

**EXERCISE OF SECOND OPTION AND THIRD AMENDMENT TO
AGREEMENT FOR OPERATION OF
CITY OF SAN DIEGO DAY CENTER FOR HOMELESS ADULTS

WITH

ST. VINCENT DE PAUL VILLAGE, INC.

AGREEMENT NO. HIT-15-14B.2**

WHEREAS, the San Diego Housing Commission ("Commission") and St. Vincent De Paul Village, Inc. ("Subrecipient") entered into that certain Agreement for operation of the City of San Diego drop-in day center for homeless adults ("Agreement"), dated August 12, 2015, effective June 29, 2015 through June 30, 2016.

WHEREAS, on September 22, 2015, the Commission and Subrecipient amended the Agreement to modify the project budget due to necessary adjustments not previously available when St. Vincent De Paul Village assumed operations of the City of San Diego Day Center (First Amendment).

WHEREAS, on October 26, 2016, the Commission and Subrecipient exercised the Second of Three one-year options contained in Section 103 of the Agreement in order to provide a continuation of services under the Agreement's scope of services. The parties also amended the Agreement to modify the Specifications/Scope of Work and to change the Compensation Schedule in order to provide a continuation of services under the Agreement.

WHEREAS, the Commission and Subrecipient now elect to exercise the Second of Three one-year options contained in Section 103 of the Agreement in order to provide a continuation of services under the Agreement's scope of services.

WHEREAS, the parties also wish to amend the Agreement to change the term "Contractor" to "Subrecipient," modify the Specifications/Scope of Work, and to change the Compensation Schedule in order to provide a continuation of services under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Subrecipient Term. The Agreement is hereby amended to replace the term "Contractor" with the term "Subrecipient." The term Subrecipient shall mean St. Vincent De Paul Village, Inc.
2. Term of Second Option. The Commission exercises the Second of Three one-year options contained in Section 103 of the Agreement. The term of the one-year option period shall commence effective July 1, 2017 and continue through June 30, 2018.

3. Compensation during Second Option Period. The total compensation for all services performed and/or materials and goods supplied pursuant to the Agreement during the Second Option period shall not exceed FIVE HUNDRED THOUSAND AND NO/100 dollars (\$500,000.00). All services performed and/or materials and goods supplied pursuant to the Agreement shall be on the same terms and conditions as set forth in the Agreement.

4. Contract Attachment No. 2 "Specifications/Scope of Work." Contract Attachment No. 2 "Specifications/Scope of Services" is hereby amended and restated in its entirety, and is attached as Exhibit 1 to this Exercise of Second Option and Third Amendment.

5. Contract Attachment No. 3 "Compensation Schedule." Contract Attachment No. 3 "Compensation Schedule" is hereby amended and restated in its entirety, and is attached as Exhibit 2 to this Exercise of Second Option and Third Amendment.

6. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to amend the Agreement and to exercise the Second option under the Agreement, all of the terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.

7. Counterparts. This Exercise of Second Option and Third Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this SECOND OPTION AND THIRD AMENDMENT to be executed this 26th day of June, 2017.

SUBRECIPIENT:

ST. VINCENT DE PAUL VILLAGE, INC.

By: Julie DeDe

Date: 6/20/17

Name: Julie DeDe

Title: Director of Community Relations

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: Jeff Davis
Executive Vice President and Chief of Staff

Date: 6-26-17

By: Suket Dayal
Senior Vice President, Business Administration

Date: 6/26/17

Approved as to Form:
Christensen & Spath LLP

By: Charles Christensen
General Counsel for San Diego Housing Commission

Date: 6/21/17

IN WITNESS WHEREOF, the parties have caused this SECOND OPTION AND THIRD AMENDMENT to be executed this _____ day of _____, 2017.

SUBRECIPIENT:

ST. VINCENT DE PAUL VILLAGE, INC.

By: Julie DeDe

Date: 6/20/17

Name: Julie DeDe

Title: Director of Community Relations

COMMISSION:

SAN DIEGO HOUSING COMMISSION

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

Date: _____

By: _____
Suket Dayal
Senior Vice President, Business Administration

Date: _____

Approved as to Form:
Christensen & Spath LLP

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

Date: _____

EXHIBIT 1

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS / SCOPE OF WORK

OVERVIEW

Subrecipient will operate a Day Center for Homeless Adults (the "Program") in the City of San Diego. Participants will be welcomed and supported to this low-barrier Program through diverse on-site services. The Program will utilize Trauma-Informed Care and Motivational Interviewing. A Harm Reduction model which does not require sobriety and addresses heavy drinking and/or drug use and its consequences will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment. Additionally, the Program will participate in the Coordinated Entry System (CES), which will help ensure Program participants move into appropriate housing of their choice and to meet their needs as quickly as possible.

PROGRAM SITE LOCATION

The Program will operate at the Neil Good Day Center (Center), a City-owned facility located in the East Village neighborhood of Downtown San Diego at 299 17th Street, Monday through Friday from 6:00 a.m. to 4:30 p.m., and Saturday and Sunday from 6:00 a.m. to 2:30 p.m. (Closed Christmas Day).

Subrecipient will staff the Center and assist homeless and at-risk of homeless adults during the stated hours of operation for the term from July 1, 2017 to June 30, 2018 (the "Term of the Program").

ADMINISTRATIVE OFFICE LOCATION

Subrecipient shall maintain an administrative office at 3350 E Street, San Diego, CA 92102. The days and hours of operation are Monday to Friday 8:00 AM to 5:00 PM.

PROGRAM OBJECTIVE

The objective of the Program is to serve as a centralized access point for individuals experiencing homelessness or at-risk of homelessness in the City of San Diego while also providing an array of resources and services aimed at helping Program participants engage, stabilize and obtain appropriate housing.

PROGRAM REQUIREMENTS

The Program will provide a variety of critical services, including a safe and comfortable drop-in center for homeless and at-risk of homelessness adults with access to bathroom facilities and shelter from the elements during the day. Services will be geared, first and foremost, to meet basic needs of Program participants and also help maintain physical and emotional health. Operations and service strategies include effective, coordinated approaches for addressing issues resulting from areas such as substance use and mental health crises, with a focus on fostering housing stability.

Subrecipient will provide:

- 1) Program Components
 - a. Intakes, Screening, and Assessment (daily);
 - b. Participation in the Coordinated Entry System (CES) (daily, as described herein);
 - c. Case management/housing navigation (NOTE: To be offered in collaboration with the City of San Diego Interim Housing Program; Monday-Friday);
 - d. Computer lab (Monday-Friday);
 - e. Information and referral services (daily);
 - f. Health, wellness, and recovery activities (daily); and
 - g. Outreach and engagement (daily).
- 2) Basic Services
 - a. Showers (NOTE: Showers will be provided, as permitted under CUP 2007-27, at the Joan Kroc Center located at 1501 Imperial Avenue on the Subrecipient campus; daily);
 - b. Restrooms (daily);
 - c. Laundry (Monday-Friday);
 - d. Mail (daily);
 - e. Storage (daily);
 - f. Telephone access and messages (daily); and
 - g. Safe drinking water (daily).
- 3) Other General Standards
 - a. Appropriate documentation from Program participants for access to programs;
 - b. Verification of self-certification of Program participants as homeless or at-risk of homelessness at least annually;
 - c. Suitable property management of the Center including minor maintenance, minor repair, utilities, security, and other minor occupancy related items; and
 - d. Consistent communication to the East Village residents and surrounding neighborhoods through community meetings and other effective forms of outreach.

Coordinated Entry System (CES)

Subrecipient will participate in CES as established by the Regional Task Force on the Homeless (RTFH) and focus on:

- Homeless eligibility using HUD's homeless definition and third party verification preference.
- CES standardized vulnerability assessment tool in screening, referral and admissions processes for all Program residents, when appropriate.
- Participation in Housing Navigation, Case Conferencing or other integral components of CES.

Additional resources and information pertaining to performance and Homeless Management Information System (HMIS) are available at www.hudexchange.info.

Housing First

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

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

Source: United States Interagency Council on Homelessness,
<https://www.usich.gov/tools-for-action/housing-first-checklist>

2-1-1 San Diego Participation

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

PERFORMANCE CRITERIA & TARGETS

All Program progress will be documented to the San Diego Housing Commission (the "Commission") through monthly and term-end reports including Monthly Programmatic Reports (MPR), Monthly Activity Reports with corresponding narrative (MAR), and Annual Progress Reports (APR). With the exception of the APR, all data elements listed in Exhibit 1 will be completed in a report format determined by the Commission and/or by the City. Subrecipient agrees to enter all data into HMIS for data collection and analytics.

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

- | | | |
|---------------------|---|--|
| Objective Category: | ☒ Suitable Living Environment | |
| | ☐ Decent Housing | |
| | ☐ Economic Opportunity | |
| Outcome Category: | ☒ Availability/Accessibility | |
| | ☐ Affordability | |
| | ☐ Sustainability | |
| Outcome Indicator: | ☒ People | ☐ Public Facilities |
| | ☐ Households | ☐ Housing Units |
| | ☐ Businesses | ☐ Jobs |
| | ☐ Organizations | ☐ Other |

For Fiscal Year 2018, Subrecipient will ensure the following primary Program outputs and outcomes. Additional outputs and outcomes are included in the Supportive Services Only Rating and Ranking Tool, attached hereto as Exhibit A to this Contract Attachment No. 2:

- 1) 100 percent (100%) of Program participants will be homeless or at-risk of homelessness;

- 2) A minimum of 2,200 showers;
- 3) A minimum of 150 laundry cycles;
- 4) Computer access will be provided a minimum of 150 times;
- 5) Mail services will be provided a minimum of 1,800 times;
- 6) Resource Room utilization: Free, staff-monitored telephone calls and messaging services will be provided as needed. The number of clients accessing the Resource Room will be tracked and reported;
- 7) Secure personal storage will be provided to a minimum of 50 clients per month; and
- 8) Onsite partnerships tracking:
 - o Number of monthly appointments occurring with onsite partners and categories of services (i.e., medical, mental health, animal services, food services, etc.). *This can be summarized in the MAR narrative but collateral tracking should be available for auditing.*

The following are the performance outcomes:

- 100 percent (100%) of Program participants will have one or more of their presenting basic needs met;
- 100 percent (100%) of Program participants who have not already completed one will be offered the Common Assessment Tool; and
- 80 percent (80%) of Program residents engaged in case management will show improvement in self-sufficiency. (Subrecipient will provide Commission with methodology of how self-sufficiency is tracked and measured by July 1, 2017)

Compliance and Performance Monitoring and Improvement Activities

- The Commission will monitor compliance and performance related to all aspects of this agreement. Monitoring will occur through a variety of processes including desk and site review.
- The Commission will provide monitoring reports to Subrecipient.
- Subrecipient must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- Subrecipient must provide the Commission complete policies and procedures related to this agreement. Subrecipient must provide substantive updated policies and procedures to the Commission within 60 calendar days of update/revision.

PROGRAM RECORDS

Subrecipient shall maintain all records required by the regulations that are pertinent to the activities to be funded under this Agreement. Subrecipient shall make available to Commission, City of San Diego, the U.S. Government, or their authorized agents all Program-related records, documents, and any other financial data or records for review. Such records shall include, but not be limited to all Low/Moderate Income Limited Clientele Activities (LMC).

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

Homeless Management Information System (HMIS) Participation

Subrecipient shall enter and maintain data in the approved HMIS as directed by the RTFH. Subrecipient shall adhere to all RTFH performance standards and requirements. Subrecipient will comply with the HMIS Policies and Procedure in effect during the period of this agreement/contract including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.

At minimum, Subrecipient must collect all Universal and Program Specific Data Elements listed in the HMIS Policies and Procedures; or as updated by HUD. Subrecipient must also obtain and report to the Commission all required programmatic information and data on a monthly basis.

SUBSEQUENT FUNDING

All time limits stated in the Agreement documents are of the essence of the Agreement. Options to renew are contingent upon future funding availability and Program performance. Execution of option years may be determined by Program performance in the preceding year. If Subrecipient does not achieve the stated outcomes, Agreements may not be renewed and

those funds may be reprogrammed.

Please see **Exhibit A to Contract Attachment No. 2 of the Agreement** for an overview of the outcomes to be measured on a monthly and annual basis as part of the Supportive Services Only Rating and Ranking Performance Model.

REVERSION

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

MEDIA/ COMMUNICATIONS

Subrecipient shall coordinate with and seek the prior written consent and permission of the Commission Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the program or of the program experience of clients funded through this Agreement. The Commission's permission shall 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 shall be deemed to have been given.

When referring to the program in published materials created for informational purposes, Subrecipient agrees to use the following language or other approved language supplied by the Commission:

"The City of San Diego's Day Center Program for homeless adults is a program of the City of San Diego, administered by the San Diego Housing Commission and operated by Father Joe's Villages."

Subrecipient further agrees that, recognizing the urgency with which media frequently makes requests for information, Subrecipient shall exhibit a good faith effort to immediately consult with SDHC prior to responding to such inquiries.

CLOSE-OUTS

Subrecipient will be responsible for completing and submitting a close-out packet to include total numbers of clients served, program accomplishments, a full year-end narrative, service delivery summaries, client demographics, fiscal audit reports and financial summaries of grant awards. Subrecipient's obligation to the Commission shall not end until all close-out requirements are completed. Activities during close-out shall include, but are not limited to:

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

MANDATORY ATTENDANCE AT QUARTERLY MEETINGS

Throughout the year the Commission will host quarterly roundtable meetings where all Supportive Service Only providers can share challenges, ask for Commission clarification and share best practices. This also includes, but is not limited to attending the City-Funded Provider Fiscal Year 2018 Workshop.

Exhibit A to Contract Attachment No. 2

RATING AND RANKING TOOL

PERFORMANCE STANDARD	MEASUREABLE	STANDARD	EVALUATION
Efficient Number of Households Served	Households served	Set on baseline year	Threshold
Participation in Coordinated Assessment and Housing Placement System	Clients successfully referred to CAHP for housing	100%	Threshold
	Client data and service utilization entered into HMIS in a timely manner	100%	Threshold
Efficient and Effective Use of Services	Utilization Rate	95% or more	Threshold
Fiscal Efficiencies	Efficient and effective use of a pool of community resources	Cost per household <110%	Threshold
		Cost per successful outcome <110%	Threshold
		100% spend-out of grant funds	Threshold

	MEASUREABLE	DEFINITION	EVALUATION METHODOLOGY
Efficient Number of Households Served	Households served	The number of distinct households served by the program (including new and carryover) during the report period	Distinct households served are identified by their last service record for the program entered into HMIS as of the end of the report period
Participation in Coordinated Assessment and Housing Placement System	Clients successfully referred to CAHP for housing	100%	Confirmation that each client referred has received VI-SPDAT assessment (or other community determined tool) via CAHP system to receive appropriate housing intervention
	Client data and service utilization entered into HMIS in a timely manner	100%	Client data and service utilization entered into HMIS in a timely manner
Efficient and Effective Use of Services	Utilization Rate	95% or more	
Fiscal Efficiencies	Efficient and effective use of a pool of community resources	Cost per household	Actual cost per household served divided by the annual budgeted cost per household served
		Cost per successful outcome	Actual cost per successful housing outcome divided by the annual budgeted cost per successful housing outcome

EXHIBIT 2

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES SCHEDULE 1 - FY 2018 BUDGET EXHIBIT

AGENCY St. Vincent de Paul Village, Inc.

PROJECT Day Center Facility for Homeless Adults

FUNDING SOURCE: CDBG ☒ ESG ☐ GF ☐

SALARIES & WAGES (Schedule 2) 321,799

FRINGE BENEFITS (Schedule 3) 109,733

TOTAL PERSONNEL 431,532

FEDERALLY APPROVED INDIRECT COST RATE (Schedule 4) _____

SUPPLIES-ADMIN USE (Schedule 5) 2,000

SUPPLIES-CLIENT USE (Schedule 5) 24,000

PUBLICATIONS/PRINTING (Schedule 5) _____

RENT/LEASE (PROJECT OPERATIONS) (Schedule 5) _____

INSURANCE (Schedule 5) 1,761

UTILITIES (Schedule 5) 32,000

COMMUNICATIONS (Schedule 5) _____

OTHER EXPENSES (SPECIFY):

Maintenance and Repair (Schedule 5) 8,707

Transportation _____ 0

Client Clothing Vouchers _____ 0

TOTAL NON-PERSONNEL 68,468

TOTAL CDBG PROJECT BUDGET 500,000

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY**

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. Round off totals to whole dollars.

AGENCY St. Vincent de Paul Village, Inc.

PROJECT Day Center Facility for Homeless Adults

(1) POSITION TITLE	(2) Premium Pay			(3) ANNUAL GROSS PAY	(4) ANNUAL SALARY & WAGES
	OT	EP	MS		
Program Manager				45,822	45,822
Information and Referral Specialist - EES	X			24,440	12,220
Day Center Supervisor	X			35,547	26,660
Information and Referral Specialist	X			24,440	24,440
Information and Referral Specialist	X			24,440	24,440
Information and Referral Specialist	X			24,440	24,440
Information and Referral Specialist	X			24,440	24,440
Information and Referral Specialist	X			24,440	4,888
Case Manager	X			29,286	29,286
Case Manager	X			29,286	14,643
Security Officer	X			24,440	24,440
Security Officer	X			24,440	24,440
Security Officer	X			24,440	12,220
Facilities Technician				24,898	4,980
Custodian				24,440	24,440
TOTAL ANNUAL SALARY & WAGES					321,799

(1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.

(2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.

(3) List the annual Agency gross pay for each position listed.

(4) List total CDBG annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

Pay Schedule (Check One)

☐ Monthly
☒ Biweekly
☐ Twice a Month

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS**

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. Round off totals to whole dollars.

AGENCY St. Vincent de Paul Village, Inc.

PROJECT Day Center Facility for Homeless Adults

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	ANNUAL FRINGE BENEFIT
Program Manager	Payroll Tax	3,418	3,418
	Health and Dental	8,248	8,248
	Workers Compensation	3,959	3,959
Information and Referral Specialist - EES	Payroll Tax	1,823	912
	Health and Dental	4,399	2,200
	Workers Compensation	2,112	1,056
Day Center Supervisor	Payroll Tax	2,652	1,989
	Health and Dental	6,598	4,799
	Workers Compensation	3,071	2,303
Information and Referral Specialist	Payroll Tax	1,823	1,823
	Health and Dental	4,399	4,399
	Workers Compensation	2,112	2,112
Information and Referral Specialist	Payroll Tax	1,823	1,823
	Health and Dental	4,399	4,399
	Workers Compensation	2,112	2,112
Information and Referral Specialist	Payroll Tax	1,823	1,823
	Health and Dental	4,399	4,399
	Workers Compensation	2,112	2,112
Information and Referral Specialist	Payroll Tax	1,823	1,823
	Health and Dental	4,399	4,399
	Workers Compensation	2,112	2,112
Information and Referral Specialist	Payroll Tax	1,823	365
	Health and Dental	4,399	880
	Workers Compensation	2,112	422
Case Manager	Payroll Tax	2,185	2,185
	Health and Dental	5,271	5,271
	Workers Compensation	2,530	2,530
Case Manager	Payroll Tax	2,185	1,092
	Health and Dental	5,271	2,636
	Workers Compensation	2,530	1,265
Security Officer	Payroll Tax	1,823	1,823
	Health and Dental	4,399	4,399
	Workers Compensation	2,112	2,112
Security Officer	Payroll Tax	1,823	1,823
	Health and Dental	4,399	4,399
	Workers Compensation	2,112	2,112
Security Officer	Payroll Tax	1,823	912
	Health and Dental	4,399	2,200
	Workers Compensation	2,112	1,056
Facilities Technician	Payroll Tax	1,857	371
	Health and Dental	4,482	896
	Workers Compensation	2,151	430
Custodian	Payroll Tax	1,823	1,823
	Health and Dental	4,399	4,399
	Workers Compensation	2,112	2,112
TOTAL ANNUAL FRINGE BENEFITS			109,733

- (1) List each Schedule 2 individual position title for which employer-portion of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
- (4) List the total amount of insurance for each position and each fringe benefit. NOTE: This is the amount that will be the annual budget cap for RFR claims.

AGENCY St. Vincent de Paul Village, Inc.

PROJECT Day Center Facility for Homeless Adults

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
SCHEDULE 5 - BUDGET JUSTIFICATION***

AGENCY St. Vincent de Paul Village, Inc.

PROJECT Day Center Facility for Homeless Adults

LINE ITEM	Insurance	AMOUNT
Detailed Explanation:		
General, auto, umbrella liability, and property insurance is provided by: Philadelphia Indemnity Insurance, Tokio Marine Specialty Insurance, Cypress Insurance Company		1,761
		TOTAL \$ 1,761
LINE ITEM	Utilities	AMOUNT
Detailed Explanation:		
Utilities including but not limited to water, trash, gas, electricity, tv/internet		32,000
		TOTAL \$ 32,000
LINE ITEM		AMOUNT
Detailed Explanation:		
		TOTAL \$ -

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

AGENCY	St. Vincent de Paul Village, Inc.
PROJECT	Day Center Facility for Homeless Adults

LINE ITEM _____	AMOUNT _____
Detailed Explanation: _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
TOTAL	
LINE ITEM _____	AMOUNT _____
Detailed Explanation: _____ _____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____ _____
TOTAL	
LINE ITEM _____	AMOUNT _____
Detailed Explanation: _____ _____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____ _____
TOTAL	

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

AGENCY	St. Vincent de Paul Village, Inc.
PROJECT	Day Center Facility for Homeless Adults

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

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AGENCY	St. Vincent de Paul Village, Inc.
PROJECT	Day Center Facility for Homeless Adults

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

AGENCY	St. Vincent de Paul Village, Inc.
PROJECT	Day Center Facility for Homeless Adults

* All line items must be justified in relation to funded activities to be completed. Add pages as needed.

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AGENCY	St. Vincent de Paul Village, Inc.
PROJECT	Day Center Facility for Homeless Adults

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

SAN DIEGO HOUSING COMMISSION-SUBCONTRACTOR SERVICES
FY 2018 YEAR-START CONFIRMATION OF ALL SECURED FUNDING SOURCES AND BUDGETS

This form details the total budget breakdown of each line item for the FY 2018-Project by all contributing funding sources. (1) Enter the name of all secured funding sources included in the total annual Project budget. (2) Enter the amount for each funding source title entered in row (1). (3) Enter the total Program Income (PI)/Client Generated Income (CGI) collected for each funding source title entered in row (1). (4) Enter total budget for Salaries & Wages and Fringe Benefits. (5) Enter the budget amount for each applicable PE line item for each funding source entered in row (1). (6) Enter the total Federally Approved Indirect Cost Rate budget amount for each funding source entered in row (1) and enter the budget amount for each applicable funding source entered in row (1). (7) Enter the total project budget for each applicable NPE line item listed. (8) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). (9) Enter any additional, applicable NPE budget line items and total project budget for each line item. (10) Enter the budget amount for each applicable NPE line item for each funding source entered in row (1). NOTE: This form must be signed by an Agency position that is a Vice President/Chief Operating Officer or higher.

AGENCY St. Vincent de Paul Village, Inc. PROJECT Day Center Facility for Homeless Adults

Chief Administrative Officer & CFO Title Diane K. Stumph Print Name Signature Date 4/17/2017

(1) SECURED FUNDING SOURCE TITLE	FY17 CDBG	FY18 Agency + Other Resources						TOTAL BUDGET
(2) FUNDING SOURCE AMOUNT	500,000	312,265						812,265
(3) TOTAL PWCGI BUDGET		-						-
AMOUNT	500,000	312,265						812,265
(4) TOTAL PERSONNEL BUDGET			(5) BUDGET BY FUNDING SOURCE					
SALARIES & WAGES	321,799	125,880						447,679
FRINGE BENEFITS	109,733	42,926						152,659
SUBTOTAL PERSONNEL	431,532	168,806	-	-	-	-	-	600,338
(6) SUBTOTAL FAIC RATE	-							-
(7) TOTAL NON PERSONNEL BUDGET			(8) BUDGET BY FUNDING SOURCE					
SUPPLIES-ADMIN USE	2,000	-						2,000
SUPPLIES-CLIENT USE	24,000	19,260						43,260
PUBLICATIONS/PRINTING	-	-						-
RENT/LEASE	-	53,432						53,432
INSURANCE	1,761	543						2,304
UTILITIES	32,000	21,900						53,900
COMMUNICATIONS								-
(9) TOTAL OTHER NPE - List Below			(10) BUDGET BY FUNDING SOURCE					
Client Clothing Vouchers		4,775						4,775
Transportation	-	2,573						2,573
Maintenance and Repair	8,707	1,303						10,010
Admin	-	39,673						39,673
Licenses and Fees	-	-						-
sted Medical and Behavioral Health Services								-
Food Services								-
SUBTOTAL NONPERSONNEL	68,468	143,459	-	-	-	-	-	211,927
TOTAL PROJECT BUDGET	500,000	312,265	-	-	-	-	-	812,266

NOTES ON ENTRIES/CALCULATIONS:

**AGREEMENT OF SCOPE OF SERVICES AND BUDGET TERMS
FOR
HOMELESS SERVICES PROGRAMS**

Project:	Day Center Facility for Homeless Adults
Fiscal Year:	FY 2018
Funding Source(s) & Amounts:	\$541,250 CDBG
Term of Agreement:	July 1, 2017 – June 30, 2018

This is to certify that the terms included in the attached Scope of Services and Budget documents have been agreed upon by the City of San Diego and the San Diego Housing Commission, pursuant to the FY 2018 Agreements between the City of San Diego and the San Diego Housing Commission.

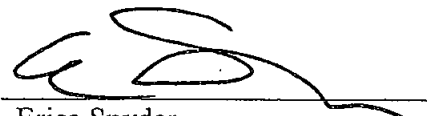
Dated this 8 day of Sept, 2017.

Dated this 10 day of August 2017.

The City of San Diego

San Diego Housing Commission

By 
Michele Marano
Community Development Coordinator

By 
Erica Snyder
Director

SCOPE OF SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM/ ENTITLEMENT GRANTS

SAN DIEGO HOUSING COMMISSION Day Center Facility for Homeless Adults

1. ADMINISTRATIVE OFFICE LOCATION

The Agency shall maintain their administrative office at 1122 Broadway, Suite 300, San Diego, CA 92101. The main office hours of operation are Monday to Friday, 7:00 AM. to 7:00 PM., but closed every other Friday. General correspondence sent to the Agency shall be addressed to: Julia Sauer, Director, Special Programs and Compliance.

2. PROJECT ACTIVITIES

The activities that will be conducted include the following:

- Planning, coordinating, operating, administering and implementing the operation of the Day Center Facility for Homeless Adults utilizing Community Development Block Grant (CDBG) funds;
- Negotiating and executing an agreement, and any amendments, with St. Vincent de Paul Village for the operation of the Day Center Facility for Homeless Adults;
- Developing systems for assuring compliance with program requirements;
- Monitoring program activities for progress and compliance with program requirements;
- Preparing reports and other documents directly related to the program;
- Coordinating the resolution of audit and monitoring findings; and
- Evaluating program results against stated objectives.

The Agency shall ensure that St. Vincent de Paul Village adhere to CDBG Program, federal, City, and HUD Programs Administration requirements. This includes the requirements listed in the HUD Programs Administration's FY 2018 Operating Manual.

The Agency shall ensure that the subcontractor agreement, amendments to agreements, scope adjustments, and budget adjustments are forwarded to the HUD Programs Administration for eligibility review and approval, prior to their execution.

The activities set forth in the Budget Justification under Exhibit B are incorporated herein by reference.

3. PROJECT DESCRIPTION

The Day Center Facility for Homeless Adults shall serve as a centralized access point for individuals experiencing homelessness in the City of San Diego, while also providing an array of resources and services aimed to help participants engage, stabilize and obtain appropriate housing. A variety of critical services will be provided, including a safe, comfortable drop-in center for homeless adults with access to bathroom facilities and shelter from the elements during the day.

4. PROJECT OUTCOME MEASURES

Pursuant to federal requirements, the project objective, outcome and indicator is defined below.

Objective Category: ☒ Suitable Living Environment
☐ Decent Housing
☐ Economic Opportunity

Outcome Category: ☒ Availability/Accessibility
☐ Affordability
☐ Sustainability

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

5. PROJECT OUTCOMES

Agency shall enter into an agreement with St. Vincent de Paul Village to ensure the following project outcome is achieved during FY 2018:

- Two thousand (2,000) homeless individuals shall have new or continued access to a drop-in day center and critical services for the purpose of creating a suitable living environment.

6. PROJECT RECORDS

Agency shall maintain, and ensure subcontractors maintain, all records required by the Federal regulations that are pertinent to the activities completed with CDBG. Agency shall make available to the City, the U.S. Government, or their authorized agents all project-related records, documents, and any other financial data or records for review. Such records shall include, but not limited to:

L/M Income Limited Clientele Activities (LMC)

Documentation showing that the activity is designed to be used exclusively by a segment of the population presumed by HUD to be L/M income persons (abused children, battered spouses, elderly persons*, adults meeting the definition of severely disabled**, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers);

*Definition of Elderly Person-means an individual who is at least 62 years of age.

****Definition of Severely Disabled-**persons are classified as having a severe disability if they: (a) used a wheel-chair or had used another special aid for six months or longer; (b) are unable to perform one or more "functional activities" or need assistance with an "ADL or IADL"; (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability **OR**

Data showing the size and annual income of the family of each person receiving the benefit. Agency shall ensure LMC determinations are based on the most current CDBG Income Limits issued by HUD, which will be distributed by the HUD Programs Administration staff.

Agency shall ensure that the subcontractors enter and maintain client data in a Homeless Management Information System (HMIS), Service Point.

All Agency and subcontractor files pertaining to personal client information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.

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

7. **CLOSEOUTS**

Agency shall be responsible for completing and submitting a closeout packet to include total number of clients served, program accomplishments and summary, client demographics, photographs, and financial summary of award grant for each applicable funding source, and fiscal audit reports. Photographs will be used for HUD and City publications as appropriate.

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

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

Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the Agency has control over CDBG funds, including program income.

**FY 2018 HOMELESS SERVICES AND PROGRAMS APPLICATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SCHEDULE 1 - BUDGET EXHIBIT**

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT Day Center for Homeless Adults

SALARIES & WAGES (Schedule 2) 34,842

FRINGE BENEFITS (Schedule 3) 6,408

TOTAL PERSONNEL 41,250

CONSULTANT SERVICES (Schedule 4) 500,000

TOTAL NON-PERSONNEL 500,000

TOTAL CDBG PROJECT BUDGET 541,250

SCHEDULE 2 - PERSONNEL SCHEDULE: GROSS PAY

The purpose of this form is to list the positions being claimed against the funding request amount. The positions listed below must provide direct project/client services. Positions providing non-direct services must be included in the indirect costs/administrative overhead (IC/AO) line item. The Total Salary & Wages must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT Day Center for Homeless Adults

(1) POSITION TITLE	(2) Premium Pay			(3) ANNUAL GROSS PAY	(4) ANNUAL SALARY & WAGES
	OT	EP	MS		
Vice President of Housing Innovations				142,737	1,428
Director of Housing Innovations				106,687	4,271
Senior Program Analyst #1				96,832	4,842
Senior Program Analyst #2				88,844	9,560
Senior Program Analyst #3				96,857	1,937
Special Program Manager				96,769	9,677
Program Analyst				81,767	2,453
Senior Administrative Assistant	x			67,437	674
Note: Annual salary & wages includes gross salary per employee as well as his/her respective flex credit.					
TOTAL ANNUAL SALARY & WAGES					34,842

- (1) List each individual position title providing project/client services. NOTE: Project-related job duties for each position listed must be explained in the budget justification section.
- (2) Select the appropriate box for positions that will have premium pay, such as overtime (OT), extra pay (EP) and/or multi-shift (MS). NOTE: The premium pay and project-related usage will need to be explained in the budget justification section.
- (3) List the annual Agency gross pay for each position listed.
- (4) List total CDBG annual gross pay. NOTE: This is the amount that will be the annual budget cap for RFR claims.

Pay Schedule (Check One)	
☐	Monthly
☐	Biweekly
☐	Twice a Month

SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT Day Center for Homeless Adults

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	BENEFIT
Vice President of Housing Innovation	PENSION	18,476	185
	457 PLAN	3,299	33
	MEDICARE	1,914	19
	SUI	434	4
	WORKERS COMP	1,122	11
	LIFE INSURANCE	193	2
	LTD INSURANCE	309	3
Director of Housing Innovations	PENSION	13,302	532
	457 PLAN	2,375	95
	MEDICARE	1,378	55
	SUI	434	17
	WORKERS COMP	808	32
	LIFE INSURANCE	139	6
	LTD INSURANCE	222	9
Senior Program Analyst #1	PENSION	12,205	610
	457 PLAN	2,179	109
	MEDICARE	1,264	63
	SUI	434	22
	WORKERS COMP	1,665	83
	LIFE INSURANCE	128	6
	LTD INSURANCE	204	10
TOTAL ANNUAL FRINGE BENEFITS			1,906

- (1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
- (4) List the total amount of insurance for each position and each fringe benefit. NOTE: This is the amount that will be the annual budget cap for RFR claims.

SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT Day Center for Homeless Adults

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	BENEFIT
Senior Program Analyst #2	PENSION	11,058	1,190
	457 PLAN	1,975	213
	MEDICARE	1,145	123
	SUI	434	47
	WORKERS COMP	1,509	162
	LIFE INSURANCE	116	12
	LTD INSURANCE	185	20
	PENSION	12,208	244
Senior Program Analyst #3	457 PLAN	2,180	44
	MEDICARE	1,264	25
	SUI	434	9
	WORKERS COMP	1,666	33
	LIFE INSURANCE	128	3
	LTD INSURANCE	204	4
	PENSION	12,196	1,220
	457 PLAN	2,178	218
Special Program Manager	MEDICARE	1,263	126
	SUI	434	43
	WORKERS COMP	1,664	166
	LIFE INSURANCE	127	13
	LTD INSURANCE	204	20
	PENSION		
	457 PLAN		
	MEDICARE		
TOTAL ANNUAL FRINGE BENEFITS			3,935

- (1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
- (4) List the total amount of insurance for each position and each fringe benefit. NOTE: This is the amount that will be the annual budget cap for RFR claims.

EXHIBIT B

SCHEDULE 3 - PERSONNEL SCHEDULE: FRINGE BENEFITS

The purpose of this form is to list the fringe benefits being claimed against funding request amount. The Total Fringe must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY SAN DIEGO HOUSING COMMISSION

PROJECT Day Center for Homeless Adults

(1)	(2)	(3)	(4)
POSITION TITLE	FRINGE BENEFIT TITLE	ANNUAL AMT OF FRINGE BENEFIT	BENEFIT
Program Analyst	PENSION	10,043	301
	457 PLAN	1,793	54
	MEDICARE	1,040	31
	SUI	434	13
	WORKERS COMP	1,370	41
	LIFE INSURANCE	105	3
	LTD INSURANCE	168	5
Senior Administrative Assistant	PENSION	7,986	80
	457 PLAN	1,426	14
	MEDICARE	827	8
	SUI	434	4
	WORKERS COMP	1,090	11
	LIFE INSURANCE	83	1
	LTD INSURANCE	134	1
TOTAL ANNUAL FRINGE BENEFITS			567

- (1) List each Schedule 2 individual position title for which **employer-portion** of fringe benefits will be claimed.
- (2) List the title of the Fringe Benefit that will be claimed. NOTE: The fringe benefit and project-related usage will need to be explained in the budget justification section.
- (3) List the total annual Agency amount of insurance for each position and each fringe benefit.
- (4) List the total amount of insurance for each position and each fringe benefit. NOTE: This is the amount that will be the annual budget cap for RFR claims.

SCHEDULE 4 - BUDGET JUSTIFICATION*

AGENCY

SAN DIEGO HOUSING COMMISSION

PROJECT

Day Center for Homeless Adults

LINE ITEM		AMOUNT
Detailed Explanation:		
A subrecipient agreement will be executed St. Vincent de Paul Village, Inc., dba		500,000
Father Joe's Villages to perform the operation of the Day Center.		
TOTAL \$		500,000
LINE ITEM		AMOUNT
Detailed Explanation:		
TOTAL \$		-
LINE ITEM		AMOUNT
Detailed Explanation:		
TOTAL \$		-

*All line items must be justified in relation to funded activities to be completed. Add pages as needed.

**THIRD AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION FOR THE PROVISION OF HOMELESS
SHELTERS AND SERVICES**

This Third Amendment to Memorandum of Understanding Between The City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services ("**Third Amendment**") is dated as of **July 1, 2017**, for reference purposes only, and is entered into by and between the CITY OF SAN DIEGO, a municipal corporation ("**City**"), and the SAN DIEGO HOUSING COMMISSION, a public agency ("**Commission**"). City and Commission are sometimes referred to in this Third Amendment, each individually, as a "**Party**" or, collectively, as the "**Parties**." This Third Amendment is entered into by City and Commission with reference to the following recited facts (each, a "Recital"):

RECITALS

A. The Parties entered into that certain Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services, effective as of August 1, 2014 ("**Original MOU**"); and

B. The term of the Original MOU was for one fiscal year beginning July 1, 2014, and ending on June 30, 2015, with four allowable one fiscal year extensions of the term of the Original MOU; and

C. The Parties subsequently entered into that certain First Amendment to the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services, effective as of July 16, 2015 ("**First Amendment**").

D. The Parties subsequently entered into that certain Second Amendment to the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services, effective as of July 16, 2015 ("**Second Amendment**"). Collectively, the Original MOU, the First Amendment and the Second Amendment are referred to in this Third Amendment as the "**MOU**"; and

E. The First Amendment, among other things, extended the term of the Original MOU for one fiscal year to end on June 30, 2016, and provided three (3) options to extend the term of the Original MOU for one fiscal year each; and

F. The Second Amendment, among other things, extended the term of the Original MOU, as amended by the First Amendment, for one fiscal year to end on June 30, 2017; and

G. The Commission President and Chief Executive Officer or a designee, on behalf of Commission, and the City Mayor or a designee, on behalf of City, are authorized by Section

VI.C. of the MOU to amend the MOU to extend the term, pursuant to the one fiscal year options to extend the term of the MOU provided in Section VI.B. of the MOU; and

H. City and Commission desire to continue having Commission provide homeless shelters and services within the City pursuant to the MOU during Fiscal Year 2018 and, accordingly, extend the term of the MOU from July 1, 2017, through and including June 30, 2018; and

NOW, THEREFORE, CITY AND COMMISSION AGREE, AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Third Amendment by this reference, as though fully set forth in this Third Amendment.

2. **MOU Term Extension.** The Parties exercise one of the available fiscal year extension options provided in Section VI.B. of the MOU and extend the term of the MOU from July 1, 2017, through and including June 30, 2018. Following this Third Amendment, the MOU shall have one remaining one fiscal year extension option available to the Parties, under Section VI.B. of the MOU.

3. **Confirmation of MOU.** The MOU, as amended by this Third Amendment, is in all respects confirmed and all of the terms, provisions and conditions of the MOU, as amended by this Third Amendment, shall be and remain in full force and effect.

4. **Entire MOU.** The MOU, as amended by this Third Amendment, represents the entire understanding between the Parties as to the subject matter of the MOU, as so amended.

5. **Counterparts.** This Third Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including facsimile or electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.

6. **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 Third Amendment. The Parties have both participated substantially in the negotiation, drafting, and revision of this Third Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this Third Amendment 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 Third Amendment. The words "include" and "including" in this Third Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this Third Amendment 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 Third Amendment, refers to such document, as modified from time to time (excepting any modification that violates the MOU), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Third Amendment 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 Third Amendment refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

7. **Governing Law.** The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Third Amendment, without application of conflicts of laws principles or statutes.

8. **Binding on Successors and Assigns.** This Third Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

9. **No Other Representations or Warranties.** Except as expressly set forth in this Third Amendment, no Party makes any representation or warranty material to this Third Amendment to any other Party.

10. **Incorporation of Defined Terms.** All terms, phrases and words indicated to be defined terms by initial capitalization in this Third Amendment that are not specifically defined in this Third Amendment (if any) shall have the meaning ascribed to the same term, phrase or word in the MOU.

[Remainder of page intentionally blank. Signatures on following page.]

**SIGNATURE PAGE
TO
THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION FOR THE
PROVISION OF HOMELESS SHELTERS AND SERVICES**

IN WITNESS WHEREOF, City and Commission sign and enter into this Third Amendment, by and through the signatures of their respective authorized representatives, as follow:

CITY:

The City of San Diego, a municipal corporation

By: 
Name: Erik Caldwell
Title: Economic Development Director

COMMISSION:

San Diego Housing Commission, a public body, corporate and politic

By: 
Name: Jeff Davis
Title: Executive Vice President & COS

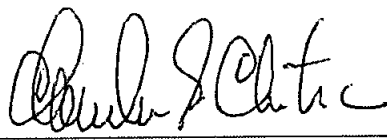
APPROVED AS TO FORM:

MARA W. ELLIOTT
City Attorney

By: 
Delmar G. Williams
Deputy City Attorney

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP
A California Limited Liability Partnership

By: 
Charles B. Christensen
General Counsel

**SECOND AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND
THE SAN DIEGO HOUSING COMMISSION FOR THE PROVISION OF HOMELESS
SHELTERS AND SERVICES**

This Second Amendment to Memorandum of Understanding Between The City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services ("**Second Amendment**") is dated as of July 1, 2016, for reference purposes only, and is entered into by and between the CITY OF SAN DIEGO, a municipal corporation ("**City**"), and the SAN DIEGO HOUSING COMMISSION, a public agency ("**Commission**"). City and Commission are sometimes referred to in this Second Amendment, each individually, as a "**Party**" or, collectively, as the "**Parties**." This Second Amendment is entered into by City and Commission with reference to the following recited facts:

RECITALS

A. The Parties entered into that certain Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services, effective as of August 1, 2014 ("**Original MOU**"); and

B. The term of the Original MOU was for one fiscal year beginning July 1, 2014, and ending on June 30, 2015, with four allowable one fiscal year extensions of the term of the Original MOU; and

C. The Parties subsequently entered into that certain First Amendment to the Memorandum of Understanding between the City of San Diego and the San Diego Housing Commission for the Provision of Homeless Shelters and Services, effective as of July 16, 2015 ("**First Amendment**"). Collectively, the Original MOU and the First Amendment are referred to in this Second Amendment as the "**MOU**"; and

D. The First Amendment, among other things, extended the term of the Original MOU for one fiscal year to end on June 30, 2016, and allowing three one fiscal year extensions of the term of the MOU; and

E. The Commission President and Chief Executive Officer or a designee, on behalf of Commission, and the City Mayor or a designee, on behalf of City, are authorized by Section VI.C. of the MOU to amend the MOU to extend the term, pursuant to the one fiscal year options to extend the term of the MOU provided in Section VI.B. of the MOU; and

F. City and Commission desire to continue having Commission provide homeless shelters and services within the City pursuant to the MOU during Fiscal Year 2017 and, accordingly, extend the term of the MOU from July 1, 2016, through and including June 30, 2017;

NOW, THEREFORE, CITY AND COMMISSION AGREE, AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Second Amendment by this reference, as though fully set forth in this Second Amendment.
2. **MOU Term Extension.** The Parties hereby exercise one of the available fiscal year extension options provided in Section VI.B. of the MOU and extend the term of the MOU from July 1, 2016, through and including June 30, 2017. Following this Second Amendment, the MOU shall have two remaining one fiscal year extension options available to the Parties, under Section VI.B. of the MOU.
3. **Confirmation of MOU.** The MOU, as amended by this Second Amendment, is in all respects confirmed and all of the terms, provisions and conditions of the MOU, as amended by this Second Amendment, shall be and remain in full force and effect.
4. **Entire MOU.** The MOU, as amended by this Second Amendment, represents the entire understanding between the Parties as to the subject matter of the MOU, as so amended.
5. **Counterparts.** This Second Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including facsimile or electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.
6. **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 Second Amendment. The Parties have both participated substantially in the negotiation, drafting, and revision of this Second Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this Second Amendment 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 Second Amendment. The words "include" and "including" in this Second Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this Second Amendment 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 Second Amendment, refers to such document, as modified from time to time (excepting any modification that violates the MOU), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Second Amendment includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement in this Second Amendment refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.
7. **Governing Law.** The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Second Amendment, without application of conflicts of laws principles or statutes.

8. **Binding on Successors and Assigns.** This Second Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

9. **No Other Representations or Warranties.** Except as expressly set forth in this Second Amendment, no Party makes any representation or warranty material to this Second Amendment to any other Party.

10. **Incorporation of Defined Terms.** All terms, phrases and words indicated to be defined terms by initial capitalization in this Second Amendment that are not specifically defined in this Second Amendment (if any) shall have the meaning ascribed to the same term, phrase or word in the MOU.

[Remainder of page intentionally blank. Signatures on following page.]

**SIGNATURE PAGE
TO
SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION FOR
THE PROVISION OF HOMELESS SHELTERS AND SERVICES**

IN WITNESS WHEREOF, City and Commission sign and enter into this Second Amendment, by and through the signatures of their respective authorized representatives, as follow:

CITY:

The City of San Diego, a municipal corporation

By: 
Name: Erik Caldwell
Title: Director, Economic Dev.

Date: 5/12/2016

COMMISSION:

San Diego Housing Commission, a public agency

By: 
Name: Jeff Davis
Title: COO

Date: 5/11/16

APPROVED AS TO FORM:

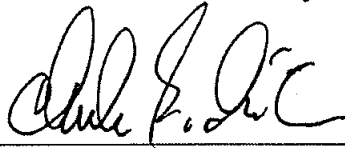
JAN I. GOLDSMITH
City Attorney

By: 
Delmar G. Williams
Deputy City Attorney

Date: 5-13-16

APPROVED AS TO FORM:

CHRISTENSEN & SPATH LLP
A California Limited Liability Partnership

By: 
Charles B. Christensen
General Counsel

Date: 5/10/16