Hill Family Center in FY2012.

SUMMARY:

In 2002, the City of San Diego completed an acquisition and rehabilitation of a motel at 1449 Ninth Avenue in the Cortez Hill neighborhood of San Diego to use as a transitional housing center for homeless families. The City leases the facility to the YWCA of San Diego County; the current lease term expires in 2022.

The site houses approximately 150 families (600 individual clients) over the course of a year, or 45 families on any given night. In addition to housing, case management services are provided to help the families achieve financial stability and obtain permanent housing.

In past years the City contracted with the YWCA to operate this shelter program for families at the site. With the transfer of homeless activities from the City to the Housing Commission, it is recommended that staff be authorized to enter into a sole-source operating agreement with the YWCA for FY2012.

Operation of the Center, which annually costs approximately \$780,000, is funded with a combination of CDBG, Emergency Shelter Grant (ESG), Housing Commission, and other public and private monies. The public-funded portion of the budget for FY 2012 (\$750,000) is approximately \$100,000 more than last year's City funding, which fell short of covering all the costs for the program. Funding to the YWCA of approximately \$30,000 will be provided by the State CDE-CACFP (food program) for a total program budget of \$780,000

The FY2012 budget for the Center is as follows:

\$200,000 Housing Commission funds
\$187,184 CDBG funds
\$362,816 ESG funds
\$750,000 Total Contract budget

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Contract with YWCA to Operate Cortez Hill Family Center

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More ESG funds may become available; if this is the case, the Housing Commission's \$200,000 commitment will be reduced in proportion to the increase in ESG funds. The total contract amount will remain at \$750,000.

FISCAL CONSIDERATIONS:

The \$200,000 of FY2012 Housing Commission funds and the \$187,184 of CDBG funds and the ESG funds (\$362,816) are included in the Housing Commission-approved FY2012 Budget

EQUAL OPPORTUNITY/CONTRACTING:

YWCA of San Diego is not certified as Disadvantaged, Woman Owned or Disabled Veteran Business Enterprises. A Certificate of Compliance and Workforce Analysis have been provided and show that the YWCA is in compliance with the Housing Commission Equal Opportunity Program, Federal, State and local laws. Information on the Workforce Analysis indicates that 90 percent of the YWCA workforce is disadvantaged.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

The City Council approved the CDBG funding on March 21, 2011. This item is scheduled to be heard by the Housing Commission Board at the June 10, 2011 Meeting. Staff will be available to report on the outcomes.

ENVIRONMENTAL REVIEW:

This activity is not a project pursuant to Section 15060(c)(3) of the State of California Environmental Quality Act Guidelines. Operation of the facility is categorically excluded pursuant to Section 58.35(b)(2) and (3) and exempt per 58.34(a)(4) of the National Environmental Policy Act.

Respectfully submitted,



Cissy Fisher
Vice President
Special Housing Initiatives

Approved by,



Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

Attachment: Contract

Hard copies are available for review during business hours in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials on the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
OPERATION OF TRANSITIONAL HOUSING CENTER
AT CORTEZ HILL FAMILY CENTER
WITH
YWCA OF SAN DIEGO COUNTY
CONTRACT NO. SHI-11-05

THIS AGREEMENT, entered into this ____ day of _____ 2011, between the

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

and the Contractor: YWCA OF SAN DIEGO
1012 'C' Street
San Diego, California 92101

101. DESCRIPTION OF WORK

Contractor shall operate a transitional housing center for homeless families at the Cortez Hill Family Center (the "Project") to provide shelter and services for homeless persons in the City of San Diego as generally described in the specifications/scope of services attached hereto in Contract Attachment No. 2, and in accordance with the Project Budget attached hereto in Contract Attachment No. 3. Pursuant the applicable provisions of the Procurement Policy of the Commission, a sole source memorandum has been prepared, is executed, and is on file in the office of the San Diego Housing Commission. The Commission is entering into this Agreement as a sole source contract pursuant to that authority.

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 Service, Contract Attachment No. 2
3. Project Budget, Contract Attachment No. 3

4. Certificate of Compliance, Contract Attachment No. 4
5. Workforce Report, Contract Attachment No. 5

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective July 1, 2011 through June 30, 2012.

104. COMPENSATION AND METHOD OF PAYMENT

a. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)** consisting of the following funding sources: \$200,000.00 of Housing Commission funds; \$187,184.00 of Community Development Block Grant ("CDBG") funds allocated by the City of San Diego for the funding of social services in Fiscal Year 2012; and, \$363,000.00 of Emergency Shelter Grant ("ESG") funds available for the funding of social services in Fiscal Year 2012.

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) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

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

b. 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

and provided that all reports required under this Agreement (including those required in the Playing By the Rules Handbook provided by HUD) are received by Commission within fifteen calendar days of the end of the reporting period, 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.

c. Payment Restrictions

Contractor shall not be reimbursed for any expenditure without proof that each expenditure has been paid in full by Contractor. Contractor shall not be reimbursed with CDBG funds or ESG funds for alcoholic beverages, under any circumstances. Contractor shall not be reimbursed for any costs incurred in its operations, directly or indirectly, during any period of federal, state or local debarment, suspension or ineligibility of Contractor, when Contractor has notice (actual, constructive, or implied) of such debarment, suspension or ineligibility. Any expenditure by Contractor that is not within the prescribed limitations set forth in this Agreement (including the Project Budget), the Playing by the Rules Handbook, and applicable laws, rules and regulations governing this Agreement, is not chargeable to the Project and shall be borne solely by Contractor.

If Contractor receives (or has received) additional funding for the Project from a source or sources other than the Commission, the use of which requires that Contractor make an accounting to, or be subject to, an audit by such other source, then Contractor shall charge expenditures to the appropriate funding source at the time incurred. Any cost incurred in connection with the Project which is properly chargeable to, and actually claimed for compensation under, a funding source other than the Commission, shall not be allowed as a chargeable cost under this Agreement.

d. Program Income

Program Income is any income that accrues to Contractor as a result of its receipt and/or use of CDBG funds and/or ESG funds under this Agreement, as further described in 24 C.F.R. 570.500 subd. (a), including, but not limited to, any rents, interest earned, and client fees. Contractor may use Program Income to improve the services performed by Contractor under this Agreement, provided that Contractor submits to the Commission a written budget detailing Contractor's proposed use of the Program Income, and Contractor obtains prior written approval from the Commission of a written budget.

Contractor shall separately account for any and all Program Income accrued and/or used by Contractor. In addition, Contractor shall include an accounting of any and all Program Income accrued and/or used by Contractor in its monthly (or quarterly) reports, and its annual audits and/or financial reports, submitted to the Commission. If the Commission grants approval of Contractor's written budget regarding Contractor's proposed use of Program Income, all provisions of this Agreement shall apply to the specified activities contained in the written budget. In such event, Contractor acknowledges that all transfers of CDBG funds and/or ESG funds by the Commission to Contractor shall be adjusted according to the principles described in 24 C.F.R. 570.504 subds. (b)(2)(i) and (ii). If the Commission does not grant approval of Contractor's written budget regarding Contractor's proposed use of Program Income, Contractor shall return to the Commission

any and all Program Income balances (including investments thereof) held by Contractor within thirty calendar days of the expiration or termination of this Agreement (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

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.

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

CONTRACTOR:

YWCA OF SAN DIEGO COUNTY

By: Heather Finlay
Heather Finlay

Title: Chief Executive Officer

Date: 6/14/11

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Carrol Vaughan

Title: Executive Vice President & Chief
Operating Officer

Date: _____

Approved as to Form:
CHRISTENSEN & SPATH LLP

By: _____
Charles B. Christensen
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1
GENERAL PROVISIONS

200. GENERAL PROVISIONS

201. Status of Contractor

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

202. Project Records

(a) General. Contractor shall maintain, and require its subcontractors to maintain, all Project Records during the term of this Agreement. Project Records are all administrative and/or financial records required in connection with the Project that are prepared and/or gathered by Contractor, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data and/or records pertaining to all matters covered in this Agreement or required by the Playing by the Rules Handbook, or any provision of applicable local, state or federal law.

(b) Accounting Records. Contractor shall maintain, and require its subcontractors to maintain, complete and accurate accounting records, in accordance with General Accepted Accounting Principles. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies as provided in this Section 202.

(c) Inspection and Photocopying. At any time during normal business hours and as often as requested, Contractor shall permit, and require its subcontractors to permit the Commission, the Department of Housing and Urban Development ("HUD"), the Comptroller General of the United States ("Comptroller General"), or any of their duly authorized representatives, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Commission), all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and/or evaluating Contractor's performance of its obligations and/or duties under this Agreement. The Commission, HUD, and Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the Commission, HUD, or Comptroller General in its sole discretion. The Commission will keep all copies of Project Records in the strictest confidence required by law. If Contractor is unable to make any Project Records available for inspection within the County of San Diego, then Contractor shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained.

(d) Ownership of Materials and Documents. Any and all Project Records prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and

the Contractor shall deliver such Project Records to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such Project Records for his own file or for other purposes as may be authorized in writing by the Commission.

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

(f) Storage Period. Contractor shall store, and require its subcontractors to store, all Project Records for a period of not less than five years after Contractor's final submission of all required reports under this Agreement, or five years after the Commission and Contractor make all final payments, or until all pending matters (including audit findings) have been resolved, whichever is longest. All Project Records shall be kept at Contractor's (or relevant subcontractor's) regular place of business. At any time during the storage period, Contractor shall permit, and require its subcontractors to permit, the Commission, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all Project Records for the purposes described in above. After the storage period has expired, Contractor shall provide the Commission with thirty calendar days written notice of its intent to dispose of any Project Records.

203. Documents and Written Reports

(a) Monthly Reports. Contractor shall submit to the Commission a fiscal and programmatic report on a monthly basis (or if Contractor elects at the outset of the term of this Agreement, on a quarterly basis) that summarizes the Project expenditures and Project goals accomplished during the reporting period, along with any relevant supporting documentation. Each report shall be submitted within fifteen calendar days of the end of each reporting period.

(b) Year-End Report. Contractor shall submit to the Commission a narrative report that summarizes the project goals accomplished during the term of this Agreement. This report shall be limited to two pages in length, and shall be submitted within thirty calendar days of the expiration of this Agreement, or in the event of earlier termination, within thirty calendar days of such termination.

(c) 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.

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 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.

(g) Contractor shall comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, each of the following:

- (1) The conflict of interest provisions in 24 C.F.R. 570.611, 24 C.F.R. 576.57 subd. (d) and in OMB Circular No. A-110;
- (2) California Government Code sections 1090 et seq. and 81000 et seq.;
- (3) California Corporations Code sections 7230 – 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 – 5240 (applicable to nonprofit public benefit corporations);
- (4) The City's Ethics Ordinance, codified in San Diego Municipal Code sections 27.3501 – 27.3595; and
- (5) The San Diego Housing Commission's Conflict of Interest Policy PO101.000.

(h) If Contractor violates any conflict of interest law, or any provisions of this Section 204, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies allowed under applicable local, state and/or federal law. Further, any such violation shall subject Contractor to liability to the Commission for attorney's fees and all damages sustained as a result of the violation.

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, hold harmless and defend the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, and agents 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 Agreement or transactions related to it.

(c) Contractor's duty to indemnify, hold harmless and defend shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Commission, the Housing Authority, the City or any of their respective commissioners, officers, employees or agents.

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 Agreement.

(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 Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) 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.

(f) 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 thirty days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

(g) 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 Workforce 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 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. Non-Discrimination

(a) Contractor shall not discriminate, and require its subcontractors not to discriminate, on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, color, familial status, or disability, in the solicitation, selection, hiring, or treatment of its

employees, any applicants for employment, any subcontractors, vendors, or suppliers.

(b) Contractor shall not discriminate, and require its subcontractors not to discriminate, on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, color, familial status, or disability, in the solicitation, selection, or treatment of participants or prospective participants of the facilities and services provided pursuant to this Agreement.

(c) Contractor shall make known that use of the facilities and services provided pursuant to this Agreement are available to all on a nondiscriminatory basis. If the procedures that Contractor intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the Contractor must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Contractor shall also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

(d) Violation of any provision of this Section 209 shall be considered a material breach of this Agreement, and may result in remedies being ordered against Contractor up to, and including, immediate termination of this Agreement, debarment, and other sanctions.

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 C.F.R. Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

(e) Contractor shall not employ, award any contract to, engage the services of, or fund any Subcontractor, during any period of federal, state or local debarment, suspension, or ineligibility of Subcontractor, when Contractor has notice (actual, constructive, or implied) of such debarment, suspension or ineligibility.

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 Scope of Services 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. Recognition of Funding Source

Contractor shall ensure recognition of the role of the federal CDBG and ESG Programs in funding the project under this Agreement. All activities performed, facilities and items utilized, and publications prepared, in connection with this Agreement shall be prominently labeled to reference the use of CDBG funds and ESG funds from HUD as a funding source. The reference shall be worded as follows: "This project is funded in whole or in part with Community Development Block Grant (CDBG) Program funds and Emergency Shelter Grant (ESG) Program funds provided by the U.S. Department of Housing and Urban Development (HUD)."

214. Termination

(a) Available Remedies. Other provisions of this Agreement notwithstanding, if Contractor materially fails to comply with the terms and conditions of this Agreement, Commission's remedies may include, but are not limited to, each of the following:

- (1) Suspending one or more payments to Contractor, pending correction of the deficiency by the Contractor;
- (2) Disallowing funds for all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspending or terminating the current award for the Project;
- (4) Withholding further awards for the Project;
- (5) Terminating this Agreement; and/or
- (5) Any other remedies that may be legally available.

If Commission notifies Contractor that Commission has suspended payments or disallowed funds, or that the Commission has partly suspended the current award for the Project, Contractor shall not expend any funds related to, or connected with, any area of controversy or conflict that resulted in the suspension, disallowance, or partial suspension of funding. If the Commission wholly suspends or terminates the current award for the Project, Contractor shall cease expending funds in connection with the Project.

(b) Termination for Convenience. The Commission or Contractor may terminate this Agreement for any reason at any time during the term of this Agreement on thirty (30) days written notice to the other party, the effective date of cancellation being the 30th day of said written notice.

(c) Termination for Material Failure. The Commission, at its sole discretion, may terminate this Agreement upon fifteen (15) calendar days written notice to Contractor if Contractor materially fails to comply with the terms of this Agreement and/or the federal, state and local rules and regulations applicable to the award of funds under this Agreement.

(d) Continuing Responsibilities.

- (1) In the event this Agreement is terminated, Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's performance of its obligations and duties under this Agreement. For services rendered in completing the work, Contractor shall be entitled to fair and reasonable compensation for the services performed by Contractor before the effective date of termination. By accepting payment for completion, Contractor discharges the Commission of all of the Commission's payment obligations and liabilities under this Agreement.
- (2) Contractor shall deliver to the Commission the originals of all Project Records within fifteen calendar days of the termination date of this Agreement.
- (3) Upon the expiration or termination of this Agreement, Contractor shall transfer to the Commission any CDBG funds, ESG funds and/or Program Income on hand at the time of such expiration or termination, and any accounts receivable attributable to the use of CDBG funds, ESG funds, and/or Program Income.
- (4) Upon the expiration or termination of this Agreement, Contractor shall ensure that the use of any real property under Contractor's control that was acquired or improved, in whole or in part, with CDBG funds (including CDBG funds provided to Contractor in the form of a loan) in excess of \$25,000, and/or Program Income in excess of \$25,000, is either:
 - (i) used to meet one of the national objectives in 24 C.F.R. 570.20 until five years after expiration or termination of this Agreement; or
 - (ii) paid to the Commission, at any time prior to five years from the expiration or termination of this Agreement, in an amount equal to the then-current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds and/or non-Program Income for the acquisition of, or improvement to, the property. Such payment shall be Program Income to the

Commission.

215. Attorney's 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, and shall require its subcontractors to 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:

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

(c) 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.

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

(a) 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.

(b) 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 \$2,500, 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. 327-339) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

224. 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.

225. 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 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.

226. 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.

227. Section 3 Contract Clauses

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

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

(f) Noncompliance with HUD's regulations in 24 C.F.R. 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).

228. HUD Audit Requirement

(a) For each of Contractor's fiscal years in which Contractor receives CDBG funds or ESG funds, Contractor shall have Financial Statement audits prepared in accordance with Generally Accepted Accounting Practices and audited by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards. This audit shall include the following statements:

- (1) an audited financial statement to include a Balance Sheet, Income Statement, and Cash Flow Statement showing use of revenues and expenditures of all funds received by Contractor;

- (2) a statement certifying compliance with all terms and conditions of the Agreement, and that all required reports and disclosures have been completed, signed, and submitted by an executive officers of Contractor; and
- (3) copies of the State Form 199 and the Federal Form 990 signed tax reports that have been submitted to the taxing agency.

Contractor shall provide the Commission a copy of the Financial Statement Audit within 150 calendar days of the end of Contractor's fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by City, upon written request by Contractor.

(b) Nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$500,000 or more a year shall have an Annual Single Audit conducted in accordance with the requirements of Federal OMB Circular A-133, pursuant to the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1990 (31 U.S.C. 7501-07). Contractor shall ensure that the Single Audit is completed within 180 calendar days of the end of Contractor's fiscal year. Contractors completing audits by calendar year (rather than fiscal year) shall ensure that the Single Audit is completed within 180 calendar days of December 31st. Contractor shall provide the Commission with a copy of the Single Audit within fifteen calendar days of Contractor's receipt of the audit.

(c) Contractor shall ensure that the Financial Statement Audit and Annual Single Audit are completed by a Certified Public Accountant. Individual projects funded by the Commission shall be clearly identified in the audits, as well as the dollar amounts allocated to such projects by the Commission.

(d) If Contractor is subject to an audit from a source other than the Commission, Contractor shall provide a copy of the audit to the Commission within thirty calendar days of completion of the audit. The Commission, at its sole discretion, may conduct an annual review of any such third party audit(s).

229. 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 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

(e) Contractor acknowledges that funds received for the Project have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 U.S.C. 1352, 24 C.F.R. 87, and 24 C.F.R. 576.57 subd. (h).

230. Lead-Based Paint

Contractor shall apply standards set forth under the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851, et seq.) and implementing regulations at 24 C.F.R. Part 35, subparts A, B, J, K, and R.

231. Playing by the Rules Handbook

Contractor acknowledges receipt of, and shall comply with, the administrative requirements set forth in the Playing by the Rules Handbook.

232. Uniform Administrative Requirements

Contractor shall comply with all applicable uniform administrative requirements set forth in 24 C.F.R. 570.502 and 24 C.F.R. 576.1 et seq., including, but not limited to, federal CDBG and ESG financial and contractual procedures, as well as OMB Circular Nos. A-87 and A-128 for governmental entities, and OMB Circular Nos. A-122, A-21, A-133, and A-110 for non-governmental entities. These federal documents are on file at the City's Economic Development Division, located at 1200 Third Avenue, Suite 1400, San Diego, California 92101.

233. Copeland "Anti-Kickback" Act

Contractor shall comply and require its subcontractors to comply, with the Copeland "Anti-Kickback" act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3) – for contracts involving construction or repair.

234. Other Program Requirements

Contractor shall comply with all federal laws and regulations described in 24 C.F.R. 570 subpart K (Section 570.600 through 570.614) and 24 C.F.R. 576.57, except that:

(a) Contractor does not assume the City of San Diego's environmental responsibilities described in 24 C.F.R. 570.604 or 24 C.F.R. 576.57 subd. (e); and

(b) Contractor does not assume the City of San Diego's responsibilities for initiating the review process described in 24 C.F.R. part 52 or 24 C.F.R. 576.57 subd. (j).

235. Federal Regulations

Contractor agrees to comply with the following federal regulations as they may apply to Project, as well as any and all other regulations applicable to CDBG funds, whether or not referenced in this Agreement. The regulations are incorporated herein by reference, and include but are not limited to the following:

(a) Section 306 of the Clean Air Act (42 U.S.C. 1857 subd. (h));

(b) Section 508 of the Clean Water Act (33 U.S.C. 1368);

(c) Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. part 15); and

(d) Energy Policy and Conservation Act, (P.L. 94-163. 89 Stat. 871);

(e) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79.

236. Religious Activities

Contractor shall comply with all applicable HUD requirements governing the use of CDBG funds and ESG funds by religious organizations, set forth in 24 C.F.R. 570.200 subd. (j), 24 C.F.R. 576.23, as well as Executive Order 11245 (as amended by Executive Order 13279).

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF SERVICES CORTEZ HILL FAMILY CENTER

The Contractor will operate the Cortez Hill Family Center located at 1449 9th Avenue in San Diego, California (the "Shelter"). Utilizing an outreach strategy and referrals from other agencies throughout the region's Continuum of Care, the Contractor will provide shelter and services to homeless families to enable families to stabilize, increase their income, and secure long-term stable housing.

For purposes of this Agreement, a homeless person is someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without the homelessness assistance contemplated in this Agreement. A person is considered homeless by HUD only when he/she resides in one of the places described below:

- In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
- In an emergency shelter;
- In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
- In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- Is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing or their housing has been condemned by housing officials and is no longer considered meant for human habitation;
- Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

Contractor will design a program that fulfills federal funding requirements and meets the following project outcomes:

1. 150 homeless families shall have new access to transitional shelter for the purpose of creating suitable living environments;
2. At least 112 families shall achieve a minimum of 3 goals identified in their case management plans;
3. At least 90 of the projected 150 adult residents served shall successfully complete a career intake assessment within their first 30 days of residency. (Residents not able to work or already employed are exempted from this expectation);
4. At least 50 families served shall move to permanent housing within 120 days of beginning project services;
5. At least 40 families served shall move to another transitional housing program within 120 days of beginning project services;
6. 50% of the total number of adult clients entering the program without jobs shall successfully establish income through employment within 120 days of beginning project services.

Shelter Description

The Cortez Hill Family Center shall provide a short-term shelter program to a total of 150 homeless families. The project site has the capacity to serve 45 families per night and a total of 150 families during the term of this Agreement, approximately 600 unduplicated clients. The shelter is a 24-hour shelter service and families can stay for up to 120 days. No fees are charged to clients.

Case Management Description

Case management services are provided to all families served at the Shelter. The Contractor will work with the family collaboratively to establish a case management plan which includes a minimum of three goals in support of increasing income and obtaining permanent stable housing. Goals shall be established based on the individual needs of each family and shall address activities that reduce barriers to obtain employment and housing, including assessment, computer skills training and workforce readiness training. Participants will attend case management sessions weekly. No fees are charged to clients.

The Contractor's counseling center shall provide on-site counseling services that include the following:

1. At least 70 family assessments;
2. 50 total weekly parenting classes;
3. 50 total weekly teen counseling group sessions;
4. Individual counseling to at least 100 adults;

5. Individual counseling to at least 200 minors

In-Kind Services

Medical services shall be provided by outside sources. This includes:

- Family Health Centers of San Diego's mobile medical unit which will provide free on-site medical services to all residents;
- The San Diego County Public Health nurse shall be available on-site each week to provide health screenings for Shelter residents. A total of 480 new and unduplicated residents shall meet with a Public Health Nurse during the term of this Agreement.

Legal Services shall be provided to at least 10 families with histories of domestic violence who shall be assisted in obtaining restraining and/or custody orders from a variety of sources. However, services provided to all residents receiving legal assistance for domestic violence related matters shall be reported even if not paid with funds received pursuant to this Agreement.

Follow-up Services

Contractor will provide follow-up services to former Cortez Hill residents. Project staff shall initiate follow-up contact with 7 former residents per month for a total of 15 attempts per month that will include the following:

- Former residents may return for follow-up career counseling assistance and therapeutic counseling services.
- Contractor shall attempt to follow-up with each family who successfully completes the program at 30-45 day, at 90 day and at 180 day intervals.
- Non-residential services such as counseling, medical consultation, legal assistance and career counseling are available to adults and children who successfully complete the program for up to six months after exit.

Project Records

Contractor shall maintain all records required by Federal regulations specified in Title 24 C.F.R. 570.506 that are pertinent to the activities funded under this Agreement and make these records available to Commission, the US Government, and their authorized agents, as provided in this Agreement. Such records shall include, but not be limited to:

- Low/Moderate Income Limited Clientele Activities information;
- Documentation of homelessness status to determine eligibility of participants;

- Records for all individual clients served through this project;
- Case files containing client demographic, entry and exit income data, referrals, job-related activities, and all other information consistent with the HUD annual progress report.
- Files must remain confidential and kept in locked file cabinets; computer files should be password accessible only.

Close-Out

Contractor shall be responsible for completing and submitting a close-out packet to include total clients served, program accomplishments and summary, client demographics and financial summary of award grant for each applicable funding source, and fiscal audit reports. Activities during this close-out period shall include:

- Making final payments;
- Disposing of program assets (including return of all unused materials, program income balances, and accounts receivable to the Commission); and
- Determining the custodianship of records.

Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Commission has control over CDBG funds or ESG funds, including Program Income.

CONTRACT ATTACHMENT NO. 3
PROJECT BUDGET FISCAL YEAR 2012

FY 2012 BUDGET EXHIBIT

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - ESG Funds

SALARIES & WAGES	(Attachment A)	<u>264,508</u>	
FRINGE BENEFITS	(Attachment B)	<u>56,702</u>	
TOTAL PERSONNEL			\$ <u>321,210</u>

SUPPLIES		<u>3,491</u>	
POSTAGE		<u>30</u>	
CONSULTANT SERVICES		<u>5,060</u>	
MAINTENANCE/REPAIR		<u>0</u>	
PUBLICATIONS/PRINTING		<u>200</u>	
TRANSPORTATION		<u>3,000</u>	
RENT		<u>0</u>	
EQUIPMENT RENTAL		<u>3,309</u>	
INSURANCE		<u>0</u>	
UTILITIES		<u>0</u>	
TELEPHONE		<u>6,000</u>	
EQUIPMENT PURCHASES		<u>1,800</u>	
OTHER EXPENSES	(Specify)		
	<u>Property Tax</u>	<u>74</u>	
	<u>Annual Audit</u>	<u>6,642</u>	
	<u>Food</u>	<u>12,000</u>	
TOTAL NONPERSONNEL			\$ <u>41,606</u>

TOTAL INDIRECT COSTS/ADMINISTRATIVE OVERHEAD (IC/AO)	\$ _____
(Attachment C)	

TOTAL PROJECT COSTS	\$ <u>362,816</u>
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EXHIBIT B

Page _____ of _____

ATTACHMENT A - FY 2012 PERSONNEL SCHEDULE

The purpose of this form is to list the positions being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The positions listed below must be providing direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total ESG Salary & Wages must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County
PROJECT Cortez Hill Family Center - ESG Funds: Operations-No Limit

(1)	(2)	(3)	(4)
POSITION TITLE	GROSS PAY	PERCENT CHARGED	TOTAL SALARY & WAGES
Director of Security	40,508	100.0%	40,508
Security Officer #2	21,924	100.0%	21,924
Security Officer #3	17,539	100.0%	17,539
Security officer #4	8,770	100.0%	8,770
Lead Residential Specialist	22,968	40.0%	9,187
Residential Specialist #1	22,446	40.0%	8,978
Residential Specialist #2	22,446	40.0%	8,978
Residential Specialist #3	4,385	40.0%	1,754
Residential Specialist #4	10,101	40.00%	4,040
Director of Facilities	50,000	20.00%	10,000
Janitor	20,880	100.00%	20,880
			-
			-
			-
			-
			-
			-
			-
TOTAL ESG SALARY & WAGES			152,558

1. List all positions charged against ESG funding providing direct ESG project/client activity.
2. List gross pay for each position listed.
3. List percent of gross pay to be charged against ESG funding.
4. Total salary & wages charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page ____ of ____

ATTACHMENT A - FY 2012 PERSONNEL SCHEDULE

The purpose of this form is to list the positions being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The positions listed below must be providing direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total ESG Salary & Wages must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County
PROJECT Cortez Hill Family Center - ESG Funds: Operations-10% Limit

(1)	(2)	(3)	(4)
POSITION TITLE	GROSS PAY	PERCENT CHARGED	TOTAL SALARY & WAGES
Chief Executive Officer	100,000	5.0%	5,000
Executive Admin Assistant for 3 months	9,660	5.0%	483
Controller	76,000	5.0%	3,800
Lead Residential Specialist	22,968	15.0%	3,445
Residential Specialist #1	22,446	15.0%	3,367
Residential Specialist #2	22,446	15.0%	3,367
Residential Specialist #3	4,385	15.0%	658
Residential Specialist #4	10,101	15.0%	1,515
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
TOTAL ESG SALARY & WAGES			21,635

1. List all positions charged against ESG funding providing direct ESG project/client activity.
2. List gross pay for each position listed.
3. List percent of gross pay to be charged against ESG funding.
4. Total salary & wages charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page ____ of ____

ATTACHMENT A - FY 2012 PERSONNEL SCHEDULE

The purpose of this form is to list the positions being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The positions listed below must be providing direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total ESG Salary & Wages must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County
PROJECT Cortez Hill Family Center - ESG Funds: Essential Services

(1)	(2)	(3)	(4)
POSITION TITLE	GROSS PAY	PERCENT CHARGED	TOTAL SALARY & WAGES
Case Manager #2	28,188	100.0%	28,188
Clinical Supervisor	49,454	20.0%	9,891
Clinical Supervisor - Alternate	15,869	20.0%	3,174
Lead Therapist II	9,396	100.0%	9,396
Lead Residential Specialist	22,968	45.0%	10,336
Residential Specialist #1	22,446	45.0%	10,101
Residential Specialist #2	22,446	45.0%	10,101
Residential Specialist #3	4,385	45.00%	1,973
Residential Specialist #4	10,101	45.00%	4,545
Front Desk Concierge	26,100	10.00%	2,610
			-
			-
			-
			-
			-
			-
			-
TOTAL ESG SALARY & WAGES			90,315

1. List all positions charged against ESG funding providing direct ESG project/client activity.
2. List gross pay for each position listed.
3. List percent of gross pay to be charged against ESG funding.
4. Total salary & wages charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - ESG Funds: Operations No-Limit

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
YWCA of San Diego County	FICA		152,558	7.4%	11,245
YWCA of San Diego County	Workers Compensation		152,558	4.1%	6,286
Director of Security	CalChoice Health Insurance	4,400		100.0%	4,400
Security Officer #3	CalChoice Health Insurance	4,033		100.0%	4,033
Lead Residential Specialist	CalChoice Health Insurance	2,281		40.0%	912
Residential Specialist #1	CalChoice Health Insurance	1,654		40.0%	661
Residential Specialist #2	CalChoice Health Insurance	2,281		40.0%	912
Director of Facilities	CalChoice Health Insurance	3,186		20.0%	637
Janitor	CalChoice Health Insurance	1,984		100.0%	1,984
Director of Security	Principal Dental Insurance	171		100.0%	171
Security Officer #2	Principal Dental Insurance	171		100.0%	171
Security Officer #3	Principal Dental Insurance	156		100.0%	156
Lead Residential Specialist	Principal Dental Insurance	171		40.0%	68
Residential Specialist #1	Principal Dental Insurance	142		40.0%	57
Residential Specialist #2	Principal Dental Insurance	171		40.0%	68
Director of Facilities	Principal Dental Insurance	171		20.0%	34
Janitor	Principal Dental Insurance	171		100.0%	171
					-
					-
					-
TOTAL ESG FRINGE BENEFIT					31,966

1. List all POSITIONS charged against ESG funding providing direct ESG project/client activity.
2. List Fringe Benefit title FOR EACH POSITION charged to ESG funds.
3. List the amount of insurance for each position charged against ESG funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page ____ of ____

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - ESG Funds: Operations No-Limit

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
Director of Security	Prudential Life/LTD/EAP	170		100.0%	170
Security Officer #2	Prudential Life/LTD/EAP	93		100.0%	93
Security Officer #3	Prudential Life/LTD/EAP	77		100.0%	77
Lead Residential Specialist	Prudential Life/LTD/EAP	95		40.0%	38
Residential Specialist #1	Prudential Life/LTD/EAP	78		40.0%	31
Residential Specialist #2	Prudential Life/LTD/EAP	94		40.0%	38
Director of Facilities	Prudential Life/LTD/EAP	189		20.0%	38
Janitor	Prudential Life/LTD/EAP	91		100.0%	91
Director of Security	YWCA Retirement Fund	1,215		100.0%	1,215
Lead Residential Specialist	YWCA Retirement Fund	689		40.0%	276
Residential Specialist #2	YWCA Retirement Fund	673		40.0%	269
Director of Facilities	YWCA Retirement Fund	1,500		20.0%	300
					-
					-
					-
					-
					-
					-
					-
TOTAL ESG FRINGE BENEFIT					2,636

1. List all POSITIONS charged against ESG funding providing direct ESG project/client activity.
2. List Fringe Benefit title FOR EACH POSITION charged to ESG funds.
3. List the amount of insurance for each position charged against ESG funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Biweekly
☒ Twice a Month

EXHIBIT B
Page ____ of ____

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - ESG Funds: Operations 10% Limit

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
YWCA of San Diego County	FICA		21,635	7.5%	1,613
YWCA of San Diego County	Workers Compensation		21,635	2.7%	587
Lead Residential Specialist	CalChoice Health Insurance	2,281		15.0%	342
Residential Specialist #1	CalChoice Health Insurance	1,654		15.0%	248
Residential Specialist #2	CalChoice Health Insurance	2,281		15.0%	342
Executive Admin Assistant	Principal Dental Insurance	43		5.0%	2
Controller	Principal Dental Insurance	171		5.0%	9
Lead Residential Specialist	Principal Dental Insurance	171		15.0%	26
Residential Specialist #1	Principal Dental Insurance	142		15.0%	21
Residential Specialist #2	Principal Dental Insurance	171		15.0%	26
Executive Admin Assistant	Prudential Life/LTD/EAP	43		5.0%	2
Controller	Prudential Life/LTD/EAP	239		5.0%	12
Lead Residential Specialist	Prudential Life/LTD/EAP	95		15.0%	14
Residential Specialist #1	Prudential Life/LTD/EAP	78		15.0%	12
Residential Specialist #2	Prudential Life/LTD/EAP	94		15.0%	14
Chief Executive Officer	YWCA Retirement Fund	3,000		5.0%	150
Executive Admin Assistant	YWCA Retirement Fund	480		5.0%	24
Controller	YWCA Retirement Fund	2,280		5.0%	114
Lead Residential Specialist	YWCA Retirement Fund	689		15.0%	103
Residential Specialist #2	YWCA Retirement Fund	673		15.0%	101
					-
TOTAL ESG FRINGE BENEFIT					3,762

1. List all POSITIONS charged against ESG funding providing direct ESG project/client activity.
2. List Fringe Benefit title FOR EACH POSITION charged to ESG funds.
3. List the amount of insurance for each position charged against ESG funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page ____ of ____

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - ESG Funds: Essential Services

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
YWCA of San Diego County	FICA		90,315	7.6%	6,832
YWCA of San Diego County	Workers Compensation		90,315	4.1%	3,724
Case Manager #2	CalChoice Health Insurance	2,014		100.0%	2,014
Lead Residential Specialist	CalChoice Health Insurance	2,281		45.0%	1,026
Residential Specialist #1	CalChoice Health Insurance	1,654		45.0%	744
Residential Specialist #2	CalChoice Health Insurance	2,281		45.0%	1,026
Front Desk Concierge	CalChoice Health Insurance	1,984		10.0%	198
Case Manager #2	Principal Dental Insurance	171		100.0%	171
Lead Residential Specialist	Principal Dental Insurance	171		45.0%	77
Residential Specialist #1	Principal Dental Insurance	142		45.0%	64
Residential Specialist #2	Principal Dental Insurance	171		45.0%	77
Front Desk Concierge	Principal Dental Insurance	171		10.0%	17
Case Manager #2	Prudential Life/LTD/EAP	105		100.0%	105
Lead Residential Specialist	Prudential Life/LTD/EAP	95		45.0%	43
Residential Specialist #1	Prudential Life/LTD/EAP	78		45.0%	35
Residential Specialist #2	Prudential Life/LTD/EAP	94		45.0%	42
Front Desk Concierge	Prudential Life/LTD/EAP	101		10.0%	10
					-
					-
					-
					-
TOTAL ESG FRINGE BENEFIT					16,206

1. List all POSITIONS charged against ESG funding providing direct ESG project/client activity.
2. List Fringe Benefit title FOR EACH POSITION charged to ESG funds.
3. List the amount of insurance for each position charged against ESG funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page ____ of ____

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - ESG Funds: Essential Services

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
Case Manager #2	YWCA Retirement Fund	846		100.0%	846
Clinical Supervisor	YWCA Retirement Fund	1,484		20.0%	297
Clinical Supervisor - Alternate	YWCA Retirement Fund	476		20.0%	95
Lead Therapist II	YWCA Retirement Fund	282		100.0%	282
Lead Residential Specialist	YWCA Retirement Fund	689		45.0%	310
Residential Specialist #2	YWCA Retirement Fund	673		45.0%	303
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
TOTAL ESG FRINGE BENEFIT					2,133

1. List all POSITIONS charged against ESG funding providing direct ESG project/client activity.
2. List Fringe Benefit title FOR EACH POSITION charged to ESG funds.
3. List the amount of insurance for each position charged against ESG funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against ESG funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)	
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Biweekly
<input checked="" type="checkbox"/>	Twice a Month

ATTACHMENT C
FY 2012 INDIRECT COST/ADMINISTRATIVE OVERHEAD (IC/AO) CALCULATION

The purpose of this form is to list the IC/AO being claimed against ESG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised ESG budget. The Total IC/AO must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. **Round off totals to whole dollars.**

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - ESG Funds

(1)	(2)	(3)	(4)
POSITION TITLE/LINE ITEM	AGENCY BUDGET AMOUNT	PERCENT CHARGED	TOTAL INDIRECT COST/ADMINISTRATIVE OVERHEAD
None			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
TOTAL ESG INDIRECT COST/ADMINISTRATIVE OVERHEAD			-

(5) Total ESG Budget _____ Percentage #DIV/0!
 (Percentage must be under 15%)

1. List all personnel or nonpersonnel (NPE) charged against ESG funding-include detailed description of indirect use.
2. List total Agency budget for positon and/or NPE line item.
3. List PERCENT of total budget to be charged against ESG funding.
4. Total indirect cost/administrative overhead to be charged against ESG funding.
5. Enter the Total FY12 ESG Budget; percentage will be AUTOMATICALLY calculated.

<u>Pay Schedule (Check One)</u>	
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Biweekly
<input type="checkbox"/>	Twice a Month

FY 2012 BUDGET EXHIBIT

COPY

AGENCY YWCA of San Diego County

PROJECT Cortez Hill Family Center - SDHC Funds

SALARIES & WAGES	(Attachment A)	<u>71,878</u>	
FRINGE BENEFITS	(Attachment B)	<u>14,117</u>	
TOTAL PERSONNEL			\$ <u>85,995</u>

SUPPLIES		<u>6,502</u>	
POSTAGE		<u>0</u>	
CONSULTANT SERVICES		<u>0</u>	
MAINTENANCE/REPAIR		<u>23,306</u>	
PUBLICATIONS/PRINTING		<u>0</u>	
TRANSPORTATION		<u>0</u>	
RENT		<u>3,230</u>	
EQUIPMENT RENTAL		<u>0</u>	
INSURANCE		<u>6,725</u>	
UTILITIES		<u>49,100</u>	
TELEPHONE		<u>6,000</u>	
EQUIPMENT PURCHASES		<u>0</u>	
OTHER EXPENSES	(Specify)		
	<u>FOOD</u>	<u>12,000</u>	
	<u>ANNUAL AUDIT</u>	<u>6,642</u>	
	<u>UNIFORMS</u>	<u>500</u>	
TOTAL NONPERSONNEL			\$ <u>114,005</u>

TOTAL INDIRECT COSTS/ADMINISTRATIVE OVERHEAD (IC/AO)	\$ <u>-</u>
(Attachment C)	

TOTAL PROJECT COSTS	\$ <u>200,000</u>
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ATTACHMENT A - FY 2012 PERSONNEL SCHEDULE

The purpose of this form is to list the positions being claimed against SDHC funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised SDHC budget. The positions listed below must be providing direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total SDHC Salary & Wages must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. **Round off totals to whole dollars.**

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT SD HSG COMM-CORTEZ HILL-12

(1)	(2)	(3)	(4)
POSITION TITLE	GROSS PAY	PERCENT CHARGED	TOTAL SALARY & WAGES
Occupancy:			-
Senior Maintenance Specialist	31,320	100.0%	31,320
			-
Administration:			-
Case Manager #1	27,144	100.0%	27,144
Therapist II	21,193	Varies	7,307
Career Counselor	20,045	Varies	1,002
Employment Development Manager	35,000	Varies	1,400
Lead Program Manager	57,000	6.5%	3,705
			-
			-
			-
			-
			-
			-
			-
			-
			-
TOTAL SDHC SALARY & WAGES			71,878

1. List all positions charged against SDHC funding providing **direct SDHC project/client activity**.
2. List gross pay for each position listed.
3. List **percent of gross pay** to be charged against SDHC funding.
4. Total salary & wages charged against SDHC funding **MUST AGREE WITH COST ALLOCATION PLAN**.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page ____ of ____

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against SDHC funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised SDHC budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT SD HSG COMM-CORTEZ HILL-12

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
YWCA of San Diego County	FICA		40,558	7.53%	3,053
YWCA of San Diego County	Worker's Comp Insurance		40,558	4.21%	1,706
Case Manager #1	CalChoice Health Insurance	1,984.00		100.00%	1,984
Career Counselor	CalChoice Health Insurance	3,186.00		5.00%	159
Employment Development Mgr	CalChoice Health Insurance	2,281.00		4.00%	91
Lead Program Manager	CalChoice Health Insurance	2,280.96		6.50%	148
Case Manager #1	Principal Dental Insurance	171.00		100.00%	171
Career Counselor	Principal Dental Insurance	171.00		5.00%	9
Employment Development Mgr	Principal Dental Insurance	171.00		4.00%	7
Lead Program Manager	Principal Dental Insurance	171.00		6.50%	11
Case Manager #1	Prudential Life/LTD/EAP	103.00		100.00%	103
Career Counselor	Prudential Life/LTD/EAP	89.00		5.00%	5
Employment Development Mgr	Prudential Life/LTD/EAP	160.00		4.00%	6
Lead Program Manager	Prudential Life/LTD/EAP	202.00		6.50%	13
Case Manager #1	YWCA Retirement Fund	814.00		100.00%	814
Career Counselor	YWCA Retirement Fund	601.00		5.00%	30
Employment Development Mgr	YWCA Retirement Fund	963.00		4.00%	39
Lead Program Manager	YWCA Retirement Fund	1,710.00		6.50%	111
					-
					-
					-
TOTAL SDHC FRINGE BENEFIT					8,460

1. List all POSITIONS charged against SDHC funding providing direct SDHC project/client activity.
2. List Fringe Benefit title FOR EACH POSITION charged to SDHC funds.
3. List the amount of insurance for each position charged against SDHC funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against SDHC funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page ____ of ____

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against SDHC funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised SDHC budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. Round off totals to whole dollars.

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT SD HSG COMM-CORTEZ HILL-12

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
YWCA of San Diego County	FICA		31,320	7.65%	2,396
YWCA of San Diego County	Worker's Comp Insurance		31,320	4.28%	1,339
Sr. Maintenance Spec. - CH	CalChoice Health Insurance	1,711.00		100.00%	1,711
Sr. Maintenance Spec. - CH	Principal Dental Insurance	128.00		100.00%	128
Sr. Maintenance Spec. - CH	Prudential Life/LTD/EAP	83.00		100.00%	83
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
TOTAL SDHC FRINGE BENEFIT					5,657

1. List all POSITIONS charged against SDHC funding providing direct SDHC project/client activity.
2. List Fringe Benefit title FOR EACH POSITION charged to SDHC funds.
3. List the amount of insurance for each position charged against SDHC funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against SDHC funding MUST AGREE WITH COST ALLOCATION PLAN.

Pay Schedule (Check One)	
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Biweekly
<input checked="" type="checkbox"/>	Twice a Month

FY 2012 BUDGET EXHIBIT

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT CORTEZ HILL FAMILY CENTER - CDBG

SALARIES & WAGES	(Attachment A)	<u>152,330</u>	
FRINGE BENEFITS	(Attachment B)	<u>34,854</u>	
TOTAL PERSONNEL			\$ <u>187,184</u>

SUPPLIES		<u> </u>	
POSTAGE		<u> </u>	
CONSULTANT SERVICES		<u> </u>	
MAINTENANCE/REPAIR		<u> </u>	
PUBLICATIONS/PRINTING		<u> </u>	
TRANSPORTATION		<u> </u>	
RENT		<u> </u>	
EQUIPMENT RENTAL		<u> </u>	
INSURANCE		<u> </u>	
UTILITIES		<u> </u>	
TELEPHONE		<u> </u>	
EQUIPMENT PURCHASES		<u> </u>	
OTHER EXPENSES	(Specify) <u> </u>	<u> </u>	
	<u> </u>	<u> </u>	
	<u> </u>	<u> </u>	
TOTAL NONPERSONNEL			\$ <u> -</u>

TOTAL INDIRECT COSTS/ADMINISTRATIVE OVERHEAD (IC/AO)	\$ <u> </u>
(Attachment C)	

TOTAL PROJECT COSTS	\$ <u>187,184</u>
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EXHIBIT B

Page 1 of 5

ATTACHMENT A - FY 2012 PERSONNEL SCHEDULE

The purpose of this form is to list the positions being claimed against CDBG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised CDBG budget. The positions listed below must be providing direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total CDBG Salary & Wages must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. **Round off totals to whole dollars.**

AGENCY SAN DIEGO HOUSING COMMISSION
PROJECT CORTEZ HILL FAMILY CENTER

(1)	(2)	(3)	(4)
POSITION TITLE	GROSS PAY	PERCENT CHARGED	TOTAL SALARY & WAGES
Co-Manager #1	40,000	100.0%	40,000
Co-Manager #2	40,000	100.0%	40,000
Case Manager #3	27,144	100.0%	27,144
Children's Activity Coordinator #1	24,179	100.0%	24,179
Children's Activity Coordinator #2	12,237	100.0%	12,237
Therapist II #2 (counseling hours for CH clients depends upon the needs of the clients and varies each pay period)	8,770	Varies	8,770
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
TOTAL CDBG SALARY & WAGES			152,330

1. List all positions charged against CDBG funding providing **direct CDBG project/client activity**.
2. List gross pay for each position listed.
3. List **percent of gross pay** to be charged against CDBG funding.
4. Total salary & wages charged against CDBG funding **MUST AGREE WITH COST ALLOCATION PLAN**.

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

ATTACHMENT B - FY 2012 FRINGE BENEFIT

The purpose of this form is to list the fringe benefits being claimed against CDBG funding for the Fiscal Year awarded. An updated copy of this form must be maintained at all times and any adjustments must be reported to the assigned Project Manager for acceptance and approval for implementation of a revised CDBG budget. The Total Fringe must match the Budget Exhibit form. The percent(s) charged must match the Cost Allocation Plan. **Round off totals to whole dollars.**

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT CORTEZ HILL FAMILY CENTER

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	FRINGE TITLE	AMT OF INSURANCE	GROSS PAY	PERCENT CHARGED	AMOUNT
YWCA of SD County	FICA		152,330	7.33%	11,167
YWCA of SD County	Unemployment Insurance		152,330	2.08%	3,174
YWCA of SD County	Worker's Comp Insurance		152,330	4.10%	6,242
Co-Manager #1	CalChoice Health Insurance	2,281		100.00%	2,281
Co-Manager #2	CalChoice Health Insurance	4,400		100.00%	4,400
Case Manager #3	CalChoice Health Insurance	1,984		100.00%	1,984
Children's Activity Coordinator #1	CalChoice Health Insurance	1,984		100.00%	1,984
Co-Manager #1	Principal Dental Insurance	171		100.00%	171
Co-Manager #2	Principal Dental Insurance	171		100.00%	171
Case Manager #3	Principal Dental Insurance	171		100.00%	171
Children's Activity Coordinator #1	Principal Dental Insurance	171		100.00%	171
Co-Manager #1	Prudential Life/LTD/EAP	169		100.00%	169
Co-Manager #2	Prudential Life/LTD/EAP	169		100.00%	169
Case Manager #3	Prudential Life/LTD/EAP	103		100.00%	103
Children's Activity Coordinator #1	Prudential Life/LTD/EAP	97		100.00%	97
Co-Manager #1	YWCA Retirement Fund	1,200		100.00%	1,200
Co-Manager #2	YWCA Retirement Fund	1,200		100.00%	1,200
					-
					-
					-
					-
TOTAL CDBG FRINGE BENEFIT					34,854

1. List all POSITIONS charged against CDBG funding providing **direct CDBG project/client activity**.
2. List Fringe Benefit title FOR EACH POSITION charged to CDBG funds.
3. List the amount of insurance for each position charged against CDBG funds.
4. Use gross pay for project / total all wages of agency. Then multiply by required percent for each fringe.
5. List percent of gross pay to be multiplied for insurance.
6. Total fringe benefit to be charged against CDBG funding **MUST AGREE WITH COST ALLOCATION PLAN.**

Pay Schedule (Check One)

☐ Monthly
☐ Biweekly
☒ Twice a Month

EXHIBIT B

Page 3 of 5

CONTRACT ATTACHMENT NO. 4

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

The City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, which provide 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

YWCA of San Diego County
(Name of Firm)

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 affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Jennifer Doyle
Name of Authorized Official
J. Doyle
Signature of Authorized Official

5/26/11
Date

SAN DIEGO HOUSING COMMISSION

1122 Broadway Suite 300, San Diego CA 92101

Name of Firm

YWCA of San Diego County

Payroll Ending Date

5/15/11

WORK FORCE REPORT OF SAN DIEGO COUNTY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Caucasian |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Other ethnicity; not falling into other groups |
| (3) Asian, Pacific Islander | |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial	2			2	1				2	4		
Professional Specialty			1	7	2				1	14		1
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical				1	1				1	4		
Services	1	9	1	6	1	2			2	10	1	6
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*									1			
TOTALS EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES	3	9	2	16	1	6			7	32	1	7

NON PROFIT AGENCIES ONLY

President									1			
Vice President										1		
Secretary										1		
Treasurer									1			
TOTALS EACH COLUMN									2	2		

Indicate the gender and minority composition of the board as required above.
Please substitute titles of officers or board members as necessary.

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers

Construction Trades, Except Supervisors
Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleaners, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services
Vehicle and Mobile Equipment Mechanics and Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction

NAME OF COMPANY: YWCA of San Diego County TELEPHONE: 619-239-0355
ADDRESS: 1812 C Street
CITY: San Diego STATE: CA ZIP: 92101
PREPARED BY: Chenifer Doyle DATE: 5/26/11