



REPORT TO THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO

DATE ISSUED: November 4, 2021

REPORT NO: HAR21-026

ATTENTION: Chair and Members of the Housing Authority of the City of San Diego
For the Agenda of December 6, 2021

SUBJECT: Approval of a Memorandum of Understanding between the San Diego Housing Commission (Housing Commission) and the City of San Diego for the Administration and Oversight of the City of San Diego Eviction Prevention Program (Program) and Approval of a Contract between the Housing Commission and Legal Aid Society of San Diego to Operate the Program

COUNCIL DISTRICT: Citywide

REQUESTED ACTION

Approve a Memorandum of Understanding between the San Diego Housing Commission (Housing Commission) and the City of San Diego for the administration and oversight of the City of San Diego Eviction Prevention Program (Program), and approve an operating agreement with Legal Aid Society of San Diego for an initial seven-month term in an amount not to exceed \$1,842,105 for the period of December 1, 2021, through June 30, 2022, with a one-year option for renewal in an amount not to exceed \$3,157,895 for the period of July 1, 2022, through June 30, 2023, for a total contract amount not to exceed \$5,000,000 for 19 months for the operation of the Program.

STAFF RECOMMENDATION

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

- 1) Authorize the San Diego Housing Commission (Housing Commission) to execute a Memorandum of Understanding (MOU) between the Housing Commission and the City of San Diego for the Housing Commission to oversee and administer the City of San Diego Eviction Protection Program (Program) with Coronavirus Aid, Relief, and Economic Security (CARES) Act Community Development Block Grant (CDBG-CV) funds allocated to the City of San Diego to address the COVID-19 pandemic;
- 2) Approve an operating agreement with Legal Aid Society of San Diego (LASSD) for an initial seven-month term in an amount not to exceed \$1,842,105 for the period of December 1, 2021, through June 30, 2022, with a one-year option for renewal in an amount not to exceed \$3,157,895 for the period of July 1, 2022, through June 30, 2023, for a total contract amount not to exceed \$5,000,000 for 19 months for the operation of the Program;

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- 3) Authorize the Housing Commission's President & CEO, or designee to modify the Eviction Prevention Program, if necessary, without further action by the Housing Commission's Board of Commissioners (Board) or the Housing Authority, but only if and to the extent that such changes comply with the terms of the executed MOU and are necessary to fulfill CDBG-CV funding requirements. Housing Commission staff will notify the Housing Authority and the City Attorney's Office about any subsequent amendments or modifications to the Eviction Prevention Program and other required documents, including amendments to any documents.
- 4) Authorize the Housing Commission's President & CEO, or designee, to substitute approved funding sources with any available funds as deemed appropriate, contingent upon budget availability, and further authorize the President & CEO, or designee, to take such actions as are necessary, convenient and/or appropriate to implement this approval and delegation of authority by the Housing Commission upon advice of the General Counsel; and
- 5) 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.

SUMMARY

In 2020, eviction moratoria were rapidly deployed at multiple levels of government in response to the state of emergency due to the COVID-19 pandemic. A statewide moratorium expired September 30, 2021, with new eviction protections created by state Assembly Bill (AB) 832, beginning October 1, 2021. It includes the following protections:

- Tenants generally are protected from eviction for nonpayment of rent due between March 1, 2020, and September 30, 2021, if that nonpayment is the result of a hardship related to the COVID-19 pandemic and the tenant has paid any required portion of the rent.
- Tenants cannot be evicted for unpaid rent accrued March 1, 2020, through August 31, 2020. Unpaid rent during this period converts to consumer debt.
- Tenants are required to pay at least 25 percent of the rent they owe during the period September 1, 2020, through September 30, 2021.
- Landlords are required to provide a notice to tenants who, as of July 1, 2021, have not paid one or more months of rent during this time period.
- Tenants are required to provide their landlord a Declaration of COVID-19-related financial distress within 15 days of receiving notice from their landlord.
- Beginning November 1, 2021, for the Superior Court to process an Unlawful Detainer action (eviction) for unpaid rent accrued during the period October 1, 2021, through March 31, 2022, the landlord must provide:
 1. Proof that an application for emergency rental assistance was submitted and denied, or
 2. That an application was submitted and after 20 days there was no notification received that the tenant completed their portion of the application, and the tenant has not otherwise informed the landlord of a submitted application.
- If an eviction is court-approved, but the Sheriff has not yet initiated a lock-out, tenants may still submit to the court proof of rental assistance approval, and the court will determine within 5-10 days whether the rent can be paid and the eviction be avoided.
- Local ordinances may take effect April 1, 2022.

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- Tenants may still be evicted for “just cause” throughout this time period, such as tenant lease violations, tenant criminal activity, or the owner withdrawing the property from the rental market.

With the expiration of the state moratorium and changes to statewide eviction protections, the Housing Commission, on behalf of the City of San Diego, released a Request for Qualifications (RFQ) September 20, 2021, to legal service providers, knowledgeable and experienced in providing eviction prevention services, to administer an Eviction Prevention Program (Program).

The Program will function as a centralized resource for low-income renters facing eviction and is intended to help address a potential increase in evictions and/or confusion about eviction protections due to the expiration of the state moratorium. The Program includes:

- Education & Public Awareness
 - a) Education – increasing community capacity for eviction prevention by providing training and technical assistance related to tenants’ rights and eviction protections to:
 - Low-income tenants
 - Staff of Community Based Organizations serving low-income tenants
 - Landlords with low-income tenants – especially small operatorsServices would include:
 - Regular and ongoing public workshops
 - Targeted training as necessary
 - Published materials/guides
 - A hotline for the Program
 - A webpage for the Program
 - b) Public Awareness – conducting a multilingual media campaign and hosting community events to increase public awareness of tenants’ rights, eviction protections and the services available under the Program
- Emergency Legal Assistance
 - a) Full legal representation available to eligible low-income tenants residing in the City of San Diego who have been issued an Unlawful Detainer notice and experienced a reduction of income or other financial hardship due to the COVID-19 pandemic. Legal services attorneys will represent eligible tenants throughout the pre-eviction and eviction process, in settlement negotiations and through trial, if necessary.
 - b) Limited legal services to low-income communities via clinics, hotlines or appointments (either virtual or in person). The limited services include assistance completing COVID-19 related declarations, submitting formal responses to eviction notices, formal responses to Unlawful Detainers and requests for reasonable accommodations.

The RFQ was posted and made available for download on the Housing Commission’s and the City of San Diego’s PlanetBids electronic bidding portals. A total of 646 vendors were notified through the PlanetBids systems.

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At the RFQ closing date of October 4, 2021, one response was received—from LASSD. Subsequent to the RFQ closing, a responsible and responsiveness review was conducted. LASSD's response was determined to be responsible and responsive.

An evaluation committee evaluated and scored the response submitted based on the following criteria: Respondent's Profile; Capacity and Readiness; Qualifications, Experience and Interest; and Equity Assurance. After review, LASSD's Statement of Qualifications received an "Outstanding" overall rating. As a result of this determination, the evaluation committee conducted negotiations and discussions with LASSD on October 21, 2021, regarding its approach to the provision of services through the Program. LASSD was determined to be highly qualified and capable of performing the services.

LASSD has been providing housing and eviction prevention assistance to low-income residents in both the City and County of San Diego for more than 60 years. Their two offices in the City of San Diego are located at 110 S. Euclid Avenue (Promise Zone), their headquarters, and 1764 San Diego Avenue (Midtown). They have a comprehensive and multifaceted approach to eviction prevention services that includes: staffing a toll-free hotline with both English- and Spanish-language options, providing direct legal services ranging from counsel and advice to full scope representation, offering holistic case management services, providing *pro se* clinic assistance at the County of San Diego Hall of Justice in downtown San Diego, and engaging in outreach and education campaigns. LASSD also assists tenants who have received eviction notices and unlawful detainers, who experience conflicts with their landlords, who encounter habitability issues with their residence, or who have questions about their rental agreements and leases. LASSD is a member of the San Diego Eviction Defense Collaborative and will subcontract to fellow collaborative members City Heights Community Development Corporation (CHCDC) and ACCE Institute (ACCE) to assist with providing education and public awareness services. Both organizations are actively conducting outreach and education campaigns for eviction prevention and will help LASSD leverage resources to reach a greater number of tenants, landlords and service providers in the local community to ensure the Program's success.

LASSD also intends to finalize a subcontract with the University of San Diego Law School Legal Clinics to assist with additional referrals if necessary. All services for the Program will be provided to all eligible households regardless of immigration status.

As this is a new Program, preliminary goals have been established based on LASSD's outcomes on the initial eight-month grant period of their County of San Diego's Eviction Prevention Grant. Goals may be adjusted as deemed appropriate by the contract administrator to ensure ongoing alignment with the intention of the programs design and target population. Staff is proposing the following for the initial seven-month period:

- Conduct a minimum of three education and outreach events per month and at least one large citywide media outreach effort; and
- Take the necessary staffing measures to ensure all eligible households requesting assistance are responded to and assisted promptly.

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LASSD will provide monthly reports that include but may not be limited to:

- Number of low-income eligible tenants assisted, including demographic data, as required for the use of CDBG funds;
- Number of referrals made to other community resources, categorized by type of resource;
- Number of public workshops conducted, including attendance at each;
- Number of targeted trainings conducted and attendance at each;
- Number of hotline calls received and responded to;
- Number of public awareness events conducted;
- Number of eligible low-income tenants receiving full legal assistance and brief summary of assistance provided;
- Number of eligible low-income tenants receiving limited legal services and brief summary of assistance provided; and
- Any additional services provided to eligible low-income tenants.

In addition, they will provide all programmatic and financial reports required by and in accordance with CDBG-CV regulations.

If the actions proposed in this report are approved, the Housing Commission will award a contract to LASSD to implement and administer the Program pursuant to the proposed MOU between the Housing Commission and the City of San Diego and CDBG-CV regulatory requirements. LASSD is currently providing similar eviction prevention services to the County of San Diego and indicated they could begin providing services immediately after final contract execution.

AFFORDABLE HOUSING IMPACT

With the authorization to expend up to \$5,000,000 in federal CDBG-CV funds allocated to the City of San Diego, the Program will function as a centralized resource for low-income renters facing eviction. This program will help prevent displacement of tenants with low-income by addressing a potential increase in evictions due to the expiration of the state's temporary eviction moratorium and confusion over the new protections under state law.

EQUAL OPPORTUNITY/CONTRACTING/EQUITY ASSURANCE

LASSD is a nonprofit corporation. As a nonprofit, LASSD is exempt from the requirement to submit a Workforce Report. The Housing Commission included a requirement in the RFQ for prospective firms to include a description of their experience and commitment to equity. LASSD is committed to equity and inclusion as both an employer and a service provider. Last year, LASSD held in-depth, interactive training for all of their staff on implicit bias. This year they are forming a Race and Equity Committee composed of staff at all levels to promote equity and inclusion in their organization and guide their work in the community.

FISCAL CONSIDERATIONS

The funding proposed by this action was included in the Housing Commission's Housing Authority-approved Fiscal Year 2022 Budget. Approving this action will authorize the Housing Commission to expend up to \$5,000,000 of federal CDBG-CV funds allocated to the City of San Diego to oversee and administer the City of San Diego Eviction Prevention Program

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Funding Sources

CDBG-CV	\$5,000,000
Total:	\$5,000,000

Funding Uses

Program Expenses	\$4,600,000
Program Administration	\$ 400,000
Total:	\$5,000,000

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION

On October 13, 2020, the San Diego City Council unanimously approved the allocation of \$5,000,000 in Coronavirus Aid, Relief, and Economic Security (CARES) Act Community Development Block Grant (CDBG-CV) funds to support the City of San Diego COVID-19 Emergency Rental Assistance Program (Resolution No. R-313256).

On December 8, 2020, due to technical difficulties, the San Diego City Council and the Housing Authority continued to December 15, 2020, a report requesting authorization to execute an amended MOU between the Housing Commission and the City of San Diego to continue the oversight and administration of the City's COVID-19 Emergency Rental Assistance Program and to take related actions.

On December 15, 2020, the San Diego City Council and the Housing Authority returned to staff a report requesting authorization to execute an amended MOU between the Housing Commission and the City of San Diego (City) to continue the oversight and administration of the City's COVID-19 Emergency Rental Assistance Program and to take related actions.

On February 22, 2021, the San Diego City Council (Agenda Item No. 603; Resolution No. 313439) and Housing Authority (Report No. HAR21-010; Resolution No. HA-1900) authorized the City of San Diego COVID-19 Housing Stability Assistance Program (HSAP), which the Housing Commission administers, to provide emergency rental assistance and/or utility assistance to households with low income experiencing financial hardship due to the ongoing COVID-19 pandemic.

On March 12, 2021, the San Diego City Council and San Diego Housing Commission entered into a Memorandum of Understanding (MOU) for the Housing Commission to administer HSAP and abide by federal and state requirements as authorized by Resolution R-313439 and Resolution HA-1900.

On July 27, 2021, the City Council (Agenda Item No. 331, Resolution No. R-2022-15) and the Housing Authority (Report No. HAR21-015; Resolution No. HA-1921) authorized up to \$60,149,903.87 in additional funds for HSAP.

On October 5, 2021, the Housing Authority authorized the San Diego Housing Commission to amend the Housing Commission's Fiscal Year 2022 budget for not-to-exceed \$39,712,779 in ARPA funds allocated by the State of California for the City of San Diego to be administered by the Housing Commission for HSAP and remove \$5,000,000 in federal Coronavirus Aid, Relief, and Economic Security (CARES) Act Community Development Block Grant (CDBG-CV) funds, awarded to the City of San Diego and previously allocated to the Housing Commission for HSAP, to the City's CDBG unobligated fund for a future eviction prevention activity (Resolution No. HA-1923).

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On November 12, 2021, the Housing Commission Board of Commissioners voted 4-0 to recommend that the Housing Authority take the staff-recommended actions and that the City Council authorize the City of San Diego (City) to execute a Memorandum of Understanding between the Housing Commission and the City for the Housing Commission to oversee and administer the Program with CDBG-CV funds allocated to the City to address the COVID-19 pandemic. The Housing Commission Board also directed Housing Commission staff to prepare a resolution under the provisions of San Diego Municipal Code Section 98.0301(e)(2)(A) to forward the proposed agreement with Legal Aid Society to the Housing Authority for action to ensure that the MOU is heard at the same time as the Legal Aid agreement, so that if change is made to the MOU at the City Council or Housing Authority hearings, that the proposed Legal Aid agreement can be modified, at the same time, so the Legal Aid contract is consistent with the MOU, as modified.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders for this project include low-income households in the City of San Diego facing potential eviction, eviction proceedings, and rental agreement and lease issues due to the COVID-19 pandemic, as well as the City of San Diego and the Housing Commission. This action is expected to have a positive impact on the community by providing education, awareness and emergency legal assistance to low-income tenants in the City of San Diego to help prevent housing displacement.

ENVIRONMENTAL REVIEW

The proposed actions contained within the report are not a “Project” as defined in the California Environmental Quality Act (CEQA) Guidelines Sections 15378(b)(4) and (5) as they 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 impact on the environment, and they are also organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment. Thus, the proposed actions are not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Federal funds constitute a portion of the funding for the proposed actions. Final NEPA approval from the City of San Diego was obtained on July 9, 2021.

Respectfully submitted,

Debra Fischle-Faulk

Debra Fischle-Faulk
Senior Vice President
Compliance & Equity Assurance
San Diego Housing Commission

Approved by,

Jeff Davis

Jeff Davis
Deputy Chief Executive Officer
San Diego Housing Commission

Attachments: 1) Draft Contract
2) Draft Memorandum of Understanding

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
AGREEMENT FOR
CITY OF SAN DIEGO COVID-19 EVICTION PREVENTION PROGRAM SERVICES
WITH
LEGAL AID SOCIETY OF SAN DIEGO

Contract No. CEA-22-02

THIS AGREEMENT, entered into this ____ day of _____ 2021

between the Commission:

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

and the Contractor:

LEGAL AID SOCIETY OF SAN DIEGO, INC
Office of the Public Attorney
110 South Euclid Avenue
San Diego, CA 92114
(877) 534-2524

is as follows:

101. DESCRIPTION OF WORK

Contractor shall provide City of San Diego Eviction Prevention Program Services to the Commission 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
4. Invoice Requirements, Contract Attachment No. 4

103. TIME OF PERFORMANCE

a. Initial Term

All services required pursuant to this Agreement shall commence effective December 1, 2021 through June 30, 2022.

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 one additional one-year term, 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. Only one (1) 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 depended upon the availability of funds and budget approval by the Housing Authority of the City of San Diego ("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 for the initial term of the Agreement shall not exceed the sum of One Million Eight Hundred Forty Two Thousand One Hundred Five and No/100 Dollars (\$1,842,105.00) Any compensation not spent during the initial term of the Agreement shall be rolled over and added to the Total Compensation for the First Option Period. The minimum compensation during the first option period, if exercised pursuant to this Agreement, shall be Three Million One Hundred Fifty Seven Thousand Eight Hundred Ninety Five and No/100 dollars (\$3,157,895.00). Total Compensation for the initial term of the Agreement plus the option term shall not exceed Five Million and No/100 Dollars (\$5,000,000.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to

monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/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.

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.

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.

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 City of San Diego Eviction Prevention Program Services with Legal Aid Society of San Diego (Contract No. CEA-22-02).

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

Contractor:

LEGAL AID SOCIETY OF SAN DIEGO, INC.

By: _____
Gregory E. Knoll, Esq
CEO/Executive Director/Chief Counsel

Date: _____

Commission:

SAN DIEGO HOUSING COMMISSION

By: _____
Jeff Davis
Deputy Chief Executive Officer

Date: _____

By: _____
Suket Dayal
Executive Vice President, Business Administration

Date: _____

By: _____
Debra Fischle-Faulk
Senior Vice President, Compliance & Equity Assurance

Date: _____

Approved as to Form:

Christensen & Spath LLP

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

Date: _____

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

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, 24 C.F.R. 576.500, 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 Housing Authority, 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, the Housing Authority, the 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, the Housing Authority, the 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 Housing Authority, 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 Housing Authority, 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 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) Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(f) Technology Professional Liability Errors and Omissions Insurance, appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption,

cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(g) 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 208(b), 208(c), 208(d), 208(e), and 208(f) above.

(h) 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 208(b), 208(c), 208(d), 208(e), and 208(f) above. Contractor shall ensure that all such endorsements are in full force and effect throughout the term of this Agreement.

(i) City, Housing Authority, and Commission's Right to Request and Review Contractor's Insurance Policies. The City, the Housing Authority, and the Commission, reserve their rights to request, and Contractor shall immediately submit to the City, the Housing Authority, and the Commission, upon the City's, the Housing Authority's, and Commission's request, copies of any policy required in Sections 208(b), 208(c), 208(d), 208(e), and 208(f) 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, the Housing Authority, and/or the Commission determines that any such insurance coverage, limits, deductibles, and/or self-insured retentions is insufficient, the City, the Housing Authority, 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, the Housing Authority and Commission, and Contractor shall comply with any such amendment.

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

(k) 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.

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

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

(n) Expiration of Policies. Upon the expiration date of each insurance policy required in Sections 208(b), 208(c), 208(d), 208(e), and 208(f) 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.

(o) 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.
 - i. 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.
 - ii. Contractor shall 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.
 - iii. Contractor shall file a Form 700 (Completion Statement) within thirty days after completion of the Agreement or departure, reassignment, or termination of principal.

Filing may be submitted electronically, through the City Clerk's Office electronic filing system eFile San Diego. Contractor shall email copy of the filed Form 700, for each filer, to Maurcell Gresham, Director of Procurement at maurcell@sdhc.org within five business days of filing in accordance with the requirements of General Provisions 210.c.1.i through 210.c.1.iii as applicable.

- 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 City 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 condition 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, the Housing Authority, 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 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 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 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. A link to the City's FY 2022 Operating Manual is below:

<https://edgrants.force.com/servlet/servlet.FileDownload?file=015t00000001Lt0>

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 CDBG programs and activities. A link to the Handbook is below:

<https://www.sandiego.gov/sites/default/files/legacy/cdbg/pdf/hudruleshandbook.pdf>

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 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

The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.

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.

CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF WORK

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

The Commission will be administering the City of San Diego's COVID-19 Eviction Prevention Program ("Program") with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG-CV) funds to provide education & public awareness relating to the Program to certain populations in the City of San Diego, and emergency and limited legal assistance to eligible tenants in accordance with HUD CDBG-CV regulatory requirements. "Eligible Tenants" is defined below.

During the term of the Agreement, services must be available to Eligible Tenants from 9:00 am. – 5:00 pm, Monday through Friday, except court holidays. Hours of operation must be posted at the entrances to the Premises. Contractor shall provide the direct services to Eligible Tenants at the following LASSD locations (together "Premises"):

Southeast San Diego Office
110 S. Euclid Avenue
San Diego, CA 92114

Midtown San Diego Office
1764 San Diego Avenue, Suite 100
San Diego, CA 92110

Clinics will be provided at the following location during the hours stated below:

Unlawful Detainer Clinic

San Diego County Superior Court
Hall of Justice
330 W. Broadway
San Diego, CA 92101

Walk-in Hours: Monday through Friday, except court holidays, 8:30am-3:30pm

Landlord Tenant Dispute Clinic

San Diego County Superior Court
Hall of Justice
330 W. Broadway
San Diego, CA 92101

Walk-in Hours: Monday through Friday, except court holidays, 8:30am-noon

Contractor and all of its subcontractors must abide by the County of San Diego's Public Health guidelines for reopening of businesses and any active Public Health Order(s) in place at the time of service, to mitigate the health impacts of COVID-19. Contractor is responsible for implementing business practices and equipment that comply with the guidelines, and for ensuring that persons served by the Contractor under this Agreement follow all guidelines of the establishment and the Public Health order while accessing services.

Should there be a need to conduct this work remotely, Contractor shall establish a process to collect documents from the Eligible Tenants and complete paperwork as necessary. The process shall include methods that:

- a) Facilitate gathering paperwork from eligible households via mail, email or other electronic method;
- b) Assist eligible household members with completing any paperwork via telephone and/or preparing necessary paperwork on their behalf, as applicable.

SCOPE OF WORK

Contractor shall provide services set forth below and detailed herein to persons regardless of their immigration status.

1. Education & Public Awareness

- a) Education – increasing community capacity for eviction prevention by providing training and technical assistance related to tenants' rights and eviction protections to:
 - Low Income tenants (as defined in the CDBG regulations),
 - Staff of Community Based Organizations serving Low Income tenants, and
 - Landlords with Low Income tenants – especially small operators.Services include:
 - Regular and ongoing public workshops,
 - Targeted training as necessary,
 - Published materials/guides,
 - A hotline for the Program, and
 - A webpage for the Program.
- b) Public Awareness – conducting a multi-lingual media campaign and hosting community events to increase public awareness of tenants' rights, eviction protections and the services available under the Program. At minimum, languages are to include both English and Spanish.

2. Emergency Legal Assistance

- a) Eligible Tenants must meet the following criteria:
 - Reside at a City of San Diego address;
 - Household income is at or below 80 percent of AMI;

- Household has an obligation to pay rent; and
- At least one member of the household has a reduction of income or other financial hardship due to COVID-19.

Contractor shall ensure Eligible Tenants meet the above criteria prior to providing services as set forth herein.

- b) Full legal representation available to Eligible Tenants within the City of San Diego who have been issued an Unlawful Detainer for non-payment of rent. Legal services attorneys will represent Eligible Tenants throughout the pre-eviction and eviction process, in settlement negotiations and through trial, if necessary.
- c) Limited legal services to Eligible Tenants via clinics, hotlines or appointments (either virtual or in-person). The limited services include assistance completing COVID-19 related declarations, submitting formal responses to eviction notices, formal responses to Unlawful Detainers and requests for reasonable accommodations.
- d) For Eligible Tenants who are residents of Commission properties, the following shall apply:
 - Contractor shall ensure Eligible Tenants who are residents of Commission properties have explored all available resources available through the Commission and other programs prior to fully representing Eligible Tenants. Some such programs include, but are not limited to, the following:
 - Commission's federal Section 8 Housing Choice Voucher rental assistance program is utilizing revised criteria for families currently in the program to report decreases in income due to COVID-19, which may enable Commission to temporarily provide a higher amount of rental assistance to these households.
 - Residents at Commission's affordable rental housing properties who do not currently receive federal rental assistance can receive rent relief through a hardship program. All or part of the rent will be forgiven for up to four months for eligible households who reside at a property owned or managed by the Commission, including its non-profit affiliate, Housing Development Partnership (HDP).

Should any Eligible Tenants who are residents of Commission properties wish to seek assistance under this Program, the Commission hereby waives any and all conflicts of interest, if any, that may exist by virtue of this Agreement between the Commission and Contractor and the payment of funds to Contractor for the purposes of representing Eligible Tenants. Commission hereby acknowledges that the intent of this Agreement for the representation of Eligible Tenants against landlords includes representations of the Eligible Tenants of the Commission in an appropriate instance after the Eligible Tenants have availed themselves of the sources of assistance referenced above. Contractor shall ensure compliance with any and all applicable Rules of Professional Conduct relating to notice.

Goals/Performance Targets

The following goals have been established:

- a. Contractor shall conduct a minimum of three educational and outreach events per month and at least one large city-wide media outreach effort; and
- b. Contractor shall take the necessary measures to ensure all Eligible Tenants requesting assistance are responded to and assisted promptly.

Program Reporting

Contractor shall track and report to the Commission the following data elements on a form provided by the Commission for the duration of the Agreement term. The following monthly reports are to be submitted to Mr. George Williams, Director, Compliance and Equity Assurance at georgew@sdhc.org and Ms. Christelle Van Der Windt, Finance Director – Grants and Reporting at christelle@sdhc.org no later the 10th day of each month:

- a) Total number of unduplicated eligible low income tenants assisted, categorized by the type of assistance provided in the Compensation Schedule as set forth in Contract Attachment No. 3;
- b) Of the households assisted, the number of female head-of-households assisted;
- c) Number of unduplicated clients assisted (extrapolated from the number of people in the household);
- d) Ethnicity/Race for head of household;
- e) Ethnicity/Race for unduplicated clients;
- f) Income by client (income is determined at the household level-so all members of the household are reported at the income level of the household);
- g) Number of referrals made to other community resources, categorized by type of resource;
- h) Demographic data of low income eligible tenants assisted;
- i) Number of public workshops conducted;
- j) Number of targeted trainings conducted;
- k) Number of hotline calls received and responded to;
- l) Number of public awareness events conducted;
- m) Number of eligible low income tenants receiving full legal assistance and brief summary of assistance provided;
- n) Number of eligible low income tenants receiving limited legal services and brief summary of assistance provided; and
- o) Any additional services provided to eligible low income tenants.

Invoicing

- Contractor shall complete monthly invoices, including all required reporting documents, in accordance with Contract Attachment No. 4.

- If all documentation is submitted properly in the invoice submittal, the Commission will attempt to process payment no later than 15 calendar days from the date of invoice submittal.

Media/Communications

- Contractor shall coordinate with the Commission on community outreach for the Program in line with the outreach plan established by the Commission. This includes posting program information and website link on Contractor's website, and email outreach to potential applicants who may benefit from Program.
- Contractor shall 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.

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.

Close Outs

Contractor will be responsible for submitting a close-out report to the Commission that provides a total count of the reporting elements for the duration of the Program.

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:

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

Non-Disclosure

In compliance with Section 203 of the General Provisions, Contractor shall not disclose to any other public or private person or entity any designs, plans, reports, investigations, materials, and documents (together "Confidential Information") during the term of this Agreement, or at any time thereafter except as authorized the Commission. The Contractor acknowledges that through

its performance under this Agreement, Contractor will be in possession of Confidential Information including Personal Information as set forth in Civil Code Section 1798.3. Contractor acknowledges that unlawful disclosure of such Confidential Information would constitute breach of this Agreement, and could constitute a crime under state or federal law. Contractor further agrees to require any employees who have access to Personal Information pursuant to performance under this Agreement, to sign a non-disclosure agreement for the protection of such information.

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**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

SDHC Eviction Prevention Grant Pricing Schedule						
Item	SOW Reference	Description	Unit	Number of Units	Unit Price	Total
Non-Case Deliverables:						
1	1.a; 1.b	UD Clinic assistance with forms (one- on-one)	Each	<i>(As needed)</i>	\$320.21	
2	1.a; 1.b	TRO Clinic assistance with forms (one-on-one)	Each	<i>(As needed)</i>	\$320.21	
3	1.a; 1.b	Education/outreach presentation/media interview (including prep and travel time)	Each	<i>(As needed)</i>	\$534.44	
4	1.a; 1.b	Media interviews (including prep time)	Each	<i>(As needed)</i>	\$304.96	
5	1.a; 1.b	Housing/Fair Housing website info/social media post	Each	<i>(As needed)</i>	\$26.68	
6	1.a; 1.b	Create written materials (Unlawful Detainer answer attachments, pro per forms/instructions, FAQs, etc.)	Each	<i>(As needed)</i>	\$534.44	
7	1.a; 1.b	Tracking legal updates/substantive developments/collaboration meetings/trainings	Each	<i>(As needed)</i>	\$76.24	
Case Deliverables:						
8	2.a.; 2.b	Intake/open application for assistance (where advice not provided by CRT)	Per Case	<i>(As needed)</i>	\$15.25	
9	2.a.; 2.b	In-person client meeting w/post- meeting COVID-19 disinfection cleaning	Per Case	<i>(As needed)</i>	\$160.10	
10	2.a.; 2.b	Counsel and advice	Per Case	<i>(As needed)</i>	\$320.21	
11	2.a.; 2.b	Brief service (help with pleadings, research, etc.)	Per Case	<i>(As needed)</i>	\$747.90	
12	2.a.; 2.b	Extended service (extensive pro se assistance, research, obtain voluntary dismissal of Unlawful Detainer action)	Per Case	<i>(As needed)</i>	\$3,739.57	
13	2.a.; 2.b	Reasonable accommodation request	Per Case	<i>(As needed)</i>	\$320.21	
14	2.a.; 2.b	Written Discovery	Per Case	<i>(As needed)</i>	\$854.65	
15	2.a.; 2.b	Deposition preparation	Each	<i>(As needed)</i>	\$533.68	
16	2.a.; 2.b	Deposition (take or defend)	Each	<i>(As needed)</i>	\$304.96	

17	2.a.; 2.b	Investigator services (interviews, site inspection, testimony)	Per Case	<i>(As needed)</i>	\$373.58
18	2.a.; 2.b	Pre-trial ex parte application pleading	Each	<i>(As needed)</i>	\$381.20
19	2.a.; 2.b	Pre-trial law and motion pleading	Each	<i>(As needed)</i>	\$457.44
20	2.a.; 2.b	Pre-trial ex parte court appearance	Each	<i>(As needed)</i>	\$266.84
21	2.a.; 2.b	Pre-trial law and motion court appearance	Each	<i>(As needed)</i>	\$266.84
22	2.a.; 2.b	Alternative Dispute Resolution (including prep, brief and hearing)	Per Case	<i>(As needed)</i>	\$854.65
23	2.a.; 2.b	Negotiate pre-litigation settlement	Per Case	<i>(As needed)</i>	\$3,205.13
24	2.a.; 2.b	Negotiate settlement with litigation	Per Case	<i>(As needed)</i>	\$5,342.14
25	2.a.; 2.b	Unlawful Detainer trial prep (once trial is set, including witness and exhibit prep)	Per Case	<i>(As needed)</i>	\$5,718.00
26	2.a.; 2.b	Unlawful Detainer bench trial	Per Case	<i>(As needed)</i>	\$1,219.84
27	2.a.; 2.b	Unlawful Detainer Jury trial	Per Case	<i>(As needed)</i>	\$3,049.60
28	2.a.; 2.b	Post-judgment ex parte application pleadings	Each	<i>(As needed)</i>	\$381.20
29	2.a.; 2.b	Post-judgment law and motion pleadings	Each	<i>(As needed)</i>	\$457.44
30	2.a.; 2.b	Post-judgment ex parte hearing	Each	<i>(As needed)</i>	\$266.84
31	2.a.; 2.b	Post-judgment law and motion hearing	Each	<i>(As needed)</i>	\$266.84
32	2.a.; 2.b	OSC hearing	Per Case	<i>(As needed)</i>	\$152.48
33	2.a.; 2.b	Administrative hearing representation (including brief, prep and hearing)	Per Case	<i>(As needed)</i>	\$2,682.89
34	2.a.; 2.b	Writ/Appeal representation (including briefing and oral argument)	Per Case	<i>(As needed)</i>	\$15,381.42
35	2.a.; 2.b	Affirmative Limited/Unlimited case jury trial preparation	Per Case	<i>(As needed)</i>	\$17,077.76
36	2.a.; 2.b	Affirmative Limited/Unlimited case jury trial	Per Case	<i>(As needed)</i>	\$6,099.20

37	2.a.; 2.b	Case management services	Per Case	(As needed)	\$2,229.26
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Litigation Fees Not Covered by Fee Waiver: Not to exceed \$36,842.00 Costs set forth herein shall not exceed the amount actually paid by Contractor. Any costs paid under this section shall be substantiated with a receipt.

38	2.a.; 2.b	Unlawful detainer response filing fee (up to \$10,000)	Per client	(As needed)	\$225.00
39	2.a.; 2.b	Unlawful detainer response filing fee (\$10,000-\$25,000)	Per Client	(As needed)	\$370.00
40	2.a.; 2.b	Petition to prevent civil harassment (other ("TRO"))	Per Case	(As needed)	\$435.00
41	2.a.; 2.b	Limited Action filing fee	Per Case	(As needed)	\$370.00
42	2.a.; 2.b	Unlimited Action filing fee	Per Case	(As needed)	\$435.00
43	2.a.; 2.b	Motion filing fee	Each	(As needed)	\$60.00
44	2.a.; 2.b	Ex Parte Application filing fee	Each	(As needed)	\$60.00
45	2.a.; 2.b	Stipulation with Order filing fee	Each	(As needed)	\$20.00
46	2.a.; 2.b	Deposition and transcript	Each	(As needed)	\$1,200.00
47	2.a.; 2.b	ADR/Mediation fees	Per Case	(As needed)	\$1,000.00

Subcontractor Services:					
48	1.a.; 1.b	Subcontract with ACCE to provide Education and outreach presentation/workshop (English and Spanish translation provided) *Each deliverable may either be billed as either \$1,068.88 per outreach event or \$71.26 per client, at Subcontractor's election.	*Per Event or Per Client	(As needed)	*\$1,068.88 per event or \$71.26 per client
49		Subcontract with City Heights CDC	TBD	(As needed)	TBD

50		Subcontract with University of San Diego Law School to assist with additional services as necessary		<i>(As needed)</i>	Worked performed by USD Law shall be on the same terms and
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GRAND TOTAL NOT TO EXCEED UP TO:	\$1,842,105.00
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CONTRACT ATTACHMENT NO. 4
INVOICE REQUIREMENTS

Invoice Requirements

Please ensure that all invoices submitted to the San Diego Housing Commission adhere to the requirements listed below. All invoices must be submitted to Accounts Payable.

Maximum Compensation

The total invoiced compensation for all services performed or equipment, products and/or supplies provided shall not exceed the sum total or not to exceed amount of the Agreement, or any issued purchase order, work order, or task order. Contractor acknowledges that the San Diego Housing Commission (SDHC) and the SDHC Limited Liability Companies are under no obligation to compensate Contractor for services rendered or expenses accrued under an Agreement or issued Purchase Order, work order or task order in excess of the maximum compensation specified therein. It shall be the responsibility of the Contractor to monitor its contractual activities to ensure that the scope of services/work may be completed and no charges accrued in excess of the maximum compensation during the term of the Agreement. In the event that the work procured by the Commission cannot be completed within the specified time of performance, or it appears that the maximum compensation of the Agreement may be exceeded before the term of the Agreement expires, Contractor shall promptly notify SDHC.

Elements of a Proper Invoice

Each invoice presented by a Contractor for payment must be clear and accurate and free from mathematical and quantity errors. At a **minimum**, each invoice must contain the following elements to facilitate efficient and effective payment processing:

- Contractor/Company name
- Contractor/Company "Remit to" address
- Contractor/Company unique invoice number
- Invoice Date (Date of work completed)
- SDHC Purchase Order number
- SDHC Contract name and number
- Work Order Number (If Applicable)
- Payment due date
- Payment terms and discounts
- Description of goods/services delivered (per the purchase order/task order/work order/NTP)
- Quantity delivered by line item (per the purchase order/task order/work order/NTP)
- Invoiced amount per item and extended item invoiced amounts (must agree with the item and extended pricing of the purchase order)
- Freight charges (as authorized on the purchase order)
- Total amount due (must agree with the purchase order amount)
- Sales tax (as authorized on the purchase order). No sales tax for tax exempt goods/services
- Special terms or any additional information needed for accurate payment processing
- Total maximum contract amount
- Total amount of last Invoice (including invoice number)
- Total amount billed to date
- Remaining contract balance

Invoice Submittal Methods

The San Diego Housing Commission will only accept invoices via the following methods (listed in order of preference):

Submittal Method	Submittal Address
1) Email (one invoice per email in PDF form)	AP@sdhc.org

2) Facsimile	(619) 578-7367
3) United States Postal Services or express courier service.	San Diego Housing Commission Attn: Accounts Payable 1122 Broadway, Suite 300 San Diego, CA 92101

CONTRACTOR IS ADVISED TO SELECT AND MAINTAIN ONE METHOD OF INVOICE SUBMITTAL

Electronic Invoice: Contractors may choose to submit electronic invoices to AP@sdhc.org. Contractors who do not wish to use the e-mail option may continue sending paper invoices to the address above. An electronic invoice shall be provided in a secure, non alterable electronic format (Adobe *.pdf is acceptable) e-mailed directly to AP@sdhc.org with the contractor name and unique invoice number in the e-mail Subject line. Do not send or copy the SDHC Accounts Payable representative. SDHC will accept only one invoice per e-mail.

Note: Invoices should NOT be sent to the SDHC department for which services have been rendered. Doing so may delay payment.

Effective Invoice Period: Contractor will submit invoices within thirty (30) calendar days after delivery of the goods or complete performance of the services invoiced. SDHC will not be obligated to pay invoices that are not received within thirty (30) days after delivery of the goods or complete performance of the services, unless acceptable delays are identified and approved in writing by SDHC prior to the delay.

When a Defective Invoice is Received

- Invoices not delivered in accordance with agency instructions (included on the purchase order and on this document) are not considered to have been submitted in a timely manner and may result in payment delays.
- Invoices missing any required element(s) will be deemed *defective* and will be returned without action to the Contractor with a letter detailing what defect needs to be corrected.
- When a corrected invoice is received, a new due date will be calculated.

Supplier Inquiry Options

- **Payment Inquiry:** Contractor may research invoice status by contacting the San Diego Housing Commission Accounts Payable Department through the following methods (a SDHC Purchase Order Number and/ or Contractor Invoice Number is required):
 - E-Mail (questions only): AP@sdhc.org (**Preferred method**)
 - Telephone: 619-578-7724
- **Reconciliation of Payment:** SDHC notifies Contractor that invoices have been paid by payment stub for standard check payments and e-mail for ACH payments.
- **Credit Hold:** Contractor shall not suspend shipments of goods or performance of services unless Contractor complies with all contract terms and invoicing requirements. Credit hold for non-compliance by Contractor may be considered breach of contract.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO
AND
THE SAN DIEGO HOUSING COMMISSION
FOR THE ADMINISTRATION OF THE COVID-19 EVICTION PREVENTION
PROGRAM**

This Memorandum of Understanding for the Administration of the COVID-19 Eviction Prevention Program (“EPP MOU”) is dated as of _____ (the “Effective Date”) by and between the SAN DIEGO HOUSING COMMISSION, a public agency (“Commission”) and the CITY OF SAN DIEGO, a municipal corporation (“City”), hereinafter referred to as the “Parties” and each, as a “Party.”

RECITALS

WHEREAS, the State of California’s temporary ban on evictions was signed into law on January 29, 2021, and remained in effect until September 30, 2021.

WHEREAS, tenants generally are protected from eviction for nonpayment of rent due between March 1, 2020, and September 30, 2021, if that nonpayment is the result of a hardship related to the COVID-19 pandemic, and the tenant has paid any required portion of the rent.

WHEREAS, State Assembly Bill 832 (“AB 832”), signed into law by Governor Newsom on June 28, 2021 includes eviction protections for renters until March 31, 2022.

WHEREAS, landlords are required to provide a notice to tenants who, as of July 1, 2021, have not paid one or more months of rent during this time period.

WHEREAS, tenants are required to provide their landlord with a declaration of COVID-19 related financial distress within 15 days of receiving notice from their landlord.

WHEREAS, beginning November 1, 2021, in order for the Superior Court to process an Unlawful Detainer action (or eviction) for unpaid rent accrued during the period of October 1, 2021 through March 31, 2022, the landlord must provide:

1. Proof that an application for emergency rental assistance was submitted and denied, or
2. Proof that an application was submitted and after 20 days there was no notification received that the tenant completed their portion of the application, and the tenant has not otherwise informed the landlord of a submitted application.

WHEREAS, a local program within the City of San Diego that would function as a centralized resource for low-income renters facing eviction, could significantly increase the efficacy of the above referenced protections. Such a program could help address a potential increase in evictions due to the expiring moratorium, and confusion over the new protections under state law.

WHEREAS, the City received Community Development Block Grant (“CDBG”) funding through the CARES Act (“CDBG-CV”) for relief efforts related to the COVID-19 pandemic. Funds must be expended on efforts directly related to prevent, prepare for or respond to COVID-19 in accordance with the CDBG-CV Grant Agreement.

WHEREAS, on October 5, 2021, the City Council and the Housing Authority of the City of San Diego (“Housing Authority”) approved City Council Resolution R-313732 and Housing Authority Resolution HA-1923, respectively, to reallocate \$5,000,000 in federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Community Development Block Grant (“CDBG-CV”) previously allocated to the Commission for the COVID-19 Housing Stability Assistance Program for a future eviction prevention activity.

WHEREAS, the Parties acknowledge and agree that future funding may be allocated by the City to the Eviction Prevention Program (“EPP”).

NOW, THEREFORE, the City and Commission agree as follows:

- A. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference.
- B. Commission Responsibilities. The Commission shall be responsible for the general management, administration, and oversight of the EPP in compliance with the terms of any applicable funding source as set forth in Section E of this EPP MOU and all applicable federal, State of California and local laws and regulations. The Commission will be administering the City’s EPP with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG-CV) funds to provide education and public awareness relating to the EPP to certain populations in the City of San Diego and emergency and limited legal assistance to eligible tenants in accordance with HUD CDBG-CV regulatory requirements. Commission responsibilities include the following:
 1. **Administration, Operation and Oversight of the EPP Program.** The Commission will administer the Eviction Prevention Program (EPP) pursuant to this EPP MOU, including the terms and conditions in Exhibits A and B, as applicable, and the Implementation Plan as agreed to by both Parties, and all applicable federal and state regulations.
 - i.
 2. **Procurement, Management and Monitoring of Contracts.** The Commission shall procure, manage, and monitor any agreements relating to the operation of the EPP and pursuant to this EPP MOU in compliance with the Commission’s Procurement Policy. It is anticipated that all agreements funded by this EPP MOU will not exceed the approval authority of the President and CEO of the Commission. To the extent an agreement is in

excess of the approval authority of the President and CEO of the Commission, that agreement will be presented to the Commission's Board and/or the Housing Authority for approval, where necessary.

For agreements funded by CDBG-CV funds, the Commission shall ensure all subcontractors will comply with the applicable terms of the CDBG-CV Grant Agreement, all federal regulations applicable to CDBG funds, and the terms set forth in this EPP MOU, including EXHIBIT A.

3. **Reversion.** Any remaining funds which may exist at the conclusion of the EPP shall be returned to City.

C. City Responsibilities. City responsibilities including the following:

1. **Payment of Funds for the Operation of the EPP.** The City shall provide the following funding for the administration of the EPP as set forth herein:

EPP FUNDING*	
CDBG-CV	\$ 5,000,000.00
Total EPP Funds	\$ 5,000,000.00

*Additional related funds may be added to the EPP without amendment to this EPP MOU upon appropriation by the City and budget approval by the Housing Authority for amounts in excess of \$500,000.

- a. If the City commits reduced funding in amounts less than the amounts identified herein, the City acknowledges that the services will be reduced accordingly.
- b. City shall provide funds set forth herein in one lump sum payment within 10 days of the Effective Date of this EPP MOU.
- c. Administrative Costs. Total dollars allocated to administrative costs will not exceed the permissible amounts per CDBG-CV guidelines. The Parties agree that any funds allocated as administrative dollars may be reallocated upon agreement of City Representative and Commission Representative.

D. Term and Termination of EPP MOU.

1. **Term of EPP MOU.** The term of this EPP MOU is from the Effective Date of this EPP MOU through June 30, 2022, with two (2) additional one (1) year options to extend. Only one option may be exercised at a time.

2. **Termination of EPP MOU.** Either Commission or the City may terminate this EPP MOU and all obligations assigned thereunder for any reason by providing thirty (30) days written notice to the other. Upon termination or expiration of this EPP MOU, any unexpended funds received by Commission shall be returned to City within thirty (30) days of the notice of termination.
- E. Acknowledgment of Funding Source. This EPP MOU is controlled by the CDBG-CV Grant Agreement, CDBG-CV regulations and guidelines, and any laws, regulations and guidelines applicable to funding sources allocated to the EPP in the future, which are incorporated herein by this reference. The Parties agree and acknowledge that future guidance relating to the expenditure of the CDBG-CV funds may be provided by the federal government, and future guidance may be provided in connection with other funding sources allocated to the EPP. The Parties hereby agree that any applicable future guidance will be incorporated into this EPP MOU.
- F. City Representative. The person identified below is the City’s representative for all purposes of this EPP MOU (“City Representative”). The City Representative shall communicate with Commission on all matters related to the administration of this EPP MOU and Commission’s performance of its obligations under this EPP MOU. When this EPP MOU refers to communications to or with City, those communications shall be with the City Representative, unless this EPP MOU or the City Representative specifies otherwise. When this EPP MOU refers to an act or approval to be performed by City, that act or approval shall be performed by the City Representative, unless this EPP MOU specifies otherwise. The City may change the identity of the City Representative at any time by notice to Commission at least ten (10) days in advance of the effective date of such change.

Christina Bibler, Director, Economic
Development City of San Diego
cbibler@sandiego.gov
(619) 236-6421

- G. Commission Representative. The person identified below is the Commission’s representative for all purposes of this EPP MOU (“Commission Representative”). The Commission Representative shall communicate with City on all matters related to this EPP MOU. When this EPP MOU refers to communications to or with Commission, those communications shall be with the Commission Representative, unless this EPP MOU or the Commission Representative specifies otherwise. When this EPP MOU refers to any act or approval to be performed by Commission, that act or approval shall be performed by the Commission Representative, unless this EPP MOU specifies otherwise. The Commission may change the identity of the Commission Representative at any time by notice to City at least ten (10) days in advance of the effective date of such change.

Jeff Davis, Deputy Chief Executive Officer

Commission
jeffd@sdhc.org
(619) 578-7606

H. General Provisions

1. **Governing Law.** The terms and conditions of this EPP MOU shall be construed and interpreted in accordance with the laws of the State of California.
2. **Jurisdiction and Venue.** The City and Commission agree to submit to the personal jurisdiction of, and that venue shall be in, any State of California court within the City of San Diego, State of California, for any dispute, claim, or matter arising out of, or related to, this EPP MOU.
3. **Indemnification.** To the fullest extent provided by law, the City and the Commission, each respectively, 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 EPP 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 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.
4. **Insurance.** City certifies that it is self-insured and will maintain the same level of insurance throughout the duration of this EPP MOU. Commission certifies it has obtained insurance as set forth herein:
 - i. 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
- Workers Compensation**
\$1,000,000
- Automobile Liability**

\$1,000,000

- ii. 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 City. Coverage shall remain in full force and effect during the entire term of the policy.
5. **Amendment.** No change, alteration, amendment, or modification of the terms or conditions of this EPP MOU, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid, unless made in the form of a written amendment to this EPP MOU signed by both Parties. Commission's President and Chief Executive Officer, or designee, and the Mayor, or designee, shall have the authority to execute amendments to this EPP MOU, which do not otherwise require City Council or Housing Authority approval.
6. **No Waiver.** No failure of either City or the Commission to insist upon the strict performance by the other of any term, covenant, or condition of this EPP MOU, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this EPP MOU, shall constitute a waiver of any such breach or the requirement to comply with such term, covenant, or condition. No waiver of any breach shall affect or alter this EPP MOU, and each and every term, covenant, and condition in this EPP MOU shall continue in full force and effect regarding any existing or subsequent breach.
7. **Assignability.** Neither Party shall assign any interest in this EPP MOU and shall not transfer any interest in the same (whether by assignment or novation).
8. **Severability.** The unenforceability, invalidity, or illegality of any provision of this EPP MOU shall not render any other provision of this EPP MOU unenforceable, invalid, or illegal.
9. **Counterparts.** This EPP 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.
10. **Entire Agreement; No Novation.** This EPP MOU represents the entire understanding between the Parties about the subject matter of this EPP MOU. This EPP MOU is not a novation of and does not amend or otherwise revise any other agreement, memorandum of agreement or understanding of the Parties.
11. **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 EPP MOU. The Parties have participated substantially in the negotiation, drafting, and revision of this EPP MOU, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this EPP 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 EPP MOU. The words “include” and “including” in this EPP MOU shall be construed to be followed by the words: “without limitation.” Each collective noun in this EPP 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 EPP MOU, refers to such document, as modified from time to time (excepting any modification that violates this EPP MOU), and includes all EXHIBITs, schedules, addenda and riders to such document. The word “or” in this EPP 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 EPP MOU refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

12. **No Other Representations or Warranties.** Except as expressly set forth in this EPP MOU, no Party makes any representation or warranty material to this EPP 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 ADMINISTRATION OF THE COVID-19 EVICTION
PREVENTION PROGRAM**

IN WITNESS WHEREOF, this EPP 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
Deputy Chief Executive Officer

By: _____
Christina Bibler
Economic Development Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP

MARA W. ELLIOTT
CITY ATTORNEY

By: _____
Charles B. Christensen
General Counsel

By: _____
Deputy City Attorney

EXHIBIT A: Federal Contract Provisions

ARTICLE I – CDBG PAYMENTS

1.1 CDBG PAYMENT SCHEDULE.

- 1.1.1 Commission shall make timely, complete requests for reimbursements, as required by the forms and instructions issued by the City. However, in view of Section 1.1.2, it not anticipated that there will be any requests for reimbursement.
- 1.1.2 The City shall provide CDBG-CV Fund Allocations under this EPP MOU in one lump sum payment in accordance with the terms and conditions of this EPP MOU within 10 days of the effective dates of this EPP MOU. To the extent that this provision is inconsistent with the payment requirements set forth below, this requirement shall prevail.
- 1.1.3 In the event there are supplemental payments allocated to the Commission, the final payment to Commission, shall be withheld by the City until all reports required under this MOU have been received by the City.

1.2 PAYMENT REQUIREMENTS AND RESTRICTIONS.

- 1.2.1 Commission shall not be reimbursed for any expenditure and/or service provided without proper and sufficient proof and documentation that each expenditure is an eligible reimbursement and that such eligible expenditure has been paid in full by Commission or that each service provided has been done in accordance with the MOU and any and all applicable laws and regulations. In addition to providing such proof and documentation, Commission shall complete all of the necessary forms provided by the City in order to properly submit a request for reimbursement.
 - 1.2.1.1 Commission assumes all responsibility for taking the reasonably appropriate action to properly and timely submit requests for reimbursement to the City.
 - 1.2.1.2 Commission shall provide authentic, accurate, and legible written documentation including, but not limited to, invoices for all services provided and/or expenses incurred in accordance with this MOU directly to the City on a monthly basis. Written invoices from any of Commission's contractors, subcontractors, or other vendors shall be provided to the City in the form originally provided to the Commission with no alterations or other markings on such invoices. Commission shall make original invoices immediately available to the City upon

request. The documentation provided by Commission to the City shall include an itemized description of the completed service, the date such service was performed, and all supporting invoices and documentation sufficient for the City to adequately determine eligibility for reimbursement of each and every expenditure and that such expenditure has already been paid in full by the Commission. Invoices approved by the City in accordance with the MOU will be paid in a timely manner. Partial payments may be made for invoices that receive only partial approval.

- 1.2.1.3 Commission submittals shall be authorized by an individual authorized by the Commission to legally bind the Commission and authorized individual shall attest to its truthfulness and accuracy under penalty of perjury.
- 1.2.1.4 Commission acknowledges and understands that the City reserves the right to deny reimbursement for any request that is not properly submitted, including but not limited to Commission's failure to obtain the required signature certifications or to accurately complete the forms required by the City for reimbursement.
- 1.2.2 Commission shall not be reimbursed for travel, meals, lodging, or entertainment expenses. However, certain of these types of expenses may be reimbursed, if they are part of the core purpose of the project (such as a shelter, nutrition program, at-risk youth program, or other eligible program) and pre-approved, in writing, by the City. Commission shall not be reimbursed for alcoholic beverages, under any circumstances.
- 1.2.3 Commission shall not be reimbursed for any costs incurred in its operations, directly or indirectly, during any period of federal, state, or local debarment, suspension, or ineligibility of Commission, when Commission has notice (actual, constructive, or implied) of such debarment, suspension, or ineligibility.
- 1.2.4 Any expenditure by Commission that is not within the prescribed limitations set forth in this MOU and the FY 2022 CDBG Operating Manual, is not chargeable to the Project and shall be borne solely by Commission.
- 1.2.5 If Commission receives (or has received) additional funding for the Project from a source or sources other than the City, the use of which requires that Commission make an accounting to, or be subject to, an audit by such other source, then Commission shall charge Project expenditures to the appropriate funding source at the time incurred. Any cost incurred in connection with the Program, which is properly chargeable to, and actually claimed for compensation under, a funding source other than the City, shall not be allowed as a chargeable cost under this MOU.

- 1.2.6 Commission acknowledges and understands that the City must comply with HUD's requirement that funds allocated for the Project be expended in a timely manner and further understands that the City must timely and properly monitor and administer to all CDBG contracts.
- 1.2.6.1 Commission shall timely and properly submit a minimum of one request for reimbursement per month, unless the Commission otherwise seeks and obtains a written exception to this requirement from the City. Commission shall submit such request for reimbursement within thirty (30) calendar days after the end of the month. Each request for reimbursement must be accompanied with all supporting invoices and documentation sufficient for the City to determine eligibility for reimbursement. Any failure to do so may be deemed a waiver of the Commission's right to reimbursement for such services or work performed, salary payment, or other Project expenditures incurred. However, Section 1.1.2 shall supersede this provision because of the one-time disbursement of funds to the Commission.
- 1.2.6.2 Commission shall submit to the City any and all final requests for reimbursement for each Fiscal Year, including, but not limited to, any documentation substantiating this request within forty-five (45) calendar days of the expiration or termination of this MOU or the end of the Fiscal Year for which the Commission's expenditure was made, whichever is sooner. Commission completely waives any and all rights to submit any further documentation of expenditures and to receive any reimbursement for any submissions of documentation beyond this time period. Furthermore, any such remaining fund balances in the Project for which a request for reimbursement has not been properly and timely submitted to the City shall be automatically subject to reprogramming.
- 1.2.7 Upon the determination of the City and/or HUD that any reimbursement has been provided to the Commission for an ineligible expenditure or based on a fraudulent or other illegal submittal of a request for reimbursement by the Commission, Commission shall return such funds to the City within fourteen (14) calendar days upon written request to the Commission. In addition to the remedies set forth in the MOU, if Commission fails to timely return such funds, the City reserves the right to deduct such amounts from any future reimbursement owed to the Commission.
- 1.2.8 Upon the determination of the City and/or HUD that any reimbursement has been provided to the Commission based on an inadequate or improper submittal of a request for reimbursement by the Commission including, but not limited to, the provision of inadequate support documentation for expenditures or services provided and/or the failure to properly complete required forms, Commission

shall provide any and all documentation required by the City and/or HUD in order to fully remedy such concern(s). Commission shall provide such documentation within fourteen (14) calendar days of any written request to the Commission. In the event that the Commission is unable or unwilling to remedy such concern(s), Commission shall return such funds to the City within fourteen (14) calendar days of any written determination by the City and/or HUD that such submittal remains inadequate or improper. In addition to the remedies set forth in the MOU, if Commission fails to timely return such funds, the City reserves the right to deduct such amounts from any future reimbursement owed to the Commission.

ARTICLE II – REPORTS; DISCLOSURES; AUDITS

- 2.1 MONTHLY REPORTS.** Commission shall submit to the City a fiscal and programmatic report on a monthly basis that summarizes the Project expenditures and Project goals accomplished during the month, along with all invoices and documentation required by the City. Each report shall be submitted within thirty (30) calendar days of the end of each month. Commission shall submit timely, complete and accurate reports.
- 2.2 YEAR-END REPORTS.** Commission shall submit to the City a narrative report that summarizes the Project goals accomplished during the term of this MOU, as required by the format and instructions issued by the City. This report shall be submitted within forty-five (45) calendar days of the expiration or termination of this MOU or within forty-five (45) calendar days of the end of each Fiscal Year, whichever is sooner. Commission shall also submit to the City a financial summary report for each Fiscal Year that provides confirmation of project expenditures claimed to and reimbursed by the City for costs incurred during the term of this MOU and paid by Commission.
- 2.3 AUDITS.**
- 2.3.1 For each fiscal year in which Commission receives CDBG Funds, Commission shall have Financial Statement Audits prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards (GAAS). This audit shall include the following statements:
- a. an audited financial statement to include a Balance Sheet, Income Statement, and Cash Flow Statement showing use of revenues and expenditures of all funds received by Commission; and
 - b. a statement certifying compliance with all terms and conditions of the City's contract with Commission, and that all required reports and disclosures have been completed, signed, and submitted by an executive officer of

Commission; and

Commission shall provide the City a copy of the Financial Statement Audit within nine (9) months of the end of Commission's fiscal year. Extensions of up to thirty (30) calendar days to this deadline may be granted by the City, upon written request by Commission.

2.3.2 If the Commission is expending \$750,000 or more (or the current federal threshold) in total federal funding from all sources in a year shall, pursuant to the Single Audit Act of 1984 (P.L. 98-502), the Commission shall have an Annual Single Audit conducted in accordance with 2 C.F.R. 200 subpart F. Commission shall ensure that the Single Audit is completed within nine (9) months of the end of Commission's fiscal year. If the Commission is completing audits by calendar year (rather than fiscal year), the Commission shall ensure that the Single Audit is completed within nine (9) months of December 31st. Commission shall electronically submit to the Federal Audit Clearinghouse (FAC) a copy of the Single Audit that includes the required data collection and reporting package described in 2 C.F.R. 200.512 within thirty (30) calendar days of Commission's receipt of the audit or nine (9) months of the end of Commission's audit period.

2.3.2.1 Commission must submit a copy of any management letters issued by the auditor for the Single Audit to the City within nine (9) months of the end of Commission's fiscal year.

- 2.3.3 Commission shall ensure that the Financial Statement Audit and Annual Single Audit are completed by a Certified Public Accountant. Commission shall include a clause in any MOU Commission enters into with an audit firm to provide access by the City or federal government to the working papers of the independent auditor who prepares the audit(s) for Commission. By executing this MOU, Commission also waives any claim of privilege or confidentiality and consents to and authorizes any and all audit firms hired by Commission in connection with this MOU to release any and all information obtained and utilized by any such audit firm as the basis of any audit report issued by the audit firm involving the Commission. Individual projects funded by the City shall be clearly identified in the audits, as well as the dollar amounts allocated to such projects by the City.
- 2.3.4 If Commission is subject to an audit from a source other than the City, Commission shall provide a copy of the audit to the City within thirty (30) calendar days of completion of the audit. The City, at its sole discretion, may conduct an annual review of any such third-party audit(s). Commission shall fully cooperate with any such annual review by providing the City with any and all documentation associated with any such third-party audit(s) within fourteen (14) calendar days of request by the City unless otherwise specified by the City.
- 2.3.5 In the event that any type of audit or monitoring review reveals any pattern of suspicious or questionable request for reimbursement submittals to the City, the City in its sole reasonable discretion reserves the right to take action as provided under the MOU including, but not limited to, immediately suspending the MOU in whole or in part to further investigate such matters upon provision of written notice to the Commission.
- 2.3.6 In the event that an independent audit outlines any concerns about the Commission's accounting practices or internal controls which results in an opinion other than an unqualified opinion, the City reserves the right to immediately suspend or terminate this MOU as well as any and all other active contracts between the City and the Commission involving the use of CDBG Funds effective immediately upon written notice to the Commission. Furthermore, the City reserves the right not to execute future contracts with the Commission until such times as an independent auditor can attest to an unqualified opinion that demonstrates the Commission's accounting practices and internal controls fully comply with GAAP. If the Commission is unable to obtain an unqualified opinion by an independent auditor within ninety (90) calendar days of the issuance of the initial independent auditor's opinion, the City further reserves the right to reprogram any and all pending CDBG Funds allocated to the Commission.
- 2.3.7 Commission shall fully cooperate with the City and any other auditors related to any review or investigation of Commission's conduct or action(s) relating to this MOU. Such cooperation shall include, but is not limited to, the timely provision of responses and documentation requested in any such review or investigation.

Failure by the Commission to do so shall constitute a material breach of the MOU, which shall subject the Commission to immediate termination of the MOU.

- 2.3.8 Commission's failure to provide the required financial statements, audits and other information, notwithstanding expiration or other termination of this MOU, shall render Commission ineligible for future CDBG Funds.

ARTICLE III – PROJECT RECORDS

- 3.1 GENERAL.** Commission shall maintain, and require its subcontractors to maintain, all Project Records during the term of this MOU, including those required by the Federal regulations specified in 24 C.F.R. 570.506 and 24 C.F.R. 576.500, and those required by the FY 2021 Operating Manual that are pertinent to the activities to be funded under this MOU.
- 3.2 ACCOUNTING RECORDS.** Commission shall maintain, and require its subcontractors to maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Commission 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.
- 3.3 INSPECTION AND PHOTOCOPYING.** At any time during normal business hours and as often as requested, Commission shall permit, and require its subcontractors to permit, the City, HUD, the Comptroller General of the United States (Comptroller General), or any of their duly authorized representatives, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Commission), all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and/or evaluating Commission's performance of its obligations and/or duties under this MOU. The City, HUD, and Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the City, HUD, or Comptroller General in its sole discretion. The City will keep all copies of Project Records in the strictest confidence required by law. If Commission is unable to make any Project Records available for inspection within the County of San Diego, then Commission shall pay all of the City's travel-related costs to inspect and/or audit the Project Records at the location where the Project Records are maintained. Any refusal by Commission to fully comply with the provisions of this section shall be deemed a material breach of this MOU and shall be grounds for immediate termination.
- 3.4 DUPLICATES OF RECORDS.** Upon any request by the City, HUD, Comptroller General, or any of their duly authorized representatives, for any Project Records, Commission shall submit, and require its subcontractors to submit, exact duplicates of the originals of the requested Project Records to the requesting party for the purposes

described herein.

- 3.5 OWNERSHIP OF RECORDS.** Once Commission has received any reimbursement from the City for Commission’s performance of its obligations and/or duties under this MOU, all Project Records shall be the property of the City. The City’s ownership of the Project Records includes the use, reproduction, and/or reuse of the Project Records, as well as all incidental rights, whether or not the work for which the Project Records were prepared has been performed. No Project Records shall be shown to any other public or private person or entity, except as authorized by the City in writing, or unless such Project Records are subject to the California Public Records Act.
- 3.6 STORAGE PERIOD.** Except where longer retention periods are required pursuant to 24 C.F.R. 576.500(y), Commission shall store, and require its subcontractors to store, all Project Records for a period of not less than three (3) years after Commission’s final submission of all required reports under this MOU, or three (3) years after the City and Commission 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 Commission’s (or relevant Subcontractor’s) regular place of business. At any time during the storage period, Commission shall permit, and require its subcontractors to permit, the City, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all Project Records for the purposes described above. After the storage period has expired, Commission shall provide the City with thirty (30) calendar days written notice of its intent to dispose of any Project Records. During this time period, the Commission shall provide any and all Project Records to the City upon the request of the City.

ARTICLE IV – MISCELLANEOUS PROVISIONS

- 4.1 RECOGNITION OF FUNDING SOURCE.** Commission shall ensure, and require its subcontractors to ensure recognition of the role of the federal CDBG Program in funding Commission’s services under this MOU. All activities performed, facilities and items utilized, and publications prepared, using CDBG funding in connection with this MOU shall be prominently labeled to reference the use of 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 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.”
- 4.2 OPERATING MANUAL.** Commission acknowledges receipt of, and shall comply with, and require its subcontractors to comply with the FY 2022 Operating Manual, 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 Commission to the procedures set forth in the FY 2021 Operating Manual must be requested by Commission, in writing, and approved by the City, in writing, before such changes may be implemented.

- 4.3 PLAYING BY THE RULES HANDBOOK.** By executing this MOU, Commission acknowledges, and shall require its subcontractors receiving CDBG funding to acknowledge, that it has received, read, and understood the contents of the Playing by the Rules Handbook and shall fully comply with all of the administrative recommendations set forth therein.

ARTICLE V – COMPLIANCE WITH OTHER FEDERAL LAWS, REGULATIONS, AND REQUIREMENTS

- 5.1 UNIFORM ADMINISTRATIVE REQUIREMENTS.** Commission shall comply, and require its subcontractors to comply, with all applicable uniform administrative requirements set forth in 24 C.F.R. 570.502 and 576.407, including, but not limited to, federal CDBG financial and contractual procedures as applicable, as well as 2 C.F.R. 200 subparts B through D. These federal documents are on file at the City’s Economic Development Department, located at 1200 Third Avenue, Suite 1400, San Diego, CA 92101.
- 5.2 OTHER PROGRAM REQUIREMENTS.** Commission shall comply, and require its subcontractors to comply, with all federal laws and regulations described in 24 C.F.R. 570 subpart K (sections 570.600 through 570.614) and 24 C.F.R. 576 subpart E (sections 576.400 though 576.408), except that:
- (a) Commission does not assume the City’s environmental responsibilities described in 24 C.F.R. 570.604 or 576.407; and
 - (b) Commission does not assume the City’s responsibility for initiating the review process described in 24 C.F.R. part 52.
- 5.3 DAVIS-BACON ACT.** Commission agrees that in performing its obligations and duties under this MOU, Commission or its contractors or subcontractors shall solely perform those services described as set forth in this EPP MOU 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 C.F.R. part 60-1.3.
- 5.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Commission shall comply, and require its subcontractors to comply, with 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act (as supplemented by Department of Labor regulations (29 C.F.R. part 5) – for construction contracts in excess of \$2000, and

other contracts that involve the employment of mechanics or laborers in excess of \$2500.

- 5.5 ENERGY POLICY AND CONSERVATION ACT.** Commission shall comply, and require its subcontractors to 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).
- 5.6 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** Commission shall comply, and require its subcontractors to comply, with all applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) – for contracts in excess of \$150,000.
- 5.7 COPELAND “ANTI-KICKBACK” ACT.** Commission shall comply, and require its subcontractors to comply, with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3) – for contracts involving construction or repair.
- 5.8 RELIGIOUS ACTIVITIES.** Commission shall comply, and require its subcontractors to comply, with all applicable HUD requirements governing the use of CDBG Funds by religious organizations, including those set forth in 24 C.F.R. 570.200(j), as well as Executive Order 11245 (as amended by Executive Order 13279).
- 5.9 LOBBYING AND POLITICAL ACTIVITIES.** Commission shall not use any of the CDBG Funds provided to it under this MOU (including any program income) to pay any Person for influencing or attempting to influence any decision or election by any electorate, legislative body, government agency, grantee, bureau, board, commission, district, or any other instrument of Federal, state, city or other local government. The phrase “influencing or attempting to influence” means making, with the intent to influence, any communication to, or appearance before, a board, body, officer, or employee of a governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election. Commission shall comply with 31 USC 1352 and 24 C.F.R. Part 87. Commission shall sign and deliver to City the certification set forth in 24 C.F.R. Part 87, Appendix A, prior to entering into this MOU, which certification shall be a condition precedent to this MOU. Commission shall also require this same certification to be included in all Subcontracts paid for with money advanced to Commission pursuant to the MOU. Additionally, Commission shall disclose to City any funds from any other source paid by Commission (or their respective principals or agents) to any person, within the last year, for influencing or attempting to influence decisions of the federal government, by completing, signing, and submitting to City, Standard Form LLL, “Disclosure of Lobbying Activities,” found at 24 C.F.R. Part 87, Appendix B. Commission 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 during

the Term in which any activity requiring disclosure occurs or more often, if required by applicable Law.

- 5.10 NO DISCRIMINATION.** Commission shall comply with Title VI of the Civil Rights Act Page 40 of 68 of 1964 and the implementing regulations in 24 C.F.R. Part 1, Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations in 24 C.F.R. Part 107, the California Fair Employment Practices Act, and any other applicable Federal or State law or regulation prohibiting discrimination on any basis enacted before or after the Effective Date. Commission shall not discriminate on the basis of race, color, gender, religion, national origin, sexual orientation, age, familial status, or disability, in performing this MOU, including in employment opportunities, the provision of labor, services, privileges, facilities, advantages, or accommodations.
- 5.11 SECTION 3 CLAUSE.** The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.
- 5.12 REVERSION OF ASSETS.** Upon the expiration or termination of this MOU, Commission shall transfer, and shall require its subcontractors to transfer, to the City any CDBG funds on hand at the time of expiration and any accounts receivables attributable to the use of CDBG funds. Commission shall comply with the requirements of 24 C.F.R. 570.503(b)(7) with regard to the use or disposition of any real property that was either acquired or improved with CDBG funds in excess of \$25,000.
- 5.13 FAIR HOUSING ACT.** Commission shall comply, and require its subcontractors to comply, with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. In addition, Commission 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.

5.11.1 Commission shall post in a prominent place at the program site(s) the Equal Housing Opportunity Logo provided by the City.

5.11.2 Commission shall post in a prominent place at the program site(s) any other Fair Housing materials provided by the City upon contract execution and/or throughout the term of this MOU.

5.14 SECTION 504. Commission shall comply, and require its subcontractors to 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 City shall provide the Commission with any guidelines necessary for compliance with that portion of the regulations applicable during the term of this MOU.

5.15 LIMITED ENGLISH PROFICIENCY. Commission shall comply with Executive Order 12166 enacted on August 11, 2000, which mandates that any recipient of HUD assistance funds reduce barriers to access for limited English proficiency (LEP) persons. Commission shall comply with and make good faith and reasonable efforts to carry out the purposes of Executive Order 12166 relating to “Improving Access to Services by Persons with Limited English Proficiency”. Commission acknowledges that failure to ensure LEP access to HUD benefits may violate Title VI civil rights protections based upon national origin.

5.16 LEAD-BASED PAINT. Commission shall comply, and require its subcontractors to comply, with 24 C.F.R. 570.608 regarding the requirement to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part.

5.17 RESOURCE CONSERVATION AND RECOVERY ACT. Commission shall comply, and require its subcontractors to 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 Commission (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.

5.18 PROHIBITION ON USE OF CERTAIN SUBCONTRACTORS. Commission shall not employ, award any contract to, engage the services of, or fund any subcontractor, during any period of federal, state, or local debarment, suspension, or ineligibility of Subcontractor, when Commission has notice (actual, constructive, or implied) of such debarment, suspension, or ineligibility. A contract award must not be made to parties listed on the governmentwide Excluded Parties List System in the System Award Management (SAM), in accordance with 2 C.F.R. part 180.

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EXHIBIT B: City Contract Provisions

1. **COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP).** Commission shall comply with City's EOCP Requirements. Commission shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Commission shall provide equal opportunity in all employment practices. Commission shall ensure that its subcontractors comply with this program. Nothing in this EXHIBIT B, Section 1, shall be interpreted to hold Commission liable for any discriminatory practice of its subcontractors.

2. **NON-DISCRIMINATION IN CONTRACTING.** Commission shall comply with City's Nondiscrimination in Contracting Ordinance, codified in SDMC sections 22.3501 – 22.3517. Commission shall not discriminate on the basis of race, color, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Commission shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Commission agrees and understands that violation of this EXHIBIT B, Section 2, shall be considered a material breach of this MOU and may result in termination of this MOU, debarment or other sanctions.
 - 2.1 Within sixty (60) calendar days after Notice from City requesting such information, Commission shall provide City a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Commission has used in the past five years on any of its contracts that were undertaken within the County, including the total dollar amount paid by Commission for each subcontract or supply contract. Commission shall fully cooperate in any investigation conducted by City, pursuant to City's Nondiscrimination in Contracting Ordinance, referenced above in this EXHIBIT B, Section 2.

3. **LOCAL BUSINESS AND EMPLOYMENT.** Commission acknowledges that City seeks to promote employment and business opportunities for local residents and firms on all City contracts. Commission shall, to the extent reasonably possible and allowed by Law, solicit applications for employment and bids and proposals for subcontracts for work associated with this MOU, from local residents and firms, as opportunities occur. Commission shall hire qualified local residents and firms, whenever feasible and allowed by Law.

4. **LIVING WAGES.** If applicable, this MOU is subject to City's Living Wage Ordinance ("LWO"), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits, unless an exemption applies. SDMC section 22.4225 requires Commission to fill out and file a living wage certification with the City Manager within thirty (30) days after the Effective Date. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect increases in the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage

rates to covered employees on July 1 of each year. In addition, Commission agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

- 4.1 Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this MOU may be exempt from the LWO. For a determination on this exemption, Commission must complete the Living Wage Ordinance Application for Exemption.
- 4.2 Proof of Compliance. Commission shall submit written proof of compliance with or exemption from the LWO on or before the first day of each Fiscal Year during the Term. No funds will be provided by City to Commission under this MOU unless and until written proof of Commission's compliance with or exemption from the LWO is received and approved by the City Representative.
5. **AMERICANS WITH DISABILITIES ACT.** Commission 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.
6. **DRUG – FREE WORKPLACE.** Commission shall comply with City's Drug-Free Workplace requirements, set forth in City Council Policy 100-17, as adopted by City Council Resolution R 277952. Commission shall certify that it will provide a drug free workplace, by electronically submitting to City a "Certification for a Drug-Free Workplace" form approved by an authorized representative of Commission. Submittal of this certification by Commission shall be a condition precedent to this MOU. Commission shall post in a prominent place at its offices a statement setting forth their drug-free workplace policy, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that shall be taken against employees for violating the policy. Commission shall establish a drug free awareness program to inform employees about each of the following: (a) the dangers of drug abuse in the workplace; (b) the policy of maintaining a drug free workplace; (c) the availability of drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations.
7. **EMPLOYMENT OF CITY STAFF.** Pursuant to City Council Policy 300-11, if Commission employs an individual, who, within twelve (12) months immediately preceding such employment, did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to City Council in connection with the entry into this MOU, City, in its sole and absolute discretion, shall have the right to unilaterally and immediately terminate this MOU by Notice to Commission.
8. **ENDORSEMENT.** Commission shall comply with the provisions of City Administrative Regulation 95.65 regarding product endorsements or creating any advertisement or writing

that identifies or refers to City as the user of a product or service, without obtaining the prior written approval of City, which approval may be given or withheld in City's sole and absolute discretion.

9. **EQUAL BENEFITS ORDINANCE.** In accordance with City's Equal Benefits Ordinance, codified in SDMC sections 22.4301-22.4308 ("EBO"), Commission shall provide and maintain equal benefits, as defined in SDMC section 22.4302 during the Term. Failure of Commission to maintain equal benefits consistent with the EBO is an Event of Default by Commission (SDMC 22.4304(e)). Commission shall notify its employees of the 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 its employees:

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

- 9.1 Commission shall immediately give City access to documents and records sufficient for City to verify that Commission is providing equal benefits and otherwise complying with the EBO requirements. The full text of the EBO and the "Rules Implementing the Equal Benefits Ordinance" are posted on City's website at www.sandiego.gov/purchasing/ or can be requested from City's Equal Benefits Program Office at (619) 533-3948.

10. **CONFLICT OF INTEREST.** Commission and its subcontractors shall comply with all Federal, State, and City conflict of interest laws, regulations, and policies applicable to this MOU, including the applicable provisions of each of the following: (a) the conflict of interest provisions of 24 C.F.R. § 570.611 or 2 C.F.R. § 200.318; (b) California Government Code sections 1090 - 1099 or sections 81000 - 91014; and (c) California Corporations Code sections 7230 - 7238 (applicable to nonprofit mutual benefit corporations) or sections 5230 - 5240 (applicable to nonprofit public benefit corporations).

- 10.1 **Public Officer or Employee Economic Interests.** The Parties are unaware of any financial or economic interest of any public officer or employee of City relating to this MOU. If Commission becomes aware during the Term of any financial or economic interest of any public officer or employee of City relating to this MOU, Commission shall immediately Notify City. If such a financial or economic interest is determined by City to exist, City shall have the right to immediately terminate this MOU by giving Notice of termination to Commission.

- 10.2 **Statements of Economic Interests.** In performing its obligations under in this MOU, if an employee or representative of Commission makes or participates in a "governmental 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 City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, that Person shall be subject to City's conflict of interest code, requiring the filing of one or more statements of

economic interests disclosing such person's relevant financial interests. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 ("Form 700") and filed with the City Clerk. Each Person required to file a Form 700 shall do so within thirty (30) calendar days after City's determination that such Person is subject to City's conflict of interest code ("Assuming Office Statement"). All required Persons shall also file a Form 700 on or before each April 1 ("Annual Statement") disclosing any and all financial interests held during the previous calendar year for which the Person was subject to City's conflict of interest code.

- 10.3 Conflict of Interest Restrictions. If City requires any employee or representative of Commission to file a Form 700, that Person shall be considered a "City Official," subject to the provisions of City's Ethics Ordinance (SDMC sections 27.3501-27.3595), including the prohibition against lobbying City for one (1) year following the expiration or termination of this MOU. Commission shall establish, and make known to its employees and representatives, appropriate safeguards to prohibit them 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, or other relationships. Commission's personnel employed in performing Commission's obligations under this MOU, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. Commission shall not recommend or specify any product, supplier, or contractor with whom Commission or any of its employees or representatives has or have a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies. If Commission or any of its employees or representatives violate any conflict of interest law, regulation or policy or any of the provisions of this EXHIBIT B, Section 10, Commission shall be liable to City for Legal Costs and all damages sustained by City as a result of the violation.
- 10.4 Conflict of Interest Violations. If Commission or any of its employees or representatives violate any conflict of interest law, regulation or policy or any of the provisions of this EXHIBIT B, Section 10, Commission shall be liable to City for Legal Costs and all damages sustained by City as a result of the violation. City shall have no obligation to pay or reimburse Commission for Activity or services provided under or related to this MOU if such Activity or services relate to any contract awarded or financial obligation entered into in violation of any conflict of interest law, regulation or policy or any of the provisions of this EXHIBIT B, Section 10.
11. **OPERATING MANUAL.** Commission acknowledges receipt of and shall comply with the Operating Manual, including those provisions related to fiscal accountability, eligible and ineligible expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, bonding requirements, and other administrative functions. Any desired changes to the procedures set forth in the Operating Manual must be requested by Commission in writing and approved by City in writing, in City's sole

and absolute discretion, before such changes may be implemented.

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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 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION FOR OVERSIGHT AND ADMINISTRATION OF THE CITY OF SAN DIEGO'S COVID-19 EVICTION PREVENTION PROGRAM, APPROVING AN OPERATING AGREEMENT WITH LEGAL AID SOCIETY OF SAN DIEGO, AND APPROVING RELATED ACTIONS.

WHEREAS, in response to COVID-19, the State of California approved Assembly Bill 3088, Senate Bill 91, and Assembly Bill 832 (AB 832) to provide certain eviction protections to residential tenants; and

WHEREAS, in accordance with AB 832, certain eviction protections expired on September 30, 2021, and certain eviction protections continue until March 31, 2022; and

WHEREAS, the City of San Diego (City) desires to establish the COVID-19 Eviction Prevention Program (Program), a local program for low-income renters facing eviction to provide education and awareness of their rights and protections, and provide limited emergency legal assistance to eligible renters; and

WHEREAS, on October 5, 2021, the Council of the City of San Diego (Council) and the Housing Authority of the City of San Diego (Housing Authority) approved resolutions R-313732 and HA-1923, respectively, to reallocate \$5,000,000 in federal Coronavirus Aid, Relief, and Economic Security (CARES) Act Community Development Block Grant (CDBG-CV) previously allocated to the San Diego Housing Commission (Housing Commission) for the Housing Stability Assistance Program to the Program; and

WHEREAS, households must meet the following requirements to be eligible for the Program's emergency legal assistance: tenant has a City address; the household income is at or below 80 percent of area median income (AMI); the household has an obligation to pay rent; and at least one member of the household has a reduction of income or other financial hardship attributable to COVID-19; and

WHEREAS, the City and the San Diego Housing Commission (Housing Commission) desire to enter into a Memorandum of Understanding (MOU) for the Housing Commission to administer the Program and abide by federal requirements, a copy of which is included in the backup materials accompanying this Resolution; and

WHEREAS, the Housing Commission issued a request for qualifications (RFQ) on September 20, 2021, to legal service providers, knowledgeable and experienced in providing eviction prevention services, to administer the Program; and

WHEREAS, at the closing of the RFQ, one response was received from Legal Aid Society of San Diego and its response was determined to be responsible, responsive, and capable of performing the services; NOW, THEREFORE,

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

1. The Housing Commission President & Chief Executive Officer (President & CEO), or designee, is authorized and directed to sign the MOU to provide education and awareness of their rights and protections, and provide limited emergency legal assistance to eligible renters, and allow additional related funds added to the Program without further amendment to the MOU upon appropriation by the City of San Diego and budget approval by the Housing Authority of the City of San Diego (Housing Authority) for amounts in excess of \$500,000.

2. The agreement between the Housing Commission and Legal Aid Society of San Diego for an initial seven-month term in an amount not to exceed \$1,842,105 for the period of December 1, 2021, through June 30, 2022, with a one-year option for renewal in an amount not to exceed \$3,157,895 for the period of July 1, 2022, through June 30, 2023, for a total contract amount not to exceed \$5,000,000 for 19 months for the operation of the Program is approved.

3. The President & CEO, or designee, is authorized to modify the Program, if necessary, without further action by the Board of Commission of the Housing Commission (Housing Commission Board) or the Housing Authority, but only if and to the extent that such changes comply with the terms of the MOU, are necessary to fulfill funding requirements, and comply with the U.S. Department of Housing and Urban Development requirements.

4. The President & CEO, or designee, is authorized to substitute approved funding sources with any other available funds as deemed appropriate, contingent upon budget availability, without further action by the Housing Commission Board or the Housing Authority, but only if and to the extent funds are determined to be available for such purposes and upon the advice of Housing Commission General Counsel.

5. The President & CEO, or designee, is authorized to execute any documents and instruments that are necessary and appropriate to implement this Resolution, in a form approved by Housing Commission General Counsel, and to take such actions necessary and appropriate to implement these approvals without further action of the Housing Commission Board or the Housing Authority.

6. The Housing Commission staff will notify the Housing Authority and the San Diego City Attorney's Office about any subsequent amendments or modifications to the Program and other required documents, including amendments to any documents.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Hilda R. Mendoza
Deputy General Counsel

HRM:jep
10/26/2021
Or.Dept: SDHC
Doc. No.: 2798642



The City of San Diego
Item Approvals

Item Subject: Approval of a Memorandum of Understanding between the San Diego Housing Commission (Housing Commission) and the City of San Diego for the Administration and Oversight of the City of San Diego Eviction Prevention Program (Program) and Approval of a Contract between the Housing Commission and Legal Aid Society of San Diego to Operate the Program.

Contributing Department	Approval Date
DOCKET OFFICE	10/28/2021
ENVIRONMENTAL ANALYSIS	10/28/2021
SUSTAINABILITY AND MOBILITY	11/02/2021
FINANCE	11/17/2021

Approving Authority	Approver	Approval Date
HOUSING COMMISSION FINAL DEPARTMENT APPROVER	MARSHALL, SCOTT	10/28/2021
EXECUTIVE VICE PRESIDENT	DAVIS, JEFF	11/18/2021
CITY ATTORNEY	MENDOZA, HILDA	11/18/2021