



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

DATE ISSUED: September 10, 2020

REPORT NO: HAR20-031

ATTENTION: City Council President and Members of the City Council and Housing Authority For the Agenda of October 27, 2020

SUBJECT: Execution of the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Operation and Administration of the Homelessness Response Center and Approval of the Agreement with People Assisting the Homeless to Provide Services at the Homelessness Response Center.

COUNCIL DISTRICT(S): Citywide

REQUESTED ACTION:

That the Housing Authority of the City of San Diego (Housing Authority) and San Diego City Council authorize the execution of a Memorandum of Understanding (MOU) between the San Diego Housing Commission (Housing Commission) and the City of San Diego (City) for an initial eight-month term, with two one-year options to renew, for the operation and administration of the Homelessness Response Center located at 1401 Imperial Avenue, San Diego, California 92101; and that the Housing Authority authorize the Housing Commission's President & Chief Executive Officer, or designee, to execute an initial eight-month agreement, with two one-year options to renew, with People Assisting the Homeless (PATH) to provide system navigation and related services at the Homelessness Response Center.

STAFF RECOMMENDATION

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

Housing Authority:

- 1) Authorize the San Diego Housing Commission (Housing Commission) to enter into a Memorandum of Understanding (MOU) with the City of San Diego (City) for an initial eight-and-a-half-month term, anticipated to commence on November 1, 2020, and continuing through June 30, 2021, with two one-year options to renew, for the operation and administration of the Homelessness Response Center; funding for Fiscal Year (FY) 2021 shall consist of Community Development Block Grant, Low Moderate Income Housing Asset Fund and General Fund funds in a total annual amount of \$1,550,000,

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prorated for the initial contract term. The eight-and-a-half-month term will include a half month startup budget of \$64,583.33 and an eight-month operations budget of \$1,033,333.33;

- 2) Authorize the Housing Commission's President & Chief Executive Officer (President & CEO), or designee, to execute an agreement with People Assisting the Homeless (PATH) , using a sole-source justification procurement method, in an annual amount of \$733,751.15, prorated, for an initial term anticipated to commence on November 1, 2020, through June 30, 2021, with two one-year options to renew, to provide services at the Homelessness Response Center, located at 1401 Imperial Avenue, San Diego, California 92101, on terms and conditions as set forth in the agreement (Agreement), as it may be amended upon advice of the Housing Commission's General Counsel;
- 3) Authorize the Housing Commission's President & CEO, or designee, to execute all necessary documents and instruments that are necessary and/or appropriate to implement these approvals, in a form and format approved by General Counsel, and to take such actions necessary and/or appropriate to implement these approvals; and
- 4) Authorize the Housing Commission's President & CEO, or designee, to substitute funding sources and/or increase the program budget by not more than 20 percent of the total agreement amount for the proposed agreement, if necessary, without further action by the Housing Commission's Board of Commissioners (Board), but only if and to the extent that funds are determined to be available for such purposes.

City Council:

- 1) Authorize the City of San Diego to enter into a Memorandum of Understanding (MOU) with the Housing Commission for an initial eight-and-a-half-month term, anticipated to commence on November 1, 2020, and continuing through June 30, 2021, with two one-year options to renew, for the operation and administration of the Homelessness Response Center; and
- 2) Authorize the Chief Financial Officer to appropriate and expend the following funds for Fiscal Year (FY) 2021 for the operation and administration of the Homelessness Response Center: \$1,000,000 from Community Development Block Grant funds, funds (Unobligated CDBG Program), \$250,000 from the Low Moderate Income Housing Asset Fund and \$300,000 from the General Fund in a total annual amount of \$1,550,000, prorated for the initial contract term , to the Housing Commission for the ongoing operations of the Homelessness Response Center, contingent upon the Chief Financial Officer certifying that the funds are available.. The eight-and-a-half-month term will include a half month startup budget of \$64,583.33 and an eight-month operations budget of \$1,033,333.33; and

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- 3) Authorize the Mayor, or designee, on behalf of the City, to amend the FY 2021 Annual Action Plan, as applicable, to ensure that the approved \$1,000,000 FY 2021 Community Development Block Grant allocation to the Housing Commission for the Homelessness Response Center, and all public comments about such amendment received by the City during the public comment period, are included in the final amendment, and further authorize the Mayor, or designee, to submit the final amendment to HUD for approval.

SUMMARY

The current Housing Navigation Center was implemented as part of the City's comprehensive approach to addressing homelessness with a goal to increase the resources within the City's Homeless Crisis Response System. The existing program has coordinated multiple partners at a single site, providing enhanced access to a variety of services to meet the needs of persons experiencing homelessness, and increased access to housing navigation services and intake into the region's Coordinated Entry System database.

The Homelessness Response Center, as operated and administered by the Housing Commission, will build upon the Housing Navigation Center's work to date and enhance the program to drive the strategic development and implementation of a streamlined, coordinated, client-centric, City Homelessness Crisis Response System. The Housing Commission will leverage its subject matter expertise, existing HOUSING FIRST – SAN DIEGO programs, and strong partnerships to achieve a broad vision for the Homelessness Response Center in the City in alignment with the City's Community Action Plan on Homelessness.

The Housing Commission will directly operate the Homelessness Response Center, and People Assisting the Homeless (PATH) will provide system navigation and related services within the program. The Regional Task Force on the Homeless (RTFH) will be another key partner in this effort, working with the Housing Commission and PATH to integrate the system navigation approach with a streamlined Coordinated Entry System process and case conference with shelter and housing providers to achieve the best housing outcome for persons experiencing homelessness. The program will fund a dedicated Coordinated Entry System staff person with RTFH who will be co-located at the Homelessness Response Center along with Housing Commission and PATH staff.

As part of implementation of the program, the City of San Diego's designee and the Housing Commission's President & CEO, or designee, under existing authorities will negotiate a zero-cost real-property agreement for the program site, in a form and format approved by General Counsel, to allow the Housing Commission to assume site control during the duration of its operation at the site.

PROGRAM OVERVIEW

The Homelessness Response Center will operate at 1401 Imperial Avenue, San Diego, California,

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92101. The site will be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, and 9:00 a.m. to 3 p.m. on Saturdays. The Housing Commission will directly operate and administer the Homelessness Response Center, and PATH will operate on-site as a lead partner, providing system navigation and related services. RTFH will also have staff on-site.

The Housing Commission is uniquely positioned to effectively implement this critical component of the City's Homeless Crisis Response System to address access to services across the spectrum of need from homelessness prevention to permanent housing placement, in alignment with the five "Key Strategies" of the City's Community Action Plan on Homelessness. The Program's objective is to centralize and streamline access to a spectrum of housing interventions and housing-related services for San Diegans experiencing homelessness. The Homelessness Response Center will offer client-centered system navigation systems that support participants throughout all stages of their pathway toward attaining housing and contribute to the development of a data-informed and systems-level perspective on the City's Homeless Crisis Response System by reporting on system outcomes across all stages of service delivery.

PATH will provide system navigation services to identify and meet the needs of individuals experiencing homelessness during each stage in their pathway toward housing, providing client-centered services. PATH will work collaboratively with the Housing Commission to increase the efficiency of the overall system of care by identifying and resolving barriers.

This comprehensive, system-wide approach organizes the work into three major phases within the system and aligns with the "Desired Homeless Assistance System Flow" outlined in the City of San Diego's Community Action Plan on Homelessness. The three phases are described in detail in the Homelessness Response Center Project Overview (Attachment 1).

This Homelessness Response Center will also align with the Community Action Plan's Foundational Strategies to "Improve the Performance of Existing Systems," and to "Increase Access to Permanent Housing Solutions" and will track data and metrics to monitor the overall homeless response system flow and the effectiveness of engagement between providers and clients toward their search for housing. This approach to data reporting will also meet the Community Action Plan's guiding principle to "make data-driven decisions and create transparency."

CONTRACT SELECTION PROCESS

A sole source selection process was utilized to procure PATH as the provider of system navigation and related services for the Homelessness Response Center. Since its founding in 1984, PATH has continually pioneered innovative and effective approaches to assisting persons experiencing homelessness. PATH operates service programs throughout California, including the City of San Diego, connecting clients to a comprehensive continuum of homelessness prevention, shelter and housing services through a variety of programs including Interim Shelter and PATH Connections Housing, a partnership that brings a variety of agencies together under one roof to meet the many needs of the downtown homeless population. PATH also provides extensive care coordination and

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housing navigation services for the Whole Person Wellness Program and Health Homes Program, and has the necessary expertise and service experience to provide system navigation services at the Homelessness Response Center. The justification for using a sole source selection process is further evidenced by PATH's experience with serving a diverse population of persons experiencing homelessness, providing a wide array of services including care coordination and housing navigation, and strong performance with operating its other programs. The sole source justification is in compliance with the Housing Commission's Statement of Procurement Policy 9.4.

AFFORDABLE HOUSING IMPACT

As San Diegans continue to live in a City-declared housing emergency "shelter crisis," the need for immediate housing assistance is critical to the well-being of community members. The Homelessness Response Center serves this purpose by providing client-centered services and improving the efficiency of the overall system of care, including connection to housing by identifying and resolving barriers.

FISCAL CONSIDERATIONS

The proposed funding sources and uses are contingent upon the City making funds available.

FUNDING SOURCE	Year 1 *	Year 2 **	Year 3 **
CDBG	\$1,000,000	\$1,000,000	\$1,000,000
General Fund	\$300,000	\$300,000	\$300,000
Low and Moderate Income Housing Asset Fund	\$250,000	\$250,000	\$250,000
TOTAL	\$1,550,000	\$1,550,000	\$1,550,000

* The annual Year 1 funding amount will be pro-rated to reflect the length of the initial contract term through June 30, 2021.

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

EQUAL OPPORTUNITY/CONTRACTING

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

KEY STAKEHOLDERS AND PROJECTED IMPACTS

Stakeholders for this project include persons experiencing homelessness, PATH as the sub-recipient providing system navigation and related services, and neighborhood residents and businesses in and around the East Village neighborhood of downtown San Diego.

ENVIRONMENTAL REVIEW

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The City of San Diego, as Lead Agency, determined that the activity to negotiate and execute the purchase and sale agreement for the acquisition of property at 1401 Imperial Avenue (Purchase & Sale Agreement), allocate and transfer associated funding, and approval of property improvements is covered June 5, 2018 Approval of Contract between San Diego Housing Commission and a Contractor to operate the Housing Navigation Center at 1401 Imperial Avenue, San Diego, California 92113 Page 8 by the General Rule, CEQA Section 15061(b)(3), and is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301. In addition, development and land uses within the Downtown Community Planning area are covered under the following documents, all referred to as the “Downtown FEIR”: Final Environmental Impact Report (FEIR) for the San Diego Downtown Community Plan, Centre City Planned District Ordinance, and 10th Amendment to the Centre City Redevelopment Plan, certified by the former Redevelopment Agency (“Former Agency”) and the City Council on March 14, 2006 (Resolutions R-04001 and R301265, respectively); subsequent addenda to the FEIR certified by the Former Agency on August 3, 2007 (Former Agency Resolution R-04193), April 21, 2010 (Former Agency Resolution R-04510), and August 3, 2010 (Former Agency Resolution R-04544), and certified by the City Council on February 12, 2014 (City Council Resolution R-308724) and July 14, 2014 (City Council Resolution R-309115); and, the Final Supplemental Environmental Impact Report for the Downtown San Diego Mobility Plan certified by the City Council on June 21, 2016 (Resolution R-310561). The environmental impacts of the proposed uses were adequately addressed in the Downtown FEIR; the uses are within the scope of the development program described in the Downtown FEIR and are adequately described within the Downtown FEIR for the purposes of CEQA; and, none of the conditions listed in CEQA Guidelines Section 15162 exist. Therefore, no further environmental documentation is required under CEQA. The current, proposed agreement for services and Memorandum of Understanding is not a separate “project” for purposes of CEQA pursuant to CEQA Guidelines Section 15378(a) because the funding action does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, in comparison to the Project for which the Development Services Department has determined that the CEQA exemption applies. The City of San Diego, as responsible entity, conducted a NEPA Environmental Review of this Project for use of the federal funds. The activities contemplated herein are categorically excluded subject to Section 58.5 pursuant to Section 58.35(A)(3)(iii) and convert to exempt under Section 58.34(a)(12). A final NEPA Environmental Review was completed by the City of San Diego on November 22, 2019 and a copy of the Environmental Review is on file in the Environmental Review Record.

The proposed activities related to the acceptance and allocation of CDBG funds to projects are not a project pursuant to Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines as the proposed activities involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Thus, the proposed activities are not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3). Projects identified in the draft Action Plan have been or are in the process of being

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reviewed or will require review under CEQA at a future time in accordance with the City's Land Development Code. This determination is predicated on CEQA Guidelines Section 15004 which provides direction to lead agencies on the appropriate time for environmental review.

At this time, the City is allocating proposed funding for programs and projects, subject to future approval from HUD and awarding of or entering into contracts for specific projects. The City is not committing funding to or to undertaking any project in a manner that will have an adverse environmental impact or that forecloses reasonable alternatives or mitigation measures that would ordinarily be part of the NEPA or CEQA review for any project. As part of the HUD process for releasing CDBG funds to the City, before the City commits to funding or awards or enters into a contract for a project and when more meaningful information for environmental assessment is available for certain of the anticipated projects, the City will comply with the applicable requirements of NEPA and/or CEQA for each project. [24 C.F.R. section 58.22(a) and 14 C.C.R. section 15004(b).]

Respectfully submitted,

Approved by,



Lisa Jones
Senior Vice President
Homeless Housing Innovations

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

Attachments:

1. Homelessness Response Center Program Overview
2. Draft contract between the Housing Commission and PATH
3. Draft MOU between the Housing Commission and the City

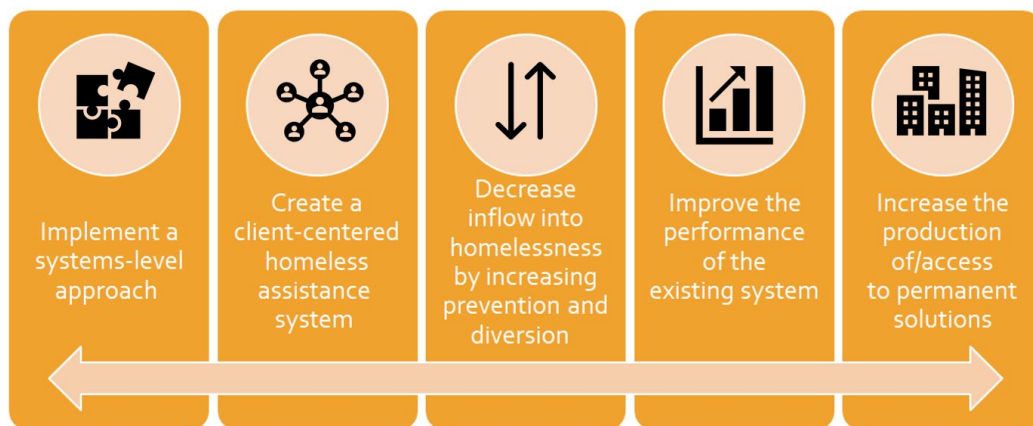
Docket materials are available in the "Governance & Legislative Affairs" section of the San Diego Housing Commission website at www.sdhc.org

San Diego Housing Commission's Homelessness Response Center

Program Model Overview

The San Diego Housing Commission (SDHC) proposes to leverage its subject matter expertise, existing HOUSING FIRST – SAN DIEGO programs and strong partnerships to achieve a broad vision for the Homelessness Response Center in the City of San Diego (City) in alignment with the [City's Community Action Plan on Homelessness](#).

SDHC has designed a program to drive the strategic development and implementation of a streamlined, coordinated, client-centric, City of San Diego Homelessness Crisis Response System. SDHC is uniquely positioned to effectively implement this vision for the City, addressing access to services across the spectrum of need from homelessness prevention to permanent housing placement, in alignment with the five "Key Strategies" of the [City of San Diego's Community Action Plan on Homelessness](#):



This comprehensive, system-wide approach organizes the work into three major phases within the system and aligns with the [Community Action Plan's "Desired Homeless Assistance System Flow"](#) (Pages 21 and 25).

Phase One: Engagement Services – Prevention, Coordinated Outreach

Phase Two: Crisis Response & Stabilization – Diversion, Coordinated Shelter Access

Phase Three: Housing & Services – Housing Navigation Assessment and Housing Placement

San Diego Housing Commission's Homelessness Response Center

Phase One: Engagement Services – Prevention, Coordinated Outreach

Building on the model implemented by SDHC's Homeless Housing Innovations Division -in partnership with other agencies for "**Operation Shelter to Home**" (**OSTH**), the **Homelessness Response Center** will leverage existing SDHC resources, including SDHC's HOUSING FIRST – SAN DIEGO Prevention & Diversion programs and the Landlord Engagement and Assistance Program (LEAP). SDHC's program will implement comprehensive prevention and diversion strategies by leveraging existing resources within SDHC as well as several partner programs. SDHC's key project partner will be the Regional Task Force on the Homeless (RTFH) to ensure streamlined access to Coordinated Entry System opportunities and leverage regional subject matter expertise, capacity building and training resources. People Assisting the Homeless (PATH) also will be a key partner to leverage existing expertise and resources in Outreach and System Navigation through PATH's Whole Person Wellness & Health Home programs, as well as PATH's outreach and diversion programs funded by RTFH Homeless Emergency Aid Program (HEAP) resources.

The program will further implement a comprehensive approach to **Coordinated Outreach**, utilizing funding allocated in the City of San Diego's Fiscal Year 2021 budget to hire a high-level Senior Outreach Systems Coordinator. Implementing a Comprehensive Coordinated Outreach strategy is a key element of the Community Action Plan (Pages.21, 33 and 47), and will also align with the Unsheltered and Encampment Policy adopted by RTFH in January 2020. In addition, the Coordinated Outreach model will implement the Street Outreach Standards & Practices in development by OrgCode Consulting for the RTFH. These Standards are currently being finalized with input from a working group that includes representatives from SDHC, the City, County of San Diego, RTFH and OrgCode to support the day-to-day work performance and outcomes of outreach teams across the region, in alignment with the adopted Unsheltered and Encampment Policy.

- Prevention, System and Shelter Diversion
 - SDHC Partnership with 2-1-1 and RTFH-Funded Prevention & Diversion programs
 - Downtown San Diego Partnership's Family Reunification Program



San Diego Housing Commission's Homelessness Response Center

- Coordinated Outreach
 - Homelessness Response Center- Outreach System's Coordinator-contracted programs and/or partnerships:
 - As part of the Fiscal Year 2021 budgeting approvals, the City Council allocated \$1,500,000 in funding for coordinated, neighborhood-based outreach. SDHC is currently finalizing a Request for Proposals for this work, which will be released by the end of July, and aligns with the best practices detailed in the Street Outreach Standards and Practices.
 - Bridge Shelter Outreach Teams
 - PATH Outreach Teams
 - Downtown San Diego Partnership's Family Reunification Program
 - SDPD's Homeless Outreach Team
 - Regional Partners
 - RTFH's Outreach Coordinator
 - County of San Diego Behavioral Health Services, Homeless Outreach Workers

Phase Two: Crisis Response & Stabilization – Diversion, Coordinated Shelter Access

SDHC's Homelessness Response Center will also carry over the coordinated shelter placement model SDHC developed for OTH and operated by SDHC. Under this model, prioritization for and availability of shelter beds will be coordinated by the Homelessness Response Center Centralized Intake Coordinator position. This will ensure consistency of prioritization and centralized management of bed availability for all outreach teams across the City's homeless crisis response system.

- Coordinated Shelter Placement
 - City-Funded Bridge & Interim Shelters
 - Future Respite & Recuperative Care beds
 - Participating non-City-funded shelter beds

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- Alternative Short- & Medium-Term Housing Interventions
 - Grant Per Diem & Safe Haven Veterans programs
 - Substance Use Disorder programs
 - Transitional Housing programs
 - Domestic Violence programs

Phase Three: Housing Assessment and Housing Placement

Building on the lessons learned through the City Bridge Shelter program's Housing First Evaluation and the areas of need and opportunities for system improvement identified in the Community Action Plan on Homelessness, SDHC's Homelessness Response Center will leverage **SDHC's Landlord Engagement and Assistance Program** (Page 33), the City's Flexible Housing Fund program, a variety of other partner agency programs, and RTFH's Coordinated Entry System resources to identify the best housing opportunities available to meet an individual or family's needs and work with system partners to transition clients into longer-term or permanent housing.

- Alternative Long-Term Housing Interventions
 - Shallow Subsidy programs
 - Master Lease/Flexible Spending programs
 - Roommate Sharing programs
 - Adult Independent Living Care
 - Long-Term Nursing Care
- Coordinated Entry System (CES) Housing Interventions
 - Housing Navigation Center -Funded RTFH-CES Coordinator for City System
 - Permanent Supportive Housing
 - Sponsor-Based Housing Vouchers, Project-Based Housing Vouchers, Roommate Sharing, Veterans Affairs Supportive Housing (VASH), Project One for All, other permanent supportive housing

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- Rapid Rehousing
 - Supportive Services for Veterans Families (SSVF), Continuum of Care (CoC), Emergency Solutions Grant (ESG), Homeless Emergency Aid Program (HEAP), Homeless Housing Assistance and Prevention (HHAP), SDHC's Moving Home

Data-Informed Performance and Systems Monitoring

In alignment with the Community Action Plan's Key Strategies to **Improve the Performance of Existing Systems** and **Increase Access to Permanent Housing Solutions**, SDHC's Homelessness Response Center will have a dedicated Systems Analyst position. A guiding principle of the Community Action Plan is to **Make Data-driven Decisions and Create Transparency** (Page 18). This position will conduct ongoing monitoring and reporting of not only SDHC's Homelessness Response Center's performance, but also of identified key indicators across the coordinated homeless crisis response system, as implemented by SDHC's Homelessness Response Center model, and in alignment with Community Action Plan key strategies and three-year goals. This will include (but not be limited to) monitoring the overall system flow; whether diversion activities were applied; length of time from initial system engagement to housing; length of time from Coordinated Entry System matching to program enrollment and lease-up; and identifying and recommending administrative or policy changes to reduce barriers, increase utilization of current system resources and address system gaps.

Advisory Groups in Adherence to Guiding Principles

The Community Action Plan identified nine Guiding Principles, the first of which is **Be Accountable**. Two additional guiding principles are **Value the Voices of People with Lived Experiences** and **Communicate and Collaborate More Effectively**.

SDHC will implement System Advisory Groups in alignment with the Community Action Plan recommendations (Page 37). These groups will meet regularly to provide input and support problem-solving to improve program services and performance. SDHC's Homelessness Response Center staff will organize the

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advisory group meetings and will determine frequency, based on input from attendees. Advisory groups will, at minimum, include the following:

- Persons with Lived Expertise Advisory Group
- Front-Line Homeless Services Staff Advisory Group
- Homeless Service Provider – Leadership Advisory Group
- Community Member Advisory Group

Conclusion

The City's Community Action Plan on Homelessness provides the essential principles and strategies to build a strong citywide Homelessness Crisis Response System and guide homelessness program development in the years ahead. By applying the Community Action Plan framework to the Homelessness Response Center, SDHC will establish a key foundational program, that embodies a system-wide coordinated and client centered, approach. While also centralizing and streamlining access to a spectrum of interventions and services for San Diegans experiencing homelessness in a way that advances the City's objectives and the Community Action Plans vision in addressing homelessness.



SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR HOMELESSNESS RESPONSE CENTER SERVICES
WITH
PEOPLE ASSISTING THE HOMELESS (PATH)

Contract No. HHI-21-17

THIS AGREEMENT, entered into this _____ day of _____ 2020,

between the Commission:

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

and the Contractor:

PEOPLE ASSISTING THE HOMELESS (PATH)
340 North Madison Avenue
Los Angeles, CA 90004
(323) 644-2209

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate the San Diego Housing Commission's Homelessness Response Center (the "Program") as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3

103. TIME OF PERFORMANCE

a. Initial Term

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

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for two additional one-year terms,

by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 244. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego ("Housing Authority").

Only one option may be exercised at any one time during any term of the Agreement. The option to extend the Agreement may be granted by the Commission in its sole discretion and is dependent upon the availability of funds and budget approval by the Housing Authority. The compensation to be paid the Contractor during any optional terms shall be the compensation set forth in Contract Attachment No. 3.

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 244 herein.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule," attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of FOUR HUNDRED EIGHTY NINE THOUSAND, ONE HUNDRED AND SIXTEY SEVEN DOLLARS AND FOURTYTHREE CENTS (\$489,167.43). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails

to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 249 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

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

d. Funding Source

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

105. NOTICES

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

Signature Page to Agreement for Homelessness Response Center Services with People Assisting the Homeless (Contract No. HHI-21-17):

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

CONTRACTOR:
PEOPLE ASSISTING THE HOMELESS (PATH)

By: _____ Date: _____
Jennifer Hark-Dietz
Deputy CEO

COMMISSION:
SAN DIEGO HOUSING COMMISSION

By: _____ Date: _____
Jeff Davis
Executive Vice President and Chief of Staff

By: _____ Date: _____
Lisa Jones
Senior Vice President of Homeless Housing Innovations

By: _____ Date: _____
Debra Fischle-Faulk
Vice President of Procurement and Compliance

Approved as to Form:
Christensen & Spath LLP

By: _____ Date: _____
Charles Christensen
General Counsel for San Diego Housing Commission

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Contractor and Designated Representative.

(a) Contractor acknowledges that Contractor is an independent contractor, and not agents or employees of the Commission, the Housing Authority, or the City of San Diego. Any provision of this Agreement that may appear to give the Commission a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of the Commission concerning the end results of the performance.

(b) Contractor shall have no authority to bind the Commission, in any manner, or to incur any obligation, debt or liability of any kind, on behalf of or against the Commission, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the Commission.

(c) Because this Agreement is entered into by the Commission in reliance upon Contractor's qualifications, experience, and personnel identified, Contractor shall not assign or subcontract any of its rights, obligations, and/or duties under this Agreement, without first obtaining the written consent of the Commission. Any putative assignment of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative assignee, and any such assignment shall be ineffective, null and void. Any assignment in violation of this Section is grounds for immediate termination of this Agreement, at the sole discretion of the Commission.

(d) Contractor shall identify a designated representative for the purposes of this Agreement. In the event Contractor changes its designated representative for the purposes of this Agreement, Contractor shall notify the Commission of the new designated representative within ten (10) calendar days of the date of such change.

202. Ownership of Materials and Documents

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

203. Non-Disclosure of Confidential Information

(a) The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly

or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

- (b) Section 203(a) above does not apply to information that:
 - (i) was publicly known, or otherwise known to Contractor, at the time the information was provided to Contractor by the Commission;
 - (ii) subsequently becomes publicly known, through no act or omission of Contractor;
 - (iii) becomes known to Contractor from a source or means other than the Commission;
 - (iv) is considered a “public record,” pursuant to the California Public Records Act (California Government Code sections 6250 – 6276.48); or
 - (v) is required to be disclosed pursuant to law or a court order.

204. Documents and Written Reports

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

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

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

205. Project Records

(a) Generally. Contractor shall maintain all Project Records during the term of this Agreement, including those required by the Federal regulations specified in 24. C.F.R. 570.506 and those required by the City of San Diego’s most current operating manual (Operating Manual) that are pertinent to the activities to be funded under this Agreement. Project Records include all administrative and/or financial records required in connection with the Agreement 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 Operating Manual.

(b) Accounting Records. Contractor shall maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Contractor shall also comply with 24 C.F.R. part 200 regarding accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.

(c) Inspection and Photocopying. At any time during normal business hours and as often as requested, Contractor shall permit, the Commission, the City of San Diego, 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 Contractor), 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, City of San Diego, HUD, or Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the Commission, City of San Diego, HUD, or Comptroller General in its sole discretion. The Commission will keep all copies of Project Records in the strictest confidence required by law. If Contractor is unable to make any Project Records available for inspection within the County of San Diego, then Contractor shall pay all of the Commission's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. 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 of San Diego, HUD, Comptroller General, or any of their duly authorized representatives, for Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the requesting party for the purposes described in Section 205(c) above.

(e) Storage Period. Except where long retention periods are required pursuant to 24 CFR 576.500(y), Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) 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 the Contractor's regular place of business. At any time during the storage period, Contractor shall permit Commission, the City of San Diego, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all Project Records for the purposes described in Section 205(c) above. After the storage period had expired, Contractor shall provide the Commission with thirty (30) calendar days written notice of its intent to dispose of any Project Records. During this time period, the Contractor shall provide any and all Project Records to the Commission upon the request of the Commission.

206. HUD Program Specific Audit Requirements

2 CFR Part 200, as applicable, requires that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed, or insured loan balances totaling \$750,000.00 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

207. Contractor's Liability

Contractor shall defend, indemnify, protect, and hold harmless the Commission, the San Diego Housing Authority, the City of San Diego, and their elected officials, appointed officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including, but not limited to, injury to either of their officers, employees, invitees, guests, and agents, which arise from, or are connected with, or are caused, or claimed to be caused, by this Agreement, or by the acts or omissions of the other party hereto or any of their elected officials, appointed officials, officers, employees, representatives, and agents in performing the work or services required or authorized herein, and all expenses of investigating and defending against same, including, without limitation, attorneys' fees and costs. However, any party's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the other party or its elected officials, appointed officials, elected officials, departments, officers, employees, representatives, and/or agents. Any defense of any person referenced in this Section shall be at the indemnifying party's sole cost and expense and by counsel selected by the indemnifying party, subject to the reasonable approval of the indemnified person, which counsel may, without limiting the rights of any of the indemnified person pursuant to the next succeeding sentence of this Section, also represent the indemnifying party in such investigation, action or proceeding. If any indemnified person determines reasonably and in good faith that its defense by the indemnifying party is reasonably likely to cause a conflict of interest or is being conducted in a manner which is prejudicial to such persons interests, such indemnified person may elect to conduct its own defense through counsel of its own choosing, subject to the reasonable approval of the indemnifying party, and at the expense of the indemnifying party.

208. Insurance

(a) Insurance Companies. All insurance required in this Agreement shall be carried only by insurers that have been rated "A-, VI," or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the Commission. The Commission will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

(b) Commercial General Liability Insurance

- (i) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.
 - 2) The policy shall expressly provide that:
 - (i) all defense costs shall be outside the limits of the policy; and
 - (ii) the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the insurer to the Commission by certified mail.
 - 3) The policy shall be endorsed to expressly provide that:
 - (i) the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds; and
 - (ii) the policy is primary and non-contributory to any insurance that may be carried by the Commission.
 - 4) There shall be no endorsement or modification of the policy limiting the scope of coverage for insured versus insured claims, or for contractual liability.
- (c) Commercial Automobile Liability Insurance.
- 1) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial Automobile Liability Insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used for purposes of this Agreement, written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").
 - 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.

- 3) The policy shall be endorsed to expressly provide that the City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego, their elected and appointed officials, officers, agents, employees, and representatives are named as additional insureds.

(d) Workers' Compensation Insurance

- 1) At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Workers' Compensation Insurance for Contractor's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.
- 2) The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after 30 calendar days written notice by the Contractor to the Commission by certified mail.
- 3) The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against the City of San Diego, the San Diego Housing Commission, the Housing Authority of the City of San Diego and their elected and appointed officials, officers, agents, employees, and representatives.

(e) Certificates. Prior to the effective date of this Agreement, Commission and Contractor shall provide to the City, the San Diego Housing Commission and the Housing Authority of the City of San Diego insurance certificates evidencing the insurance required in Sections 210(b), 210(c), and 210(d) above.

(f) Endorsements. Prior to the effective date of this Agreement, Commission and Contractor, shall provide to the City, the San Diego Housing Commission and the Housing Authority of the City of San Diego, the endorsements required under Sections 210(b)(iii), 210(b)(iii), and 210(c)(iii) above. Contractor shall ensure that all such endorsements are in full force and effect throughout the term of this Agreement.

(g) City and Commission's Right to Request and Review Contractor's Insurance Policies. The City and the Commission, reserve their rights to request, and Contractor shall immediately submit to the City and the Commission, upon the City's and Commission's request, copies of any policy required in Sections 210(b), 210(c), and 210(d) above, and its right to review, at any time, Contractor's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are sufficient, given the level of risk associated with the services described in the Agreement. If the City and/or the Commission determines that any such insurance coverage, limits, deductibles, and/or self-insured retentions is insufficient, the City and Commission shall amend this Agreement to increase such insurance coverage, limits, deductibles, and/or self-insured retentions to a sufficient level, as determined by the City and Commission, and Contractor shall comply with any such amendment.

(h) Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions on any policy shall be the responsibility of Contractor.

(i) Contractor's Liability Not Limited to Insurance Coverage. Contractor's liability, including, but not limited to, Contractor's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.

(j) Modifications Affecting Commission's Exposure to Loss. Contractor shall not modify any policy (or endorsement thereto), which increases the Commission's exposure to loss for the duration of this Agreement.

(k) Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

(l) Expiration of Policies. Upon the expiration date of each insurance policy required in Sections 210(b), 210(c), and 210(d) above, Contractor shall provide to Commission an insurance certificate showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide to the Commission all required endorsements for the new or extended policies within 15 calendar days of the expiration date of each expiring insurance policy.

(m) Requirement to Maintain Insurance. Any failure by Contractor to maintain the insurance required by this Agreement throughout the term of this Agreement shall constitute a material breach of this Agreement and shall be grounds for immediate termination.

209. Compliance with Laws and Policies

Contractor shall comply with all applicable laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements, and policies of the federal, state, and local governments, as they pertain to this Agreement. In addition, Contractor shall immediately comply with all directives issued by the City of San Diego, or its duly authorized representatives, under authority of any law, statute, rule, regulation, order, ordinance, resolution, permit, requirement, or policy of the federal, state, or local governments. Failure by the Contractor to accept or comply with rules, regulations, and procedures which affect the terms of this Agreement, shall be deemed a material breach of this Agreement and shall be grounds for immediate termination by Commission.

210. Conflict of Interest

(a) Contractor shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, each of the following:

- 1) the conflict of interest provisions in 24 CFR 576.404, 24 CFR 570.611, 2 CFR 200.112 and 2 CFR 200.318; and
- 2) California Government Code sections 1090 et. seq., and 81000 et. seq.

(b) The parties are unaware of any financial or economic interest of any public officer or employee of the Commission or Contractor relating to this Agreement. If the Commission or Contractor becomes aware at any time during the Term of this Agreement of any financial or economic interest, the Contractor or Commission, as applicable, shall immediately disclose in writing such interest to the other party. If such a financial and/or economic interest is determined to exist, the Contractor or Commission may immediately terminate this Agreement by giving written notice thereof.

(c) If, in performing its obligations and duties set forth in this Agreement, Contractor makes, or participates in, a “government decision,” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the Commission that would otherwise be performed by a City of San Diego employee holding a position specified in the City of San Diego’s conflict of interest regulations, Contractor shall be subject to the City of San Diego’s conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing Contractor’s relevant financial interests.

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.

- 1) Statements of economic interest shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk for the City of San Diego. Contractor shall file a Form 700 (Assuming Office Statement) within thirty (30) calendar days of the Commission’s determination that Contractor is subject to the City of San Diego’s conflict of interest regulations. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Contractor was subject to the City of San Diego’s conflict of interest regulations.
- 2) If the Commission requires Contractor to file a statement of economic interests as a result of the obligations and duties performed, Contractor shall be considered a “City Official,” subject to the provisions of the City of San Diego’s Ethics Ordinance, including the prohibition against lobbying the City of San Diego for one year following the termination of this Agreement.

(d) Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.

(e) Contractor’s personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any subcontractor or potential subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations or policies.

(f) If Contractor violates any conflict of interest law, or the provisions of this section, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies available under the 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.

211. Equal Opportunity Programs

(a) Contractor shall comply with the City of San Diego's Equal Employment Opportunity (EEO) Outreach Program, codified in San Diego Municipal Code sections 22.2701-22.2707. Contractor is individually responsible for abiding by its contents.

(b) Contractor shall comply with Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 CFR chapter 60), the California Fair Employment Practices Act, and any other applicable federal and state laws and/or regulations hereinafter enacted.

(c) Contractor shall not discriminate on the basis of race, color, gender, religion, national origin, sexual orientation, age, familial status, or disability, in performing any obligation or duty in connection with this Agreement, including, but not limited to, the provision of services, privileges, facilities, advantages, and accommodations.

(d) Contractor shall provide equal opportunity in all employment practices.

(e) Contractor shall submit to Commission, a current Work Force Report, and if requested by the Equal Opportunity Contracting (EOC) staff, an Equal Employment Opportunity Plan, as required by San Diego Municipal Code section 22.2705.

(f) Contractor understands that compliance with EEO provisions shall be monitored and reviewed by Commission or City of San Diego EOC staff.

(g) Contractor acknowledges that its failure to comply with the above requirements, or its submittal of false information in response to these requirements, fully authorizes the Commission to take any of the following actions: the withholding of reimbursement payments until Contractor complies with the above; immediate termination of this Agreement; debarment; and/or other sanctions, including suspension from participating in future Commission or City of San Diego contracts (as prime or subcontractor) for a period of not less than one year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three years. Failure to satisfy penalties imposed pursuant to this section shall prohibit Contractor from participating in future Commission or City of San Diego contracts until all penalties have been satisfied.

(h) Nothing in this section shall be interpreted to hold Contractor liable for any discriminatory practice of its subcontractors.

212. Non-Discrimination in Contracting

(a) Contractor shall comply with the Nondiscrimination in Contracting Ordinance, codified in San Diego Municipal Code sections 22.3501 – 22.3517.

(b) Contractor shall not discriminate as it relates to this Agreement, on the basis of race, color, gender, religion, national origin, ethnicity, sexual orientation, age, familial status, or disability, in the solicitation, selection, hiring, or treatment of its employees, any applicants for employment, any subcontractors, vendors, or suppliers.

(c) Within sixty (60) calendar days of a request by the Commission, Contractor shall require provide the Commission a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor shall ensure its full cooperation in any investigation conducted by the Commission, pursuant the Nondiscrimination in Contracting Ordinance, referenced above.

(d) Violation of any provision by Contractor shall be considered a material breach of their agreement with Commission, and may result in remedies being ordered against Contractor up to, and including, immediate termination of their agreement, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance.

213. Local Business and Employment

Contractor acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms on all City of San Diego contracts. Contractor shall to the extent reasonably possible, solicit applications for employment, as well as bids and proposals for subcontracts for work associated with this Agreement, from local residents and firms, as opportunities occur. Contractor shall hire qualified local residents and firms, whenever feasible.

214. Living Wage Ordinance

Where applicable, Contractor shall comply with the provisions of the Living Wage Ordinance, codified in San Diego Municipal Code sections 22.4301 through 22.4245, in performing its obligations and/or duties under this Agreement.

215. Americans With Disabilities Act

Contractor shall comply with City Council Policy 100 04, as adopted by City Council Resolution R-282153, relating to the federally mandated Americans with Disabilities Act (ADA), as incorporated into this Agreement by this reference. Contractor shall be individually responsible for their own ADA program.

216. 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.

217. 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.

218. Drug-free Workplace

Contractor shall comply with the Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Agreement by this reference. Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

(ii) The Contractor's policy of maintaining a drug-free workplace.

(iii) Any available drug counseling, rehabilitation and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 218(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

(d) Contractor shall be individually responsible for its own drug free workplace program.

219. Lobbying Provisions

(a) Contractor shall not use any of the funds, personnel, or materials received in connection with this Agreement, to influence, or attempt to influence, any governmental decision or election in any manner, whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of federal, state, or local government. The term, "influence or attempt to influence," shall mean the making, with the intent to influence, any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election.

(b) Contractor acknowledges that funds received under this Agreement have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 USC 1352 and 24 CFR 87.

(c) Contractor shall complete and sign a certification form in accordance with the Byrd Anti-Lobbying Amendment (31 USC 1352), certifying Contractor's knowledge of, and promise to comply with, each of the provisions set forth herein. This certification shall be a conditions precedent to this Agreement and shall be submitted to Commission prior to the date of execution of this Agreement.

(d) Contractor shall disclose to the Commission any funds from any other source which have been paid by Contractor (or its principals or agents), within the last year, to influence or attempt to influence decisions from the federal government, by completing, signing, and submitting to the Commission, Form LLL, "Disclosure of Lobbying Activities," found at 24 CFR 87, Appendix B.

(e) Contractor understands that the duty to disclose lobbying activities is a continuing requirement, and therefore, shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

220. Product Endorsement

Contractor shall comply with the provisions of City Administrative Regulation 95.65 regarding product endorsements. Contractor shall not create any advertisement or writing that identifies or refers to the City of San Diego, or the Commission, as the user of a product or service, without obtaining prior written permission from the Commission.

221. Storm Water Pollution Prevention

Contractor shall comply with the City of San Diego's Storm Water Management and Discharge Control Ordinance, codified in the San Diego Municipal Code sections 43.0301 et seq., in performing its obligations and/or duties under this Agreement.

222. Recognition of Funding Source

Contractor ensures recognition of the role of the federal ESG and/or CDBG Program in

funding Contractor's services 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 ESG and/or CDBG Funds from HUD as a funding source. The reference shall be worded as follows: "This project is funded in whole or in part with Emergency Solutions Grant (ESG) and/or Community Development Block Grant (CDBG) Program funds provided by the U.S. Department of Housing and Urban Development (HUD) to the City of San Diego."

223. Operating Manual

Contractor acknowledges compliance with the Operating Manual for the City of San Diego, including but not limited to, those provisions related to fiscal accountability, eligible and ineligible project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. Any desired changes by Contractor to the procedures set forth in the Operating Manual must be requested by Contractor, in writing and approved by the Commission, in writing, before such changes may be implemented.

224. Playing By The Rules Handbook

By executing this Agreement, Contractor acknowledges that it has received, read, and understood all the contents of the Playing by the Rules Handbook and shall fully comply with all of the administrative recommendations set forth herein. The Playing by the Rules Handbook is the handbook dated March 2005, provided by HUD, setting forth the administrative recommendations that apply to the use of federal funds for the delivery of ESG and/or CDBG programs and activities.

225. Equal Benefits Ordinance

(a) In accordance with the Equal Benefits Ordinance (EBO), Contractor shall provide and maintain equal benefits as defined in SDMC 22.4302 for the duration of the Agreement (SDMC 22.4304(f)). Prior to the execution of this Agreement, Contractor shall complete the EBO Certification of Compliance and provide it to Commission. Failure to maintain equal benefits consistent with the EBO is a material breach of the Agreement (SDMC 22.4304(e)).

(b) Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the San Diego Housing Commission, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

(c) Contractor shall immediately give the Commission access to documents and records sufficient for the Commission to verify that Contractor is providing equal benefits and otherwise complying with EBO requirements.

(d) The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the

Equal Benefits Program at (619) 533-3948.

226. Uniform Administrative Requirements

Contractor shall comply with all applicable uniform administrative requirements set forth in 24 CFR 570.502 and 24 CFR 576.407, including, but not limited to, federal ESG and/or CDBG financial and contractual procedures and federal ESG financial and contractual procedures, as well as 2 CFR 200 subparts B through D. These federal documents are on file at the City of San Diego's Economic Development Department, located at 1200 Third Avenue, Suite 1400, San Diego, CA, 92101.

227. Other Program Requirements

Contractor shall comply with all federal laws and regulations described in 24 CFR 570 subpart K (Sections 570.600 through 570.614) and 24 CFR 576 subpart E (Sections 576.400 through 576.408), except that:

- (a) Contractor does not assume the environmental responsibilities described in 24 CFR 570.604 or 24 CFR 576.407; and
- (b) Contractor does not assume the responsibility for initiating the review process described in 24 CFR part 52.

228. Davis-Bacon Act

Contractor agrees that in performing its obligations and duties under this Agreement, Contractor shall solely perform those services described in the Scope of Services and shall not perform any construction work, alteration, demolition, repair, or maintenance work or otherwise enter into a Federally Assisted Construction Contract, as defined in 41 CFR part 60-1.3. Therefore the Agreement is exempt from the Davis-Bacon Act.

229. Contract Work Hours and Safety Standards Act

Contractor shall comply with 40 USC 3702 and the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5)- for construction contracts in excess of \$2000, and other contracts that involve the employment of mechanics or laborers in excess of \$2500.

230. Energy Policy and Conservation Act

Contractor shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in California's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

231. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant

to Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) – for contracts in excess of \$150,000.

232. Copeland “Anti-Kickback” Act

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3)- for contracts involving construction or repair.

233. Religious Activities

Contractor shall comply with all applicable HUD requirements governing the use of CDBG Funds and ESG Funds by religious organizations, including those set forth in 24 CFR 570.200(j), as well as Executive Order 11245 (as amended by Executive Order 13279).

234. Section 3 Contract Clauses

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

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

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

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

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

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

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

(h) Contractor shall document its good faith efforts to comply with the terms of conditions of the above Section 3 Clause, and furnish such documentation to Commission, upon request.

235. Fair Housing Act

Contractor shall 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, Contractor 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.

(a) Contractor shall post in a prominent place at the program site the Equal Housing Opportunity Logo which may be obtained through the HUD Programs Administration Office.

(b) Contractor shall post in a prominent place at the program site any other Fair Housing materials provided by the Commission upon execution and/or throughout the term of this Agreement.

236. Section 504

Contractor shall comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The Commission shall provide the Contractor with any guidelines

necessary for compliance with that portion of the regulations applicable during the term of this Agreement.

237. Lead-Based Paint

Contractor shall comply with 24 CFR 570.608 and 24 CFR 576.403 regarding the requirement to comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Hazard Reduction Act of 1992 (42 USC 4851-4856), and implementing regulations at part 35 subparts A, B, H, J, K, M, and R of this part.

238. Resource Conservation and Recovery Act

Contractor shall comply with Section 6002 of the Solid Waste Disposal act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

239. 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.

240. 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.

241. 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: (1) including such firms, when qualified, on solicitation mailing lists; (2) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (3) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (4) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (5) using the services and assistance of the Small Business Commerce.

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

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

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

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

242. 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.

243. Changes or Amendments

Contractor acknowledges and agrees to fully perform the entire Scope of Services. In the event that Contractor is unable to perform any portion of the Scope of Services, Contractor agrees to immediately inform the Commission in writing of such inability to perform. Within thirty (30) calendar days of failing to perform any required portion of the Scope of Services, the Contractor shall provide the Commission with a proposal regarding how the Contractor intends to address this inability to perform. Contractor agrees that the Commission retains full and complete discretion regarding any request to amend any portion of the Scope of Services under the Agreement. Should circumstances require and the parties agree that any of the terms or conditions of this Agreement be changed or amended, such changes or amendments shall only be accomplished by a written amendment or writing signed by the authorized representatives of the Commission and Contractor.

244. 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 pro rata 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.

245. 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.

246. 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.

247. 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.

248. 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.

249. Termination

This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with

no further action required by either party.

250. Attorneys' Fees and Costs

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

251. 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.

252. Jurisdiction and Venue

The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State Court within the County of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this Agreement.

253. Notice

In all cases where written notice is required under this Agreement, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement.

254. Covenants and Conditions

All provisions herein, expressed as either covenants or conditions on the part of the Commission or Contractor to be performed or observed, shall be deemed to be both covenants and conditions.

255. No Waiver

No failure of either the Commission or Contractor to insist upon the strict performance by the other of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement, and each and every term, covenant, and condition, herein shall continue in full force and effect to any existing or subsequent breach.

256. Successors in Interest

This Agreement, and all rights, obligations, and/or duties under this Agreement, shall be in full force and effect, whether or not any party to the Agreement has been succeeded by another entity, and all rights, obligations, and/or duties under this Agreement shall be vested and binding on any party's successor in interest.

257. Drafting Ambiguities

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

258. Signing Authority

Each individual executing this Agreement on behalf of a legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such entity in accordance with its terms. Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such authority is valid and that such entity is a valid, qualified corporation or limited liability company in good standing in its home state and that such entity is qualified to do business in California.

259. Counterparts

This Agreement may be executed in counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had executed the same page.

260. Headings

All headings in this Agreement are for convenience only, and shall not affect the interpretation of this Agreement.

261. Exhibits Incorporated

All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

262. Independent Contractor

Contractor acknowledges Contractor and its subcontractors are independent contractors, and

not agents or employees of Commission. Any provision of this Agreement that may appear to give Commission a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of Commission concerning the end results of the performance.

263. Remedies Upon Default

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

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

264. CDBG/ESG/GF Funding

Commission and Contractor agree that, upon receipt of the funding agreements from the City of San Diego, the parties will amend the General Provisions as set forth above to incorporate all required terms contained therein. If Contractor refuses to execute an amendment as set forth herein, Commission shall have the right to immediately terminate this Agreement as set forth in these General Provisions. If funding approval is not received from the City on or before the 30th day of November of each year, the Commission may terminate this agreement upon service of a written notice upon the Contractor. This right to terminate is in addition to the right of the Commission to terminate this agreement immediately, upon the refusal of the Contractor to execute an amendment to this contract incorporating the applicable funding provisions into the General Provisions of this agreement.

CONTRACT ATTACHMENT NO. 2

SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") comprehensive approach to ending homelessness, in alignment with the City's Community Action Plan on Homelessness and in coordination with other key partners and efforts working to achieve a coordinated, client-centric homelessness crisis response system in the City, Contractor will provide specific services, as detailed in this scope within the San Diego Housing Commission's Homelessness Response Center (the "Program"), a program administered and directly operated by Commission. The Program's objective is to centralize and streamline access to a spectrum of housing interventions and housing related services for San Diegans who are experiencing homelessness, offer client-centered system navigation services that support participants throughout all stages of their pathway towards attaining housing, and contribute to the development of a data-informed and systems-level perspective on the City's homeless crisis response system by reporting on system outcomes across all stages of service delivery.

2. PROGRAM SITE LOCATION

The Contractor will operate the components of the Program as detailed in this scope of work, at 1401 Imperial Avenue, San Diego, CA 92101. The Program will operate six days per week (the Program will be closed on Sundays) during the following hours:

Monday through Friday: 8:00AM – 5:00PM
Saturday: 9:00AM – 3:00PM

Scheduled operating hours are subject to change based upon demand and at the discretion of the Commission.

Any potential Contractor non-working days (holiday 'closures') or temporary closures that would impact the opening hours described herein, must be submitted to Commission in advance. The request must be reviewed and approved by Commission prior to implementing.

3. PROGRAM SITE LOCATION

The Program will provide system navigation services to identify and meet the needs of individuals experiencing homelessness during each stage in their pathway towards housing, providing client-centered services that also increase the efficiency of the overall system of care by identifying and resolving barriers.

The Program will coordinate with outreach teams and shelter providers to identify individuals who are prioritized for navigation services, then work in conjunction with those service providers to assess individuals' needs and preferences. The Program will provide crisis management services and diversion services for all clients and make referrals for additional services and/or support as needed, collect data required to connect clients to the region's

Coordinated Entry System (CES) (when appropriate) and conduct housing assessments. The Program will coordinate with all entities involved in moving the client to housing for clients who are eligible for or enrolled in CES resources including working directly with the Regional Task Force on the Homeless (RTFH), the housing service provider and Commission's Landlord Engagement and Assistance Program (LEAP), as needed. The Program will also leverage existing services and resources for clients including case management through the shelter provider and the CES-matched housing service provider as well as housing search and placement services through LEAP.

In cases in which CES resources are unavailable, or the client is ineligible or refuses a CES resource, or is ineligible or refuses services through partner providers, the Program will provide all direct services needed to navigate the client from homelessness to housing. This may include navigation and support services and housing search and placement services tailored to identified needs. The Program will also track data on individuals' progress towards the end goal of placement in permanent or longer-term housing, and coordinate with other partners serving clients to ensure efficient utilization of system resources and better integrate the suite of services each participant receives.

This work may be informed by the development of By Name Lists per local outreach area or shelter, and standardized housing assessments, as developed by the Commission and other project partners, including the RTFH.

The Program will also work with both onsite and offsite service provider partners to provide all clients streamlined access to an array of services that address issues impacting housing attainment, such as mainstream benefits programs and mental health services, among others. The Program will engage with clients at all stages of the process and collect data throughout each client's pathway through the system, which will then be reported by Commission as part of regular updates on overall performance of the City's homeless crisis response system.

All services will be provided at no cost to clients and in a welcoming and solutions-focused environment. The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model, which does not require sobriety. All services must be easily accessible and evaluated for effectiveness on a regular basis.

4. PROGRAM SERVICES

a. Target Population/Geographical Area

The Program will target individuals, families, Transitionally-Aged Youth (TAY), and other known sub-populations experiencing homelessness, residing in the City of San Diego.

b. Persons Served

During the term of this Agreement, unless terminated earlier, Contractor will serve persons who meet the program eligibility criteria as described in section c. below.

c. Program Eligibility

- 1) Each Program participant will be:
 - a) Individuals who meet the U.S. Department of Housing & Urban Development (HUD) definition of Literally Homeless (Category 1), or Fleeing Domestic Violence (Category 4);
 - b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and
 - c) Residing in the City of San Diego.
- 2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility include, but are not limited to, the following:
 - a) Sobriety and/or commitment to be drug-free;
 - b) Requirements to take medication if the participant has a mental illness;
 - c) Participation in religious services or activities;
 - d) Participation in drug treatment services (including NA/AA);
 - e) Payment or ability to pay;
 - f) Identification.

d. Program Components

- 1) Housing First program with low barriers to entry and operations;
- 2) Housing-focused program which aims to coordinate resolution of each client's homelessness as quickly as possible while also meeting client's basic needs;
- 3) Ensure Homelessness Response Center System Navigator staff will provide, at a minimum (as appropriate depending on clients' needs):
 - a) Low-barrier intake and assessment process, as defined by Program policies and procedures;
 - b) A diversion-focused assessment to identify potential resources outside the homeless service system and coordination with (including referrals to) and diversion programs (including 2-1-1 and RTFH diversion resources and Downtown Partnership's Family Reunification Program);
 - c) Collaboration with coordinated outreach efforts and teams in order to refer clients served by outreach to system navigation and/or other services offered by Homelessness Response Center (HRC) partner service providers (both onsite and offsite);
 - d) Coordination with and referral to the coordinated shelter intake process for unsheltered clients who are seeking temporary shelter and/or with other temporary lodging resources outside the coordinated shelter system (such as

VA Grant Per Diem, substance use treatment, transitional housing or domestic violence programs, among others);

- e) Provide participants with crisis management services, assistance with accessing mainstream benefits (i.e., Supplemental Security Income, Social Security Disability Insurance, DMV, etc.) and referrals to County, State and Federal programs and nonprofit social service providers for linkages to services that address issues that impact housing stability (as appropriate and depending on participants' individual needs);
 - f) Review or ensure completion of standardized housing assessment that identifies needs and preferences to inform housing strategies. Development of client housing plan, including stabilization strategies and client goals and objectives, in the absence of another partner, such as outreach or shelter staff conducting this work;
 - g) Coordinating assistance related to locating safe and affordable permanent or other longer term housing for clients, including opportunities outside of CES, and coordination and leveraging of key partners including Commission's Landlord Engagement and Assistance Program, the City's Flexible Housing Fund program, RTFH's Coordinated Entry System, among others;
 - h) Coordinates with LEAP and/or CES-matched housing service provider to complete housing applications and supportive and subsidized housing paperwork;
 - i) Advocacy for clients with prospective landlords; and
 - j) Participate in case conferencing.
- 4) Coordinate with agencies and service providers in order to provide an array of services designed to meet client needs and progress housing placement.
- 5) Coordinate with and make referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate;
- a) Assist clients in accessing benefits, by facilitating client interactions with the agencies that control access to those programs, such as the County, the VA, and the DMV.
- 6) Work with partnering agencies for permanent and long term housing interventions and supportive program linkages;
- a) Contractor, in collaboration with Commission program manager, will host meeting space and facilitate coordinated case-conferencing meetings with partnering agencies participating in coordinated efforts, so that the staff from these providers may strategize and problem-solve particular cases and identify and collaborate regarding trends among their clientele.

- 7) Basic Services, including but not limited to:
 - a) Mail services;
 - i Mail will be accepted for established clients who are actively engaged in Program Services, and can demonstrate that they do not have an otherwise acceptable address for mail receipt (such as shelter or Day Center). All other mail will be returned to sender. Mail that is accepted will be held for 30 days and then returned to sender if not claimed within the 30 day period;
 - b) Telephone access and message services, including an ADA-compliant telephone;
 - i If a Release of Information (ROI) is on file, messages will be accepted for established clients who are actively engaged in Program services and can demonstrate that they do not have an otherwise acceptable format for receipt of telephonic messages (such as shelter or Day Center). Messages will be held for 30 days.
- 8) System Navigators will track data on the progress of program participants throughout the homeless assistance system flow and report barriers/gaps based on identified criteria to the Program Manager and/or Senior Programs Analyst. Chain of communication and reporting of barriers will ensure leadership from key stakeholders involved with the City's homeless crisis response system, review and assist with system gaps and challenges on a regular basis.
- 9) Any other services as set forth in the Budget attached to this Agreement as Contract Attachment No. 3 and made part hereof.

e. Community Engagement

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

- 2) Contractor must participate in Neighborhood Advisory Committee, and as directed by the Commission.

Commission will consider changes to the frequency of Community meetings based on level of community participation and community input on frequency.

- 3) Attend meetings with community and other neighborhood groups, as directed by the Commission.
- 4) Contractor will work with other Homelessness Response Center partners and Commission Homelessness Response Center program manager to host and participate in several regular system advisory groups, in alignment with recommendations from the Community Action Plan. Commission will determine the frequency of advisory group meetings based on input from attendees. (Commission is ultimately responsible for coordinating and facilitating these group meetings). Advisory groups will include the following:
 - a) Persons with Lived Experience Advisory Group
 - b) Front-Line Homeless Services Staff Advisory Group
 - c) Homeless Service Provider – Leadership Advisory Group
 - d) Community Member Advisory Group

f. General Standards

In addition to activities set forth in the Budget attachment to this agreement as Contract Attachment No. 3, incorporated herein, the Contractor will:

- 1) Provide adequate staffing with appropriate on-going training for service delivery and data analysis;
- 2) Maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol;
- 3) Addition of Program services, leveraged through partnerships or funded through other means, that are outside of the program scope as described herein must be pre-approved by the Commission designee.
- 4) As a contractor with full use of the program site, comply with all terms of the lease of the Program site and security and safety measures as detailed in the scope of work:
 - a) Make efforts to ensure participants do not queue, litter, or loiter within a one-block radius of the Program site, maintain the Program site at all times to be free of litter, debris, and graffiti;
 - b) Comply with Fire Marshal inspections and recertifications as needed;

- c) Staff must be trained on all emergency protocols, including how to alert and evacuate all clients in the event of a fire or emergency; and
- d) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.
- e) Report all suspected criminal activity to law enforcement and notification to City's Environmental Services Division (ESD) to mitigate related issues.
- f) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred and/or was reported. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

g. Emergency Preparedness

Contractor will comply with the Commission's designated emergency preparedness plan, which includes at minimum the following:

- 1) Identification of the person(s) at the Program site who is responsible for the initial response and subsequent action to be taken in the event of an emergency ("who's in charge") during each shift.
- 2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program site at all times.
- 3) Emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;
 - b) Plan for immediate evacuation;
 - c) Plan for delayed evacuation;
 - d) Shelter-in-place procedure; and
 - e) Re-entry procedure.
- 4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.
- 5) Emergency procedures for the following events:
 - a) Fire;
 - b) Earthquake;
 - c) Flood;
 - d) Wildfire;

- e) Tsunami;
 - f) Gas leak;
 - g) Power outage;
 - h) Medical emergencies; and
 - i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations.
- 6) Locations of emergency equipment and supplies, posted/displayed at the Program site at all times.
 - 7) Locations of utility and sprinkler shutoffs, posted/displayed at the Program site at all times.

h. System Coordination

1) Coordinated Entry System (CES)

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

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

2) Youth Homeless Demonstration Grant (YHDP)

- a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth (TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.
- b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) 2-1-1 San Diego Participation

The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, the Contractor must have updated and/or approved the Program service listing in the 2-1-1 San Diego database within the past 12 months. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

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

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

5. **PROGRAM STANDARDS AND PERFORMANCE MONITORING**

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

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 2) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) As a contractor of the Program, Contractor must comply with requirements for care and maintenance of facilities, including participation in semiannual facility inspections by Commission staff, and timely notification of any issues at facilities to the Programs Site Manager.
- 4) Contractor must work with Homeless Housing Innovations Division staff to complete policies and procedures related to the Program within 60 calendar days of contract effective date. Contractor must provide current policies and procedures at any time during the term of this agreement within 15 calendar days of request by the Commission. Program policies and procedures must include, at a minimum, the following components:
 - a) Project design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients.
 - b) Service description and delivery method for the following:
 - 1) Diversion
 - 2) Intake process and eligibility criteria
 - 3) System navigation

- 4) Assessment, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.
- c) Program exit procedures/termination policies
- d) Form to be used for Homeless eligibility using the HUD's homeless definition and third party verification
- e) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Program eligibility and continued stay:
 - 1) Sobriety and/or commitment to be drug-free
 - 2) Requirements to take medication if the resident has a mental illness
 - 3) Participation in religious services or activities
 - 4) Payment or ability to pay
 - 5) Identification
- f) Contraband control and confiscation policy
- g) Critical incident reporting policies and procedures
- h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design
- i) Client grievance policies and procedures
- j) Client confidentiality and privacy/consent (ROI)
- k) Progressive disciplinary policy for clients and procedures for client appeals\
- l) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination
- m) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.
- n) Biohazard waste policies and procedures
- o) Reasonable Accommodation Requests/Appeal process
- p) Notice of privacy practices to be provided to clients
- q) Rights of Persons Served

- r) Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies
- s) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles
- t) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:
 - 1) Require a minimum level of income at entry;
 - 2) Screen out for substance use;
 - 3) Screen out for criminal record except as mandated by Federal, State, or local regulations;
 - 4) Screen out persons with history of victimization (domestic violence, assault, abuse); and
 - 5) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.
- u) In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing.
- v) Mandated reporting staff training and procedures.
- w) Educational Assurances, if applicable.

b. *Housing First*

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

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

c. *Program Records*

1) *Recordkeeping*

- a) The Contractor will maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Contractor will make

available to the Commission, the City, U.S. Government, or other authorized agent(s), all Program-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:

- (1) ***Low/Moderate (L/M) Income Limited Clientele Activity:*** Documentation showing that the activities of the Program are designed to be used exclusively by a segment of the population presumed by HUD to be low/moderate (L/M) income persons. The following groups are currently presumed by HUD to be made up principally of L/M income persons: (a) abused children, (b) elderly persons, (c) battered spouses, (d) homeless persons, (e) adults meeting Bureau of Census definition of severely disabled persons, (f) illiterate adults, (g) persons living with AIDS, and (h) migrant farm workers.
- b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

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

d. ***Mandatory Attendance***

- 1) Throughout the year, the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.
- 2) Contractor staff will participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, and Harm Reduction.

e. ***Match and Leverage Commitments***

- 1) All projects funded by non-CoC funding shall provide summary documentation of any matching funds through leveraged or in-kind resources used to enhance program services and operations within 30 days following the end of the agreement term.

6. **PROGRAM OUTCOMES**

- a. The Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through

monthly and term-end reports in a form and format determined by the Commission and/or the City.

- b. Pursuant to federal requirements, the Program objective, outcome, and indicator is defined as follows **(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

- c. If stated benchmarks are not met, Contractor may be required to submit a performance improvement plan in a form and format determined by the Commission.
- d. For the Agreement term, the Contractor will ensure the following primary Program outcomes and standards.

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
Number of Persons Served	Persons served by HRC services, including: <ul style="list-style-type: none"> Total persons experiencing homelessness who are assigned system navigators. Total persons experiencing homelessness who receive diversion services. Total persons at-risk of homelessness who receive prevention services. 	Reporting Only
	Persons served by HRC partner services, including: <ul style="list-style-type: none"> Prevention Diversion Enrollment into mainstream benefits programs Mental health and SUD services 	Reporting Only
Low Barrier to Entry	Persons Meeting any HUD-Defined Category of Homelessness.	100%
Data Quality	RTFH Performance Standards and Requirements for HMIS.	100%
Efficient and Effective Use of Community Resources	Spending.	100% spend-down of awarded funds
Increase Successful Diversion from Crisis Response System	Number of persons/households that HRC System Navigators attempt to divert from the crisis response system.	Reporting Only
	Number of persons/households successfully diverted after HRC System Navigators attempt diversion.	Reporting Only
	Number of persons/households that HRC system navigators refer to partners to attempt diversion.	Reporting Only
	Number of persons/households successfully diverted after partner providers attempt diversion.	Reporting Only

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
Increase the number of people who have maintained or increased their income	Number of persons/households who increase their income after assignment of a System Navigator.	Reporting Only
People receive the housing and services they need to reach stability quickly	Length of time between first contact by street outreach and assignment of a System Navigator (for unsheltered clients referred to System Navigation resources).	Reduction in average length of time by 15% (compared to baseline time period*). <i>*Baseline time period set during first 9 months of program operations.</i>
	Length of time between first contact by street outreach and coordinated shelter intake (for unsheltered clients who are willing to enter shelter).	Reduction in average length of time by 15% (compared to baseline time period*). <i>*Baseline time period set during first 9 months of program operations.</i>
	Length of time between coordinated shelter intake and completion of housing assessment (for sheltered clients).	Reduction in average length of time by 15% (compared to baseline time period*). <i>*Baseline time period set during first 9 months of program operations.</i>
	Length of time between completion of housing assessment and assignment of a System Navigator (for sheltered clients who are prioritized for System Navigation services via shelter By-Name List).	Reduction in average length of time by 15% (compared to baseline time period*). <i>*Baseline time period set during first 9 months of program operations.</i>
	Length of time between assignment of a System Navigator and placement in permanent or other longer-term housing (for sheltered clients who are prioritized for System Navigation services via shelter By-Name List).	Reduction in average length of time by 15% (compared to baseline time period*). <i>*Baseline time period set during first 9 months of program operations.</i>

PERFORMANCE OUTPUTS & STANDARDS	MEASURE	STANDARD
Increase the number of people with successful exits to permanent and longer term housing	Total persons/households placed into permanent housing, including: <ul style="list-style-type: none"> Total persons/households placed into permanent housing through CES. Total persons/households placed into permanent housing outside of CES. Total persons/households receiving LEAP assistance. 	Reporting Only
	Total persons/households placed into other longer-term housing.	Reporting Only

7. **SUBSEQUENT FUNDING**

All time limits stated in the Agreement documents are of the essence of the Agreement. The term of the Agreement will be an initial term from November 1, 2020 through June 30, 2021 one (1) year period. Renewal options are contingent upon future funding availability and Program performance. Execution of option years may be determined by Program performance in the preceding year. If the Contractor does not achieve stated outcomes, Agreements may not be renewed and those funds may be reprogrammed.

8. **REVERSION**

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

9. **MEDIA/COMMUNICATIONS**

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

Contractor further agrees, recognizing the urgency with which media frequently makes

requests for information, Contractor will exhibit a good faith effort to immediately consult with the Commission prior to responding to such inquiries.

10. CLOSE-OUTS

- a. Contractor will be responsible for completing and submitting a close-out packet to include information including, but not limited to, total number of participants housed, Program accomplishments, participant demographics, and financial summary of award for each applicable funding source.
- b. Contractor's obligation to the Commission will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:
 - 1) Making final payments;
 - 2) Disposing of Program assets (including the return of all unused materials, Program income balances, and accounts receivable to the Commission); and
 - 3) Determining the custodianship of records.
- c. Notwithstanding the foregoing, the terms of the Agreement will remain in effect during any period in which the Commission has control over funds related to this Program.

11. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego¹	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing²	<p>Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible.</p> <p>Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.</p>

¹ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

² "Regional Task Force on the Homeless – Community Standards." *San Diego Regional Task Force on the Homeless*, January 2018, p. 23, www.rtfhsd.org/wp-content/uploads/2018/01/SD-CoC-System-Standards-May-2017-with-Emergency-Plan-Update-Jan-2018.pdf.

TERM	DEFINITION
Chronically Homeless³	<p>A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.</p> <p>To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.</p> <p>Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.</p>
Community Development Block Grant⁴	<p>The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.</p>
Continuum of Care⁵	<p>The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending</p>

³ “Defining Chronically Homeless Final Rule.” *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

⁴ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

⁵ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

TERM	DEFINITION
	homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
Coordinated Entry System⁶	The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report⁷	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion⁸	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter⁹	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing

⁶ “Coordinated Entry System (CES) Policies and Procedures.” *San Diego Regional Task Force on the Homeless*, 23 Jan. 2018, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf

⁷ “Critical Incident Reporting Policy.” *Department of Human Services Medical Services Division-MFP*, www.nd.gov/dhs/info/pubs/mfp/docs/critical-incidents-reporting-policy.pdf.

⁸ “Closing the Front Door: Creating a Successful Diversion Program for Homeless Families.” *National Alliance to End Homelessness*, endhomelessness.org/wp-content/uploads/2011/08/creating-a-successul-diversion-program.pdf

⁹ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

TERM	DEFINITION
	as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Matching Funds ¹⁰	The term “matching funds” refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.
Homeless ¹¹	<p><u>Category 1:</u> Individual or Family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. <p><u>Category 2:</u> Individual or family who will imminently lose their primary nighttime residence, if:</p> <ul style="list-style-type: none"> • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. <p><u>Category 4:</u> Any individual or family who:</p> <ul style="list-style-type: none"> • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.

¹⁰ “Glossary of Terms.” U.S. Department of Homeland Security, www.fema.gov/glossary-terms

¹¹ “HEARTH Homeless Definition Final Rule.” HUD Exchange, vol. 76, No. 233, Dec. 2011, p. 75999. *Federal Register*, www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf.

TERM	DEFINITION
Homeless Assistance Standards¹²	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Emergency Assistance and Rapid Transition to Housing Act¹³	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System¹⁴	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First¹⁵	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team¹⁶	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of

¹² "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-_051817.pdf.

¹³ "The McKinney-Vento Homeless Assistance Act, As Amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009." *HUD EXCHANGE*, May 2009, www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf

¹⁴ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

¹⁵ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

¹⁶ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

TERM	DEFINITION
	contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing¹⁷	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.
Memorandum of Understanding¹⁸	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act¹⁹	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing²⁰	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing

¹⁷ “Regional Task Force on the Homeless Community Standards.” *Fermanian Business & Economic Institute*, May 2017, p. 23, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

¹⁸ “Establishing a Memorandum of Understanding.” *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

¹⁹ “Law & Guidance, Part C – Homeless Education.” *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

²⁰ “Continuum of Care (CoC) Program Eligibility Requirements.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

TERM	DEFINITION
	search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²¹	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless²²	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC²³	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development²⁴	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

²¹ "Psychiatric Emergency Response Team: Improving and Enriching Lives." *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²² "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²³ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁴ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

TERM	DEFINITION
U.S. Interagency Council on Homelessness²⁵	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Veteran²⁶	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.
Violence Against Women Act (VAWA)²⁷	<p>The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA.</p> <p>VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs.²⁸ These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens.</p> <p>VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing</p>

²⁵ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

²⁶ "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgfaq1.pdf.

²⁷ <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

²⁸ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

TERM	DEFINITION
	providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor's property causing eviction and poor rental history. ²⁹
Vulnerability Index – Service Prioritization and Decision Assistance Tool³⁰	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family's vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

²⁹ <https://archives.hud.gov/news/2016/pr16-159.cfm>

³⁰ "Coordinated Entry System (CES) Policies and Procedures." *San Diego Regional Task Force on the Homeless*, www.rtfhsd.org/wp-content/uploads/2017/06/CES-PP-2018.pdf.

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE HOMELESSNESS RESPONSE CENTER**

This Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Homelessness Response Center ("MOU") is dated as of _____, and is entered into by and between the SAN DIEGO HOUSING COMMISSION, a public agency ("Commission") and the CITY OF SAN DIEGO, a municipal corporation ("City"), hereinafter, collectively, referred to as the "Parties" and each individually, as a "Party," shall become effective upon signature of both Parties.

RECITALS

WHEREAS, the City and the Commission wish to execute this MOU to provide for the operation of a Homelessness Response Center ("HRC") located at 1401 Imperial Avenue in the City of San Diego ("HRC Premises").;

NOW THEREFORE, the City and Commission agree as follows:

- I. **Incorporation of Recital.** The recital set forth above is true and correct and is incorporated into this MOU by this reference, as though fully set forth in this MOU.
- II. **HRC Premises.** The Parties shall agree as follows:
 - A. Upon City-possession of the HRC Premises from the current leaseholder, the Commission shall be permitted access to conduct a walk-through and inspections of the HRC Premises with Commission-retained forensic experts (the "Experts") to assess the condition of the property.
 - B. To the extent the Experts determine that there are any necessary improvements that require remediation, the Commission may recommend that the City perform any necessary remediation highlighted by the Experts or provide funding to the Commission for remediation as directed by the Experts.
 - C. Pending inspection, review, remediation (if any), and, ultimate approval of the condition of the HRC Premises by the Commission, the City shall maintain and retain control of the HRC Premises.
 - D. Nothing herein shall require that the Commission take possession of the HRC Premises until such time, if ever, that it has approved the condition of the property and/or issues identified by the Experts have been remediated.
 - E. After the completion of any necessary remediation as noted by the Experts, and upon Commission-approval of the condition of the HRC Premises, the Parties shall negotiate an occupancy agreement for the Commission's use of the HRC Premises. The terms of the occupancy agreement shall be in a form approved by the City Attorney and Commission's General Counsel and shall be subject to any necessary governmental approvals.

- F. Should the Commission fail to approve the condition of the HRC Premises, or the Parties fail to enter into an occupancy agreement for Commission's use of the HRC Premises, the Parties will endeavor to locate another property on which to operate the HRC. If another property is located, or Parties are able to perform certain of the responsibilities set forth below in this MOU remotely, the Parties will amend this MOU to provide for operation of the HRC. If Parties are not able to mutually agree on revised terms relating to the operation of the HRC at another site or remotely, either of the Parties may terminate this MOU upon ten (10) days written notice under this section.
- G. Nothing herein shall require the City to issue an occupancy agreement to the Commission or allow the Commission or a third party operator to occupy or commence operations at the HRC Premises prior to the execution of an occupancy agreement for the HRC Premises.

III. **Homelessness Response Center.** Contingent on the execution of an occupancy agreement between the City and the Commission for the use of the HRC Premises as set forth in Article II above, the Parties obligations for the operation of the HRC shall be as follows:

- A. **Commission Responsibilities.** The Commission, through the Commission Administrator, defined below, shall be responsible for the general management, operation, administration, and oversight of the HRC as defined herein, and as further defined within the applicable subcontractor agreement entered into by the Commission and a third party operator for provision of specified component services of the HRC, once executed. Any responsibilities set forth in Section III(B) ("City Responsibilities") below shall be explicitly excluded from the Commission's responsibilities. The Commission's responsibilities relating to the HRC include the following:
 - 1. **Administration, Operation and Oversight of the HRC.** Commission shall:
 - a. Through the HCR program, develop and implement a streamlined, coordinated, client-centric, City homelessness response in alignment with the five "Foundational Strategies" of the City of San Diego's Community Action Plan on Homelessness.
 - b. Use a system-wide approach to administer services in three major phases that aligns with the Community Action Plan's "Desired Homeless Assistance System Flow":
 - i. Phase One: Engagement Services
 - ii. Phase Two: Crisis Response and Stabilization
 - iii. Phase Three: Housing and Services
 - c. The services also include: leveraging coordinated outreach services (as are detailed in a separate agreement); centralized shelter placement services and, to the extent possible, intake; and oversight of the services as set forth in the Commission's subcontractor agreement, which the Commission may, upon mutual agreement with the City Administrator (defined below), modify to improve or expand services or adapt to changed conditions.

2. Data-Informed Performance and Systems Monitoring. Commission shall:
 - a. Conduct ongoing monitoring and reporting of the HRC's performance in alignment with the Community Action Plan's Foundational Strategies to "improve the performance of existing systems," "create a client-centered homeless assistance system," and "increase access to permanent housing solutions."
 - i. Monitoring will include key indicators across the coordinated homeless response system and will align with the Community Action Plan Foundational Strategies and Three-Year Goals.
 - b. Prepare and maintain program-related records in a manner that complies with all applicable laws and regulations and provide those records in a reasonable amount of time to the City upon request.
 - c. Enter and maintain appropriate data in the Regional Task Force on the Homeless-approved Homeless Management Information System.
 - d. Compile and track information including, but not limited to: the number and type of staff working on the HRC program; number of people served, what services they engaged in, and outcomes; outreach program data such as contacts and outcomes (that are detailed in a separate agreement); housing navigation outcomes; partnerships with community organizations on and off the HRC Premises; demographic data about program clients; information regarding how clients access the program (i.e., walk-ins, referrals, etc.); and the data listed in the Performance Standards and Performance Monitoring section of the Third Party Scope of Work. Compilation and tracking of such information is subject to change based on agreement between the City and Commission Administrators, for example to expand or improve data collection.
 - e. Provide regular, not less than quarterly, reporting to the City Administrator for review, feedback, and subsequent publishing for public access in a form agreed to by the City and Commission Administrators.
3. Advisory Groups. Commission shall:
 - a. Identify, form, and organize System Advisory Groups in alignment with recommendations from the Community Action Plan and with input from the Community Action Plan Implementation Team and Leadership Council.
 - b. Maintain regular communication with System Advisory Groups to create a feedback mechanism to gain input and feedback.
 - c. Provide that Commission or a third party operator under contract with the Commission to provide services at the HRC hold meetings with the Neighborhood Advisory Committee on a monthly basis to provide opportunity for neighborhood input and communication. Meeting frequency can be amended to no less than quarterly with notice to the City Administrator and reduced further with mutual written agreement of the City Administrator.
4. Use of HRC Premises. Contingent upon the satisfaction of Article II of this MOU, and, where applicable, upon the execution of an occupancy agreement between the City and Commission for the use of the HRC Premises, Commission shall:
 - a. Provide or contract to provide security personnel to secure the building and monitor and report issues in a reasonable amount of time to law enforcement or City environmental services (as applicable) related to the

public right-of-way adjacent to the building when made aware of any such issues.

- b. Maintain lighting that illuminates the interior of the facility, the façade, and adjacent public right of way in a manner designed to enhance the security of the facility.
- c. Keep the exterior perimeter of the HRC Premises free of debris and graffiti.
- d. Provide, itself or through its third party contractor, other “good neighbor” measures including, but not limited to, the following, which may be amended by agreement of the City and Commission Administrator:
 - i. Coordinate regular homeless outreach in surrounding community;
 - ii. Take such measures as are possible/under the Commission’s control to prevent client queuing, loitering, and littering in the vicinity of the premises;
 - iii. Maintain a secure and healthful environment for delivery of services at the premises;
 - iv. Address litter, debris, and graffiti on the premises;
 - v. Maintain the premises, at all times, in an orderly and vermin-free condition;
 - vi. Enforce a zero-tolerance policy for alcohol or drug use on site;
 - vii. Designate a point of contact to address issues that may arise at the premises and coordinate security issues with the Police Department;
 - viii. Report criminal activity to law enforcement; and
 - ix. Provide clients participating in HRC services opportunities to access.
- e. Compliance with Laws and Regulations. Commission shall comply with all applicable federal, state, and municipal laws and regulations, including all federal regulations and CDBG reporting requirements detailed in **EXHIBIT A**, attached to this MOU, including the monitoring on a periodic basis but not less than annually of all contracts with subcontractors to ensure compliance with all applicable laws and regulations.

B. City Responsibilities. City shall, contingent on satisfaction of Article II above enter into an occupancy agreement with the Commission for use of the HRC Premises, provide City services (as described in Section III(B)(2), below) at the HRC Premises, and advancing funds for the operation of the HRC (as described in Section III(B)(3), below). Any responsibilities set forth in Section III(A) (“Commission Responsibilities”) above shall be explicitly excluded from City’s Responsibilities. The City’s Responsibilities relating to the HRC include the following:

- 1. Use of HRC Premises. City shall:
 - a. Obtain all necessary permits and clearances for the operation of the HRC on the HRC Premises, including, if required, CEQA review, NEPA review, and any and all necessary permits.

2. City Services. City shall:
 - a. Remove unwanted items identified by the Commission as surplus at the HRC Premises, upon the Parties' determination that they require removal in order to allow for provision of services, and dispose of or store the identified items at the City's discretion.
 - b. Provide for Environmental Services cleanings of the sidewalk at the exterior of the HRC Premises; the City to determine the type and frequency of cleaning.
 - c. To the extent possible, based on the City's determination on availability of resources, the City shall provide regular San Diego Police Department patrols in the vicinity of the HRC Premises, to the extent determined necessary and appropriate in the sole discretion of the San Diego Police Department.
3. Payment and Advancement of Funds for HRC Operating Expenses City shall:
 - a. The City shall provide funding under this MOU in monthly installments to reimburse the Commission for funds expended, within 30 days of receipt of an invoice from the Commission. The City will provide a one-time advance to account for at least the HRC's first two months of expenses, within 15 days of the Effective Date of this MOU, upon written request by the Commission of reasonable anticipated expenses for that period, provided the City determines that they will be eligible for reimbursement per the rules related to the available funding sources. The City shall provide reimbursement of funds to the Commission for HRC operating expenses up to a maximum as follows:

FUNDING SOURCE	Year 1	Year 2	Year 3
CDBG	\$1,000,000	\$1,000,000	\$1,000,000
General Fund	\$300,000	\$300,000	\$300,000
Low and Moderate Income Housing Fund	\$250,000	\$250,000	\$250,000
TOTAL	\$1,550,000	\$1,550,000	\$1,550,000

*Funding in Years 2 and 3 is subject to City determining availability.

- b. Perform eligibility analysis and determination to ensure that funds advanced to the Commission for the operation of the HRC are permitted expenditures under the various funding sources, including, but not limited to, CDBG funding, Low and Moderate Income Housing Asset Funds and City of San Diego General Funds. Commission shall provide the City information and documentation as may be requested in order to allow the City to perform the eligibility analysis.

C. Funding for HRC. At the start of each fiscal year, the Parties will endeavor to secure funding for the performance of obligations for operation of the HRC. Should funding become unavailable at any point during the term of the HRC's operations, either Party may terminate its obligations for the HRC under this MOU. Should additional funding become available for activities at the HRC, through, for example, state grant(s), the City may, in the City's sole direction, transfer such funding for use by the Commission on such grant-eligible activities, subject to any and all restrictions and requirements dictated by the funding source. The Parties will use good faith efforts to obtain funding for the operation of the HRC.

D. Administration:

- a. The City Administrator will be the Homelessness Strategies Department Director or Chief of Homelessness Strategies, or successor position, or that individual's designee. The Commission Administrator will be the Senior Vice President, Homeless Housing Innovations Division., or successor position, or that individual's designee.
- b. The City Administrator may provide input to the Commission with respect to the HRC program design and scope, including, for example, what data to collect, and may provide input to the Commission with respect to how to enhance aspects of the program to produce satisfactory results and revise or eliminate aspects of the program that do not. Any such input would be considered by the Commission in alignment with community standards and national best practice. Should such input result in evolution of program design and result in increased costs to the program budget, it would only be implemented if and to the extent that the City administrator is able to identify and commit additional funding to support the change.

E. Term and Termination.

1. Term. The term of this MOU commences on its effective date and continues through June 30, 2021 (Term). The Term may be administratively extended for up to two (2) consecutive additional years (July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023), one year at a time, by written agreement between the Mayor and Commission President, in their respective sole discretion, provided that funding for said extensions have been approved by the City Council.
2. Termination Upon Notice. Either the Commission or the City may terminate this MOU and all obligations hereunder for any reason by providing 30 calendar days written notice to the other. Termination pursuant to Article II above is in addition to the Termination for convenience as set forth herein.

IV. **General Provisions.**

A. **Indemnification.** To the fullest extent provided by law, the City and the Commission agree to indemnify, protect, and hold harmless one another, including their elected officials, officers, agents, representatives, departments, subcontractors, and employees, from and against any and all claims, demands, actions, proceedings, suits, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss or use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this MOU by the City or the Commission, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and Commission's duty to indemnify and hold harmless one another shall not include any indemnification or defense, for claim or liability arising from the established sole negligence or willful misconduct of the other, or the other's elected officials, officers, agents, representatives, departments, subcontractors, and employees.

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

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



General Liability

\$1,000,000.00



Workers Compensation

\$1,000,000.00



Automobile Liability

\$500,000.00

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

C. **Amendment.** Any changes to this MOU shall be in writing and signed by both of the Parties.

D. **Assignability.** Neither Party shall assign any interest in this MOU and shall not transfer any interest in the same (whether by assignment or novation).

E. **Counterparts.** This MOU may be executed in one or more counterparts, each of which

shall be deemed an original. The Parties agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

- V. **Entire Agreement; No Novation.** This MOU represents the entire understanding between the Parties about the subject matter of this MOU. This MOU is not a novation of and does not amend or otherwise revise any other agreement, memorandum of agreement or understanding of the Parties.
- VI. **Principles of Interpretation.** No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this MOU. The Parties have participated substantially in the negotiation, drafting, and revision of this MOU, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this MOU may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this MOU. The words “include” and “including” in this MOU shall be construed to be followed by the words: “without limitation.” Each collective noun in this MOU shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this MOU, refers to such document, as modified from time to time (excepting any modification that violates this MOU), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this MOU includes the word “and,” except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.
- VII. **Binding on Successors and Assigns.** This MOU shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.
- VIII. **No Other Representations or Warranties.** Except as expressly set forth in this MOU, no Party makes any representation or warranty material to this MOU to any other Party.

[Remainder of page intentionally blank. Signatures appear on next page.]

**SIGNATURE PAGE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE HOMELESSNESS RESPONSE CENTER**

IN WITNESS WHEREOF, this MOU is entered into by the City of San Diego, acting by and through its Mayor or designee, and by the San Diego Housing Commission, by and through the signature of Commission's authorized representative(s), all as set forth below.

SAN DIEGO HOUSING COMMISSION,
a public agency

CITY OF SAN DIEGO,
a California municipal corporation

By: _____
Jeff Davis
Executive Vice President & Chief
Operating Officer

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP

APPROVED AS TO FORM:

MARA W. ELLIOTT
CITY ATTORNEY

By: _____
Charles B. Christensen
General Counsel

By: _____
Deputy City Attorney

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION FOR THE OPERATION AND ADMINISTRATION OF THE HOMELESSNESS RESPONSE CENTER LOCATED AT 1401 IMPERIAL AVENUE, SAN DIEGO, CALIFORNIA 92113 AND AUTHORIZING AN AGREEMENT WITH PEOPLE ASSISTING THE HOMELESS TO PROVIDE SERVICES AT THE HOMELESSNESS RESPONSE CENTER.

WHEREAS, the City of San Diego (City) implemented the Housing Navigation Center located at 1401 Imperial Avenue, San Diego, California, 92113 to support the creation of a regional crisis response system, increase access to housing navigation services, serve as an entry point to the Coordinated Entry System, provide core services to address the housing crisis, and help persons experiencing homelessness access a range of mainstream services that impact housing stability; and

WHEREAS, the City will build upon the Housing Navigation Center's work to date and enhance the program through the restructured Homelessness Response Center, which will be operated and administered by the San Diego Housing Commission (Housing Commission); and

WHEREAS, the Homelessness Response Center will facilitate the strategic development and implementation of a streamlined, coordinated, client-centric, City Homelessness Crisis Response System; and

WHEREAS, the City and the Housing Commission desire to provide for the operation and administration of the Homelessness Response Center in the City through an agreement establishing their respective roles concerning such operation; and

WHEREAS, the City and the Housing Commission negotiated a new Memorandum of Understanding (MOU) to address the duties of the parties concerning operation and administration of the Homelessness Response Center; and

WHEREAS, the Housing Commission desires to enter into a sole source agreement (Agreement) with People Assisting the Homeless (PATH) to provide system navigation and related services for the Homelessness Response Center; and

WHEREAS, PATH will work collaboratively with the Housing Commission to increase the efficiency of the overall system of care by identifying and resolving barriers; NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority of the City of San Diego, as follows:

1. The Housing Commission President and Chief Executive Officer (President & CEO), or designee, is authorized and directed to sign the MOU with the City to operate and administer the Homelessness Response Center, attached to the Housing Authority Report No. HAR20-031 (Report) as Attachment No. 3.
2. The President & CEO, or designee, is authorized and directed to sign the Agreement with PATH, attached to the Report as Attachment No. 2.
3. The President & CEO, or designee, is authorized to sign any documents and perform any other acts as are necessary and appropriate to implement this Resolution, subject to approval by Housing Commission General Counsel and without further action of the Board of Commissioners of the Housing Commission (Board) or the Housing Authority.

4. The President & CEO is authorized to substitute funding sources and/or increase funding amounts for services provided under the Agreement by not more than twenty percent (20%) of the original amount allocated for such activities, if necessary, without further action of the Board or the Housing Authority, but only if and to the extent that such funds are determined to be available for such purposes.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Marguerite E. Middaugh
Deputy General Counsel

MEM:jdf
10/13/2020
Or. Dept: SDHC
Doc. No.: 2501538



The City of San Diego
Item Approvals

Item Subject: Execution of the Memorandum of Understanding Between the City of San Diego and the San Diego Housing Commission for the Operation and Administration of the Homelessness Response Center and Approval of the Agreement with People Assisting the Homeless to Provide Services at the Homelessness Response Center.

Contributing Department	Approval Date
DOCKET OFFICE	09/02/2020
DEPARTMENT OF FINANCE	09/28/2020

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	09/01/2020
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	09/28/2020
CITY ATTORNEY	VERDUGO, MARCO	10/16/2020