



SAN DIEGO
HOUSING
COMMISSION

REPORT TO THE HOUSING AUTHORITY

DATE ISSUED: June 6, 2011

REPORT NO: HAR11-032

ATTENTION: Council President and Members of the Housing Authority
For the Agenda of June 27, 2011

SUBJECT: FY 2012 Proposed Budget Revision and Contract with Alpha Project to Operate
the Neil Good Day Center

COUNCIL DISTRICT: 2

REQUESTED ACTION:

Housing Authority approval of a revision to the proposed FY2012 Housing Commission budget and approval of a \$500,000 sole source contract between the San Diego Housing Commission and Alpha Project for the Homeless for the continued operation of the Neil Good Day Center beginning on July 1, 2011 and ending on June 30, 2012.

STAFF RECOMMENDATION:

- 1) Recommend Housing Authority approval of a revision to the proposed FY2012 Housing Commission budget transferring \$500,000 from unobligated reserves to Special Housing Initiatives loans and grants to provide funding for the Neil Good Day Center.
- 2) Recommend Housing Authority approval of the sole source contract with Alpha Project (Alpha), as referenced in this Report.
- 3) Authorize President and Chief Executive Officer (CEO) or designee to execute necessary documents in the form approved by General Counsel and authorize the CEO to take actions as necessary to implement these approvals.

SUMMARY:

The Neil Good Day Center ("the Center") is located downtown on the east side of 17th Street just south of K Street, along the west side of Interstate 5. The site is leased by the City of San Diego from the State of California Department of Transportation (CalTrans) for the operation of a day center for homeless individuals.

From 1991 to 2008, the Center was operated by Alpha under contract with the City of San Diego. Services offered typically include case management, computer access, medical and counseling services, laundry, showers, free storage, mail and message services and a safe environment for homeless individuals during the day. In addition, the Center partners with over a dozen other agencies that provide various on-site services including legal assistance, transportation, veteran services, SSI and SSDI benefits assistance, and mental health and substance abuse counseling.

The Center is used by 200-450 adults per day. Clients are primarily chronically homeless adults, an estimated 60 percent of whom are dually-diagnosed (mentally ill and substance dependent). By



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providing a safe environment, the facility also provides a place where job seekers can clean up and prepare for job interviews and other programs.

After a competitive RFP process in 2008, the City of San Diego awarded St. Vincent de Paul Village the Neil Good Day Center operator contract. Upon completion of the first two-year term of the contract, St. Vincent de Paul Village chose not to renew, and the City entered into a sole source operating agreement with Alpha not to exceed one year in length.

Effective July 1, 2010, the City and the Housing Commission entered into a Memorandum of Understanding for the Housing Commission to administer the City's funded homeless services, which include administration of the Neil Good Day Center contract. Prior to FY2012, the San Diego City Council had fully funded the Center with Community Development Block Grant funding (CDBG). However, for the upcoming fiscal year, the Neil Good Day Center received no CDBG funding from the City.

If the staff recommendation in this report is approved, the FY2012 Housing Commission budget will be revised to include the interim funding of \$500,000 for the Neil Good Day Center operations. In the next few months, staff will continue to search for funds that would be appropriate for this use to alleviate the impact on Housing Commission unobligated reserves.

FISCAL CONSIDERATIONS:

The FY2012 Housing Commission budget includes \$7.1 million of unobligated reserves, 2.5 percent of the total budget. The transfer of \$500,000 from the Neil Good Center will reduce unobligated reserves to \$6.6 million, 2.3 percent of budget. The City's Independent Budget Analyst (IBA) has recommended a safe level of reserves for the Housing Commission would be five percent of budget or in FY2012, \$14.2 million. The Housing Commission will continue looking for other sources, not immediately available, to replenish these reserves.

EQUAL OPPORTUNITY/CONTRACTING:

Alpha is not certified as a Disadvantaged, Women Owned or Disabled Veteran Business Enterprise. A Certificate of Compliance and a Workforce Analysis have been provided and show that this vendor is in compliance with the San Diego Housing Commission Equal Opportunity Program, Federal, State and Local laws. Information on the Workforce Analysis indicates that 67 percent of the company's workforce is disadvantaged.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On March 21, 2011 the San Diego City Council held its FY2012 Community Development Block Grant Program (CDBG) Entitlement Hearing. At this hearing, the Neil Good Day Center was not chosen for CDBG funding. On May 12, 2011 at the City Council's Budget & Finance Committee meeting, Councilmember Todd Gloria requested that the San Diego Housing Commission review its budget to determine whether the agency could provide interim funding for the Neil Good Day Center for FY2012. This item is scheduled to be heard at the Housing Commission Board Meeting of June 10, 2011. Staff will be available to report on the outcome of that meeting.



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COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Members of the public have expressed concerns about the urgency of keeping the Center open at several City Council meetings and committee meetings. This plan to provide interim funding for one year was presented to the East Village Association.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stake holders include residents of downtown, users of the Center, various social service providers, the San Diego Police Department and others. Closing the Center would result in a severe reduction in the ability of homeless persons downtown to access assistance to end their homelessness.

ENVIRONMENTAL REVIEW:

This activity is not a project pursuant to Section 15060 (c) (3) of the State of California Environmental Quality Act Guidelines. Processing under the National Environmental Policy Act is not required as no federal funds are involved in the action.

Respectfully submitted,

Keith Corry
Senior Program Analyst

Approved by,

Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

Attachments: FY2012 Neil Good Day Center Scope of Services

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
SHELTER AND SERVICES FOR HOMELESS PERSONS – NEIL GOOD DAY CENTER
WITH
ALPHA PROJECT FOR THE HOMELESS
CONTRACT NO. SHI-11-04

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:

ALPHA PROJECT FOR THE HOMELESS
3737 Fifth Avenue, Suite 203
San Diego, California 92103

101. DESCRIPTION OF WORK

Contractor shall provide shelter and services for homeless persons at the Neil Good Day Center as generally described in the specifications/scope of services attached hereto in Contract Attachment No. 2. 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 that 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. Compensation Schedule, 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 **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) 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 and to the Project Budget specified in Contract Attachment No. 3. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

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

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

CONTRACTOR:

ALPHA PROJECT FOR THE HOMELESS

By: 
Robert McElroy

Title: President and CEO

Date: 6/13/11

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. Ownership of Materials and Documents

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

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

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

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

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

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

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

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

205. Contractor's Liability

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

(b) Contractor shall indemnify, 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 30 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. Cost Records

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

210. Subcontracting

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

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

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

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

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

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

Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

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

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

211. Assignability

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

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

212. Changes

The Commission may, from time to time, request changes in the 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. Documents and Written Reports

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

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

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

214. Termination

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

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

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.

3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

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

223. Labor Provisions

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

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 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

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

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

228. HUD Program-Specific Audit Requirement

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

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:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
- (4) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES – NEIL GOOD DAY CENTER

Project Location and Hours of Operation

The Neil Good Day Center (Center) is a City-owned facility located downtown at 299 17th Street, and serves homeless adults Monday through Friday from 6:00 a.m. to 4:00 p.m., and Saturday and Sunday from 6:00 a.m. to 2:00 p.m.

Basic Services

The Center serves chronically homeless adult men and women, many of whom suffer from mental illness, drug or alcohol dependency, and/or physical disabilities. The qualified non-profit agency will operate an effective homeless services program with the following basic services provided to:

- 1) A minimum of 2,200 showers will be provided per month.
- 2) A minimum of 150 laundry cycles will be provided per month.
- 3) Message services will be utilized a minimum of 50 times per month.
- 4) Computer access will be provided a minimum of 150 times per month.
- 5) Mail services will be provided to a minimum of 1,800 clients per month.
- 6) Free, staff-monitored telephone phone calls pertaining to support services will be provided a minimum of 500 times per month.
- 7) Secure personal storage will be provided to a minimum of 500 clients per month.

Reports and Production Goals/Results

The following data will be submitted to the Commission on a monthly basis:

- 1) City-generated monthly programmatic reports (MPRs) detailing Neil Good Day Center service utilization.
- 2) HUD-generated client demographics form.
- 3) HUD Annual Progress Report (APR) data on all unduplicated homeless clients that includes demographic, income, disability, and supportive services information.

- 4) Verification of expenditures with each request for payment.

Close Out Process

Contractor must submit a final year-end report no later than thirty (30) days after the close of the fiscal year (June 30, 2011) or termination of the Agreement, whichever occurs first.

CONTRACT ATTACHMENT NO. 3

Project Budget

Budget

SALARIES & WAGES	<u>\$265,500.00</u>	
FRINGE BENEFITS	<u>\$58,300.00</u>	
TOTAL PERSONNEL		\$ <u>323,800.00</u>
SUPPLIES	<u>\$33,100.00</u>	
POSTAGE	<u>\$500.00</u>	
FOOD	<u>0</u>	
CONSULTANT SERVICES	<u>\$7,000.00</u>	
MAINTENANCE/REPAIR	<u>\$10,900.00</u>	
PUBLICATIONS/PRINTING	<u>0</u>	
TRANSPORTATION	<u>\$7,500.00</u>	
OTHER EXPENSES	<u>0</u>	
RENT	<u>0</u>	
EQUIPMENT RENTAL	<u>\$3,000.00</u>	
INSURANCE	<u>\$2,200.00</u>	
UTILITIES	<u>\$53,000.00</u>	
TELEPHONE	<u>\$8,000.00</u>	
EQUIPMENT PURCHASES	<u>\$6,000.00</u>	
TOTAL NON-PERSONNEL		\$ <u>\$131,200.00</u>
TOTAL INDIRECT COSTS/ADMINISTRATIVE OVERHEAD		\$ <u>\$45,000.00</u>
TOTAL BUDGET		\$ <u>\$500,000.00</u>

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

Alpha Project for the Homeless

(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.

Robert McElroy

Name of Authorized Official

[Signature]
Signature of Authorized Official

February 28, 2011

Date

Name of Firm Alpha ProjectPayroll Ending Date 2/28/11

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	1	1	1		1				9	3		
Professional Specialty									3	3		
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical	2	3	1		1				3	1		
Services	3	1							10			
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving	3								3			
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*	29	7	8	1					6			
TOTALS EACH COLUMN	38	12	9	1	1	1			34	7		
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES	38	12	9	1	1	1			34	7		

NON PROFIT AGENCIES ONLY

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

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: Alpha Project for the Homeless

TELEPHONE: (619) 542-1877

ADDRESS: 3737 Fifth Avenue, Suite 203

CITY: San Diego STATE: CA ZIP: 92103

PREPARED BY: Anthony Phillips DATE: February 28, 2011

At

Amy Gonyeau