



SAN DIEGO  
HOUSING  
COMMISSION

## REPORT TO THE HOUSING AUTHORITY

**DATE ISSUED:** June 6, 2012

**REPORT NO:** HAR12-028

**ATTENTION:** Chair and Members of the Housing Authority of the City of San Diego  
For the Agenda of July 10, 2012

**SUBJECT:** Contract with YWCA to Operate Cortez Hill Family Center

**COUNCIL DISTRICT:** 2

**REQUESTED ACTION:**

That the Housing Authority of the City of San Diego approve a contract with the YWCA to operate the Cortez Hill Family Center in FY2013 and grant the President & Chief Executive Officer of the San Diego Housing Commission, or designee, authorization to execute the contract and take any such actions necessary to implement these approvals.

**STAFF RECOMMENDATION:**

That the Housing Authority of the City of San Diego ("Housing Authority") approve the following:

- 1) Approve the San Diego Housing Commission ("Housing Commission") contract with the YWCA to operate the Cortez Hill Family Center in FY2013;
- 2) Authorize the President & Chief Executive Officer ("President & CEO"), or designee, of the Housing Commission to execute the contract with the YWCA for operation of the Cortez Hill Family Center for FY2013, in a form approved by General Counsel; and
- 3) Authorize the President & CEO of the Housing Commission, or designee, to execute all documents that are necessary and/or appropriate to implement these approvals, subject to approval of the General Counsel, and to take such actions as are necessary and appropriate to implement these approvals.

**SUMMARY:**

In 2002, the City of San Diego ("City") 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, known as the Cortez Hill Family Center ("Center"), to the YWCA of San Diego County. The current lease term expires in 2022.

The Center houses approximately 150 families (500 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 Center. On June 29, 2010, the City transferred the contract administration of its homeless activities to the Housing Commission. It is recommended that Housing Commission staff be authorized to enter into a sole-source operating agreement with the YWCA for FY2013.

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Operation of the Center, which annually costs approximately \$798,000, is funded with a combination of Community Development Block Grants ("CDBG"), Emergency Shelter Grant ("ESG"), Housing Commission funds, and a state grant to the YWCA.

The total contract amount is \$750,000 which includes three funding sources: \$187,184 of CDBG funds, \$362,816 of Federal Fiscal Year 2012 ESG funds, and \$200,000 from the Housing Commission (Housing Trust Funds). The YWCA receives a state grant in the amount of \$48,000 for food.

**FISCAL IMPACT:**

The funding sources and uses proposed to be drawn upon and expended if approved in this action were approved in the Proposed Fiscal Year 2013 Housing Commission Budget. Approving this action will not change the Fiscal Year 2013 Total Budget.

Approving this action will result in \$187,184 of CDBG funding for subcontract expenses payable to YWCA of San Diego.

Approving this action will further give the President & CEO, or his designee, the authority to substitute the above funding sources with other funding sources available, should the operational need arise or should such action be to the benefit of the San Diego Housing Commission and its mission. Funding substitutions will be ratified in an Informational Report at the next Housing Commission Board Meeting.

**EQUAL OPPORTUNITY/CONTRACTING:**

The YWCA of San Diego is not certified in any of the disadvantaged business enterprises. Certificates of Compliance and Workforce Analysis have been provided and show that the YWCA is in compliance with the San Diego Housing Commission Equal Opportunity Program.

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:**

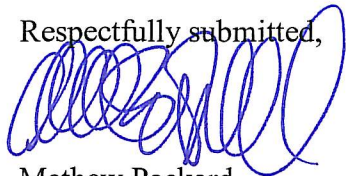
This item was unanimously approved at the regular Housing Commission meeting of June 8, 2012.

On March 19, 2012, the City Council approved the CDBG funding of the Center.

**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,



Mathew Packard  
Vice President  
Housing Innovations Department

Approved by,



Richard C. Gentry  
President & Chief Executive Officer  
San Diego Housing Commission

Attachment: Draft Contract

**SAN DIEGO HOUSING COMMISSION**  
**AGREEMENT FOR**  
**OPERATION OF TRANSITIONAL HOUSING CENTER**  
**AT CORTEZ HILL FAMILY CENTER**  
**WITH**  
**YWCA OF SAN DIEGO COUNTY**  
**CONTRACT NO. \_\_\_\_\_**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, 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 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. 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, 2012 through June 30, 2013.

104. COMPENSATION AND METHOD OF PAYMENT

a. Maximum Compensation

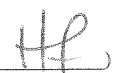
The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)** consisting of the following funding sources: \$200,000.00 of Housing Commission funds; \$187,184.00 of Community Development Block Grant ("CDBG") funds allocated by the City of San Diego for the funding of social services in Fiscal Year 2013; and, \$362,816.00 of Emergency Shelter Grant ("ESG") funds available for the funding of social services in Fiscal Year 2013.

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 Lindley

Title: CEO

Date: 6/11/12

COMMISSION:

SAN DIEGO HOUSING COMMISSION

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

Jennifer Adams-Brooks

Title: Executive Vice President & Chief of Staff

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

Approved as to Form:

CHRISTENSEN & SPATH LLP

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

Charles B. Christensen

General Counsel

San Diego Housing Commission

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

**CONTRACT ATTACHMENT NO. 1**  
**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 City of San Diego ("City"), 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, the City, 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 and the City 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 and/or the City's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Contractor to fully comply with the provisions of this section shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.



(d) Duplicates of Records. Upon any request by the Commission, the City, HUD, Comptroller General, or any of their duly authorized representatives, for any Project Records, Contractor shall submit, and shall require its subcontractors to submit, exact duplicates of the originals of the requested Project Records to the requesting party for the purposes described in Section 202(c) above.

(e) 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.

(f) 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.

(g) 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, the City, 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 and the City with thirty calendar days written notice of its intent to dispose of any Project Records. During this time period, Contractor shall provide any and all Project Records to the Commission and/or the City upon the request of the Commission and/or the City.

## 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, and require its subcontractors to 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

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including,

without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

206. Insurance

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 per occurrence, subject to an annual aggregate of \$2,000,000 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. This policy shall expressly provide that all defense costs shall be outside the limits of the policy. There shall be no endorsement or modification to the policy limiting the scope of coverage for insured verses insured claims, or for contractual liability.

(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, hired, 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 \$1,000,000 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, their elected and appointed officials, officers, agents, employees and representatives 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).

237. Fair Housing Act

Contractor shall comply, and require its subcontractors to comply, with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. In addition, Contractors shall comply with the regulations issued

following Title VI of the 1964 Civil Rights Act (as amended by Executive Orders 11246, 11375, and 12086) and Section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.

238. Section 504

Contractor shall comply, and require its subcontractors to comply, with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The City of San Diego and/or the Commission shall provide Contractor with any guidelines necessary for compliance with that portion of the regulations applicable during the term of this Agreement.

## CONTRACT ATTACHMENT NO. 2

### SPECIFICATIONS/SCOPE OF SERVICES CORTEZ HILL FAMILY CENTER

1. PROJECT SITE LOCATION

The Commission shall maintain a project office at 1122 Broadway, Suite 300, San Diego, CA 92101. Contractor shall continue operation of the Cortez Hill Family Center at 1449 9<sup>th</sup> Avenue, San Diego, CA 92101 (the "Center").

2. ADMINISTRATIVE OFFICE LOCATION

The Commission shall maintain their administrative office at 1122 Broadway, Suite 300, San Diego, CA 92101. The main office hours of operation are Monday to Friday 7a.m. to 7 p.m., but closed every other Friday. Contractor shall maintain an administrative office at 1012 C Street, San Diego, CA 92101. The hours of operation are Monday to Friday 8 a.m. to 6 p.m.

3. TARGET POPULATION/GEOGRAPHICAL AREA

The Center shall serve 150 homeless families, consisting of up to 500 unduplicated individuals/clients, ranging from infants to adults. The target population is comprised of low-income families (adults with children) who would be forced to live in places not intended for human habitation (i.e. vehicles, parks, abandoned buildings, sidewalks, and streets) if not for the Center. There are intact families, as well as single-heads of household families. Based on statistics from Contractor, the Center serves, on average, families of four. The largest proportion of San Diego's homeless population lives in the downtown area, which is where the Center is located. However, the Center serves families from all over San Diego and is not limited to a particular neighborhood.

4. PROJECT DESCRIPTION

Pursuant to this agreement Contractor shall continue operation of the Center to provide a short-term shelter program for homeless families. Commission shall ensure a copy of this agreement is submitted to the City upon execution. Commission will ensure compliance with CDBG, City and other funding requirements. In addition, Commission will monitor the program to ensure accomplishments. Utilizing an outreach strategy and referrals from other agencies throughout the region's Continuum of Care, Contractor will provide shelter and services to homeless families to enable families to stabilize, increase their income, and secure long-term stable housing.

5. PROJECT OUTCOME MEASURES

Pursuant to federal requirements, the project objective, outcome and indicator is defined below. **(Check only one of the options below for each area.)**

Objective Category: ☒ Suitable Living Environment



- ☐ Decent Housing
- ☐ Economic Opportunity

Outcome Category: ☒ Availability/Accessibility  
☐ Affordability  
☐ Sustainability

Outcome Indicator: ☒ People ☐ Public Facilities  
☐ Households ☐ Housing Units  
☐ Businesses ☐ Jobs  
☐ Organizations ☐ Other

6. PROJECT OUTCOMES

Agency shall enter into an agreement with Contractor to ensure the following project outcomes are achieved during FY 2013:

- A. 150 homeless families shall have new access to transitional shelter for the purpose of creating suitable living environments.
- B. At least 112 families (75%) shall achieve at least 3 goals identified in their case management plans leading to or achieving permanent housing and self-sufficiency.
- C. At least 50 families served shall move to permanent housing within 120 days of beginning project services.
- D. At least 40 families served shall move to another transitional housing within 120 days of beginning project services.
- E. 90 of the projected 150 adult clients served, who are not employed at the time of entrance into the program but are able to work, shall successfully complete a career intake assessment within 30 days of residency.

7. PROJECT SERVICES

Listed below are the services that will be provided to achieve the project outcome stated in the section 6 above.

Each service listed below includes the following information: a) the definition of the service; b) the project outcome number addressed (if more than one is listed in 6.); c) how the service achieves the project outcome; d) number of unduplicated low to moderate income clients that will receive the service; e) frequency and duration of the service; f) position title of who will be responsible for providing the service; g) service location; and h) any client fee charged.

### Shelter Services

- a) The 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 twelve-month contract period.
- b) This service addresses Project Outcome 6.A.
- c) By providing shelter to families who would otherwise be left out in the streets, the Center shall provide families with transitional shelter and case management to assist them to move to permanent housing.
- d) Approximately 500 unduplicated clients, ranging from infants to adults, shall be served (a minimum of 150 clients shall be adults).
- e) 24-hour shelter services are provided to clients for a maximum of 120 days.
- f) Services shall be provided by Contractor's staff. Commission shall monitor compliance with all contract requirements.
- g) Shelter services are provided at the Center (1449 9<sup>th</sup> Avenue, San Diego, CA 92101).
- h) No fees are charged to clients.

### Case Management

- a) Contractor shall provide case management services to all families served at the Center. Contractor shall work with each 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. Contractor's counseling center shall provide on-site counseling services that include the following:
  - 1. At least 100 family assessments
  - 2. 50 total weekly parenting classes
  - 3. 50 total weekly teen counseling group sessions
  - 4. Individual counseling to at least 200 adults
  - 5. Individual counseling to at least 200 minors
- b) These services address Project Outcomes 6.B., 6.C., 6.D., 6.E., and 6.F.
- c) It is expected that the provision of these services will increase the client's ability to meet the program goals.
- d) 150 families, consisting of up to 500 unduplicated clients, ranging from infants to adults, shall be served (a minimum of 150 clients will be adults).
- e) Clients attend case management weekly. The frequency and duration of services vary with each client, depending on that client's needs.
- f) Services shall be provided by Contractor's staff. Commission shall monitor compliance with all contract requirements.
- g) Case management services shall be provided at the Center (1449 9<sup>th</sup> Avenue, San Diego, CA 92101).
- h) No fees are charged to clients.

Contractor will provide in-kind services to benefit all clients served. These services are as follows:

In-Kind Services

- A. Medical services shall be provided by outside sources as follows:
- The San Diego County Public Health Nurse shall be available on-site 4 hours each week to provide health screenings for residents of the Center during the term of this Agreement. A total of 450 new and unduplicated residents shall meet with a Public Health Nurse during the twelve-month term.
- B. Legal services shall be provided to families with histories of domestic violence who shall be assisted in obtaining restraining and/or custody orders from a variety of sources including the Contractor's Legal Department. Services provided to all residents receiving legal assistance for domestic violence related matters shall be reported to the City, even if not paid with the funds received from the City.

Follow-Up Services

Contractor shall provide follow-up services to former residents of the Center. Contractor 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:

- A. Former residents may return for follow-up career counseling assistance and therapeutic counseling services.
- B. Contractor shall attempt to follow-up with each family who successfully completes the program at 30-45 day, 90 day and 180 day intervals.
- C. 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.

The activities set forth in the Budget Justification under Exhibit B to the contract between Commission and the City of San Diego are incorporated herein by reference.

8. PROJECT RECORDS

Commission shall maintain, and require Contractor to maintain, all records required by the Federal regulations specified in Title 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Commission and Contractor shall make available to the City, the U.S. Government, or their authorized agents all project-related records, documents, and any other financial data or records for review. Such records shall include, but not limited to:

| <b>L/M Income Limited Clientele Activities (LMC)</b>   |  |
|--|--|
| For each activity, <b>one of the following five types</b> of documentation must be maintained: |  |
| <input type="checkbox"/>   | Documentation showing that the activity is designed to be used exclusively by a segment of the population presumed by HUD to be L/M income persons (abused children, battered spouses, elderly persons*, adults meeting the definition of severely |





|   |
|---|
| disabled**, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers );<br>*Definition of Elderly Person-means an individual who is at least 62 years of age.<br>**Definition of Severely Disabled-persons are classified as having a severe disability if they: (a) used a wheel-chair or had used another special aid for six months or longer; (b) are unable to perform one or more “functional activities” or need assistance with an “ADL or IADL”; (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability <b>OR</b> |
| <input type="checkbox"/> Documentation describing how the nature and the location of the activity establishes that it will be used predominantly by L/M income persons; <b>OR</b>   |
| <input type="checkbox"/> Data showing the size and annual income of the family of each person receiving the benefit; <b>OR</b>  |
| <input type="checkbox"/> Data showing that barriers to mobility or accessibility have been removed and how the barrier removal was restricted to the extent feasible to one of the particular cases authorized under this subcategory; <b>OR</b>  |
| <input type="checkbox"/> Documentation showing that the activity qualifies under the special conditions regarding job services where less than 51% of the persons benefiting are L/M income persons.  |

Contractor shall maintain the following records for all individual clients served through the Center:

- A. Screening, assessments, interview records documenting general health, substance abuse history, mental health, and psychosocial history, law enforcement contact, and special needs of the family members;
- B. 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.

All of Contractor’s files must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.

In addition, Contractor must maintain Commission with a project inventory of all equipment and furniture purchased with City funds.

9. CLOSE-OUTS

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

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

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

**FY 2013  
HUD INCOME LIMITS  
FOR CITY OF SAN DIEGO**

| FAMILY SIZE | EXTREMELY LOW<br>INCOME LIMITS<br>(0-30% of<br>median) | VERY LOW<br>INCOME LIMITS<br>(31-50% of<br>median) | LOW/MODERATE<br>INCOME LIMITS<br>(51-80% of<br>median) |
|-------------|--|--|--|
| 1           | \$0 - \$16,900   | \$16,901 -<br>\$28,150                             | \$28,151 -<br>\$45,000                                 |
| 2           | \$0 - \$19,300   | \$19,301 -<br>\$32,150                             | \$32,151 -<br>\$51,400                                 |
| 3           | \$0 - \$21,700   | \$21,701 -<br>\$36,150                             | \$36,151 -<br>\$57,850                                 |
| 4           | \$0 - \$24,100   | \$24,101 -<br>\$40,150                             | \$40,151 -<br>\$64,250                                 |
| 5           | \$0 - \$26,050   | \$26,051 -<br>\$43,400                             | \$43,401 -<br>\$69,400                                 |
| 6           | \$0 - \$28,000   | \$28,001 -<br>\$46,600                             | \$46,601 -<br>\$74,550                                 |
| 7           | \$0 - \$29,900   | \$29,901 -<br>\$49,800                             | \$49,801 -<br>\$79,700                                 |
| 8           | \$0 - \$31,850   | \$31,851 -<br>\$53,000                             | \$53,001 -<br>\$84,850                                 |



**CONTRACT ATTACHMENT NO. 3**  
**PROJECT BUDGET FISCAL YEAR 2013**

**FY 2013 BUDGET EXHIBIT**

SUBCONTRACTOR YWCA OF SAN DIEGO COUNTY

PROJECT CORTEZ HILL FAMILY CENTER - CDBG FUNDS

|                  |                |                |                   |
|------------------|----------------|----------------|-------------------|
| SALARIES & WAGES | (Attachment A) | <u>153,231</u> |                   |
| FRINGE BENEFITS  | (Attachment B) | <u>33,953</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> |
|---------------------|-------------------|

HH

**FY 2013 BUDGET EXHIBIT**

SUBCONTRACTOR YWCA OF SAN DIEGO COUNTY

PROJECT CORTEZ HILL FAMILY CENTER - SDHC FUNDS

|                  |                |                |                   |
|------------------|----------------|----------------|-------------------|
| SALARIES & WAGES | (Attachment A) | <u>101,965</u> |                   |
| FRINGE BENEFITS  | (Attachment B) | <u>24,228</u>  |                   |
| TOTAL PERSONNEL  |                |                | \$ <u>126,193</u> |

|                       |                           |               |                  |
|-----------------------|---------------------------|---------------|------------------|
| SUPPLIES              |                           | <u>2,800</u>  |                  |
| POSTAGE               |                           | <u></u>       |                  |
| CONSULTANT SERVICES   |                           | <u></u>       |                  |
| MAINTENANCE/REPAIR    |                           | <u>2,000</u>  |                  |
| PUBLICATIONS/PRINTING |                           | <u></u>       |                  |
| TRANSPORTATION        |                           | <u></u>       |                  |
| RENT                  |                           | <u>3,250</u>  |                  |
| EQUIPMENT RENTAL      |                           | <u></u>       |                  |
| INSURANCE             |                           | <u>7,500</u>  |                  |
| UTILITIES             |                           | <u>58,007</u> |                  |
| TELEPHONE             |                           | <u></u>       |                  |
| EQUIPMENT PURCHASES   |                           | <u></u>       |                  |
| OTHER EXPENSES        | (Specify) <u>Uniforms</u> | <u>250</u>    |                  |
|                       | <u></u>                   | <u></u>       |                  |
|                       | <u></u>                   | <u></u>       |                  |
| TOTAL NONPERSONNEL    |                           |               | \$ <u>73,807</u> |

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

TOTAL PROJECT COSTS \$ 200,000

HF

**FY 2013 BUDGET EXHIBIT**

SUBCONTRACTOR YWCA OF SAN DIEGO COUNTY

PROJECT CORTEZ HILL FAMILY CENTER - ESG FUNDS

|                  |                |                |                   |
|------------------|----------------|----------------|-------------------|
| SALARIES & WAGES | (Attachment A) | <u>250,048</u> |                   |
| FRINGE BENEFITS  | (Attachment B) | <u>54,738</u>  |                   |
| TOTAL PERSONNEL  |                |                | \$ <u>304,786</u> |

|                       |           |                         |                  |
|-----------------------|-----------|-------------------------|------------------|
| SUPPLIES              |           | <u>1,500</u>            |                  |
| POSTAGE               |           | <u></u>                 |                  |
| CONSULTANT SERVICES   |           | <u>5,000</u>            |                  |
| MAINTENANCE/REPAIR    |           | <u>13,000</u>           |                  |
| PUBLICATIONS/PRINTING |           | <u>200</u>              |                  |
| TRANSPORTATION        |           | <u>3,000</u>            |                  |
| RENT                  |           | <u></u>                 |                  |
| EQUIPMENT RENTAL      |           | <u>3,930</u>            |                  |
| INSURANCE             |           | <u></u>                 |                  |
| UTILITIES             |           | <u></u>                 |                  |
| TELEPHONE             |           | <u>3,000</u>            |                  |
| EQUIPMENT PURCHASES   |           | <u>1,800</u>            |                  |
| OTHER EXPENSES        | (Specify) | <u>Annual Audit</u>     | <u>6,600</u>     |
|                       |           | <u>Food for Clients</u> | <u>20,000</u>    |
|                       |           | <u></u>                 | <u></u>          |
| TOTAL NONPERSONNEL    |           |                         | \$ <u>58,030</u> |

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

TOTAL PROJECT COSTS \$ 362,816



## CITY OF SAN DIEGO

This form details the breakdown of each line item of the Agency's annual budget by contributing funding source. (1) List the secured funding source titles in the funding source row that makes up the total annual budget. (2) Enter the total funding source amount for each funding source title entered in section (1). (3) Enter the total anticipated Program Income (PI) for each funding source title entered in section (1). (4) List the position title under the salaries & wages section, the fringe benefit title under the fringe benefit section and NPE title under line item section. (5) Enter the total gross salary & wage budget, total gross fringe benefits & NPE budget for each line item in the budget amount column, as well as the percent and amount contributed by each funding source in Section (1). **NOTE: Please submit a revised plan each time funding sources are secured or terminated during FY 2013.**

| AGENCY                             |                          |              |         |         |         |         |         |              |        |                |        |         |         | San Diego Housing Commission - CORTEZ HILL FAMILY CENTER |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------------|--------------------------|--------------|---------|---------|---------|---------|---------|--------------|--------|----------------|--------|---------|---------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| LINE ITEM                          | (1) FUNDING SOURCE TITLE | City SD CDBG |         | SDHC    |         | ESG     |         | State Grants |        | Federal Grants |        | TOTAL   |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          | Percent      | Amount  | Percent | Amount  | Percent | Amount  | Percent      | Amount | Percent        | Amount | Percent | Amount  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (2) TOTAL FUNDING SOURCE AMOUNT    |                          | 187,184      |         | 200,000 |         | 362,816 |         | 48,000       |        | -              |        | 798,000 |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (3) TOTAL ANTICIPATED PI           |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (4) SALARIES & WAGES               |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| See Attachment A                   |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (5) BUDGET                         |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Gross Salary & Wages         |                          | Percent      | Amount  | Percent | Amount  | Percent | Amount  | Percent      | Amount | Percent        | Amount | Percent | Amount  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Children's Activity Coordinator #1 | 24,086                   | 100.0%       | 24,086  | -       | -       | -       | -       | -            | -      | -              | -      | 100.0%  | 24,086  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Children's Activity Coordinator #2 | 12,090                   | 100.0%       | 12,090  |         |         |         |         |              |        |                |        | 100.0%  | 12,090  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Lead Residential Specialist        | 22,880                   | 100.0%       | 22,880  |         |         |         |         |              |        |                |        | 100.0%  | 22,880  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Residential Specialist #1          | 22,360                   | 100.0%       | 22,360  |         |         |         |         |              |        |                |        | 100.0%  | 22,360  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Residential Specialist #2          | 22,360                   | 100.0%       | 22,360  |         |         |         |         |              |        |                |        | 100.0%  | 22,360  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Residential Specialist #3          | 4,385                    | 100.0%       | 4,385   |         |         |         |         |              |        |                |        | 100.0%  | 4,385   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Residential Specialist #4          | 6,000                    | Varies       | 6,000   |         |         |         |         |              |        |                |        | Varies  | 6,000   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Lead Therapist                     | 31,200                   | 66.3%        | 20,670  |         |         |         |         |              |        |                |        | 66.3%   | 20,670  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Clinical Supervisor                | 49,265                   | 20.0%        | 9,853   |         |         |         |         |              |        |                |        | 20.0%   | 9,853   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Clinical Coordinator               | 37,440                   | 10.0%        | 3,744   |         |         |         |         |              |        |                |        | 10.0%   | 3,744   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Clinical Supervisor Alternate      | 15,868                   | 13.5%        | 2,142   |         |         |         |         |              |        |                |        | 13.5%   | 2,142   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Therapist II                       | 2,660                    | Varies       | 2,660   |         |         |         |         |              |        |                |        | Varies  | 2,660   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SDHC Staff Salaries/Wages          |                          |              |         | 101,965 | 100.0%  |         |         | 250,048      | 100.0% |                |        | 100.0%  | 101,965 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ESG Staff Salaries/Wages           |                          |              |         |         |         |         |         |              |        |                |        | 100.0%  | 250,048 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Salaries & Wages             |                          |              | 153,231 |         | 101,965 |         | 250,048 |              | -      |                | -      | 0.0%    | 505,244 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (4) FRINGE BENEFITS                |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| See Attachment B                   |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| CDBG Staff Fringe Benefits:        |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| FICA                               |                          | 100.0%       | 11,519  |         | -       |         | -       |              | -      |                | -      | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Worker's Compensation              |                          | 100.0%       | 6,437   |         | -       |         | -       |              | -      |                | -      | 100.0%  | 11,519  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Medical Insurance                  |                          | 100.0%       | 11,546  |         | -       |         | -       |              | -      |                | -      | 100.0%  | 6,437   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Dental Insurance                   |                          | 100.0%       | 866     |         | -       |         | -       |              | -      |                | -      | 100.0%  | 11,546  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Life/LTD/EAP                       |                          | 100.0%       | 465     |         | -       |         | -       |              | -      |                | -      | 100.0%  | 866     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Retirement Benefit                 |                          | 100.0%       | 3,120   |         | -       |         | -       |              | -      |                | -      | 100.0%  | 465     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SDHC Staff Fringe Benefits         |                          |              |         | 24,228  | 100.0%  |         |         | 54,738       |        |                |        | 100.0%  | 24,228  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ESG Staff Fringe Benefits          |                          |              |         |         |         |         |         |              |        |                |        | 100.0%  | 54,738  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        | 0.0%    | -       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                    |                          |              |         |         |         |         |         |              |        |                |        |         |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

NOTES ON CALCULATIONS:

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CITY OF SAN DIEGO  
FY 2013 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
COST ALLOCATION PLAN  
COST ALLOCATION PLAN CONTINUED - AGENCY San Diego Housing Commission-CORTEZ HILL FAMILY CENTER

| (1) FUNDING SOURCE TITLE        |            | City SD CDBG |        | SDHC    |        | ESG     |        | State Grants |        | Federal Grants |        | TOTAL   |         |
|---------------------------------|------------|--------------|--------|---------|--------|---------|--------|--------------|--------|----------------|--------|---------|---------|
| (2) TOTAL FUNDING SOURCE AMOUNT |            | 187,184      |        | 200,000 |        | 362,816 |        | 48,000       |        | -              |        | 798,000 |         |
| (3) TOTAL ANTICIPATED PROJECTS  |            |              |        |         |        |         |        |              |        |                |        |         |         |
| (4) LINE ITEM                   | (5) BUDGET | Percent      | Amount | Percent | Amount | Percent | Amount | Percent      | Amount | Percent        | Amount | Percent | Amount  |
| SUPPLIES                        | 4,300      | 0.0%         | -      | 65.1%   | 2,800  | 34.9%   | 1,500  | -            | -      | -              | -      | 100.0%  | 4,300   |
| POSTAGE                         | -          | 0.0%         | -      | 0.0%    | -      | 0.0%    | -      | -            | -      | -              | -      | 0.0%    | -       |
| CONSULTANT SERVICES             | 5,000      | 0.0%         | -      | 0.0%    | -      | 100.0%  | 5,000  | -            | -      | -              | -      | 100.0%  | 5,000   |
| MAINTENANCE/REPAIR              | 15,000     | 0.0%         | -      | 13.3%   | 2,000  | 86.7%   | 13,000 | -            | -      | -              | -      | 100.0%  | 15,000  |
| PUBLICATIONS/PRINTING           | 200        | 0.0%         | -      | 0.0%    | -      | 100.0%  | 200    | -            | -      | -              | -      | 100.0%  | 200     |
| TRANSPORTATION                  | 3,000      | 0.0%         | -      | 0.0%    | -      | 100.0%  | 3,000  | -            | -      | -              | -      | 100.0%  | 3,000   |
| RENT                            | 3,250      | 0.0%         | -      | 100.0%  | 3,250  | 0.0%    | -      | -            | -      | -              | -      | 100.0%  | 3,250   |
| EQUIPMENT RENTAL                | 3,930      | 0.0%         | -      | 0.0%    | -      | 100.0%  | 3,930  | -            | -      | -              | -      | 100.0%  | 3,930   |
| INSURANCE                       | 7,500      | 0.0%         | -      | 100.0%  | 7,500  | 0.0%    | -      | -            | -      | -              | -      | 100.0%  | 7,500   |
| UTILITIES                       | 58,007     | 0.0%         | -      | 0.0%    | -      | 100.0%  | 58,007 | -            | -      | -              | -      | 100.0%  | 58,007  |
| TELEPHONE                       | 3,000      | 0.0%         | -      | 0.0%    | -      | 100.0%  | 3,000  | -            | -      | -              | -      | 100.0%  | 3,000   |
| EQUIPMENT PURCHASES             | 1,800      | 0.0%         | -      | 0.0%    | -      | 100.0%  | 1,800  | -            | -      | -              | -      | 100.0%  | 1,800   |
| (4) OTHER EXPENSES              | List Below |              |        |         |        |         |        |              |        |                |        |         |         |
| FOOD                            | 68,000     | 0.0%         | -      | 0.0%    | -      | 29.4%   | 20,000 | 70.6%        | 48,000 | -              | -      | 100.0%  | 68,000  |
| UNIFORMS/CLOTHING               | 250        | 0.0%         | -      | 100.0%  | 250    | 0.0%    | -      | -            | -      | -              | -      | 100.0%  | 250     |
| ANNUAL AUDIT                    | 6,600      | 0.0%         | -      | 0.0%    | -      | 100.0%  | 6,600  | -            | -      | -              | -      | 100.0%  | 6,600   |
| Total Nonpersonnel              |            |              | -      |         | 73,807 |         | 58,030 |              | 48,000 |                | -      |         | 179,837 |
| (4) IC/AO                       | List Below |              |        |         |        |         |        |              |        |                |        |         |         |
| D&O INSURANCE                   |            | 0.0%         | -      | 0.0%    | -      | 0.0%    | -      | 0.0%         | -      | -              | -      | 0.0%    | -       |
| ADMIN-OTHER                     |            | 0.0%         | -      | 0.0%    | -      | 0.0%    | -      | 0.0%         | -      | -              | -      | 0.0%    | -       |
|                                 |            | 0.0%         | -      |         | -      |         | -      |              | -      | -              | -      | 0.0%    | -       |
|                                 |            | 0.0%         | -      |         | -      |         | -      |              | -      | -              | -      | 0.0%    | -       |
| Total IC/AO                     |            |              | -      |         | -      |         | -      |              | -      | -              | -      |         | -       |
| TOTAL PROJECT COSTS             |            |              | -      |         | 73,807 |         | 58,030 |              | 48,000 |                | -      |         | 798,000 |

NOTES ON CALCULATIONS:

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**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**

YCOCA of SD 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.

HEATHER FINLAY  
Name of Authorized Official  
Heather Finlay  
Signature of Authorized Official

6/27/12  
Date

## SAN DIEGO HOUSING COMMISSION

1122 Broadway Suite 300, San Diego CA 92101

Name of Firm

YLOCA OF SD County

Payroll Ending Date

6/5/12

## 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)<br>African-American |     | (2)<br>Latino |     | (3)<br>Asian Pacific Islander |     | (4)<br>American Indian |     | (5)<br>Caucasian |     | (6)<br>Other Ethnicities |     |
|--|-------------------------|-----|---------------|-----|-------------------------------|-----|------------------------|-----|------------------|-----|--------------------------|-----|
|  | (M)                     | (F) | (M)           | (F) | (M)                           | (F) | (M)                    | (F) | (M)              | (F) | (M)                      | (F) |
| Executive, Administrative, Managerial                                |                         | 1   |               |     |                               | 1   |                        |     | 2                | 2   |                          |     |
| Professional Specialty   | 2                       |     | 1             | 8   |                               | 2   |                        |     |                  | 17  |                          |     |
| Engineers/Architects   |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| Technicians and Related Support                                      |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| Sales  |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| Administrative Support/Clerical                                      |                         |     |               | 1   |                               | 1   |                        |     | 2                | 5   |                          |     |
| Services   | 1                       | 10  | 4             | 11  |                               | 1   |                        |     | 4                | 11  |                          | 1   |
| Precision Production, Craft and Repair                               |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| Machine Operators, Assemblers, Inspectors                            |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| Transportation and Material Moving                                   |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| Handlers, Equipment Cleaners, Helpers and Non-construction Laborers* |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| TOTALS EACH COLUMN   |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| DISABLED (by ethnicity & gender)                                     |                         |     |               |     |                               |     |                        |     |                  |     |                          |     |
| GRAND TOTAL OF ALL EMPLOYEES   | 3                       | 11  | 5             | 20  |                               | 5   |                        |     | 8                | 35  |                          | 1   |

## 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

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  
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 Cleansers, 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

NAME OF COMPANY: Yucca of SD Conf TELEPHONE: 619-239-0355

ADDRESS: 1012 C Street

CITY: San Diego STATE: CA ZIP: 92101

PREPARED BY: Joe Ebel DATE: 6/27/12