

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIEGO
AND
SAN DIEGO HOUSING COMMISSION
FOR THE PROVISION OF HOMELESS SHELTER AND SERVICES**

This Memorandum of Understanding (MOU) between the SAN DIEGO HOUSING COMMISSION, a public agency (Commission) and the CITY OF SAN DIEGO, a municipal corporation (City), shall become effective upon signature of both parties.

The term of this MOU is two fiscal years, beginning July 1, 2010 and ending June 30, 2012; the MOU must be renewed one year prior to the end of each fiscal year to ensure availability and allocation of funding. This MOU shall terminate on June 30, 2012 unless extended by the Commission and the City no later than June 30, 2011.

RECITALS

WHEREAS, The City's Consolidated Plan estimates there are 6,500 homeless persons located within the City's jurisdictional limits; and

WHEREAS, The City's Homeless Programs included in the Consolidated Plan, seek to continue to expand the involvement of nonprofit entities in the provision of shelter and services to the homeless and further recognizes the need to increase the availability of shelter beds to effectively serve homeless persons with special needs in an efficient and effective manner; and

WHEREAS, pursuant to the City's Consolidated Plan, the City has provided temporary shelter and services for homeless persons (e.g., Emergency Winter Shelter, Cortez Hill Family Shelter, Neil Good Day Center, Homeless Data Management referred to as "Shelter and Service Programs") through a series of contractual arrangements with shelter and service providers; and

WHEREAS, the City desires to transfer the management of the contracts for operation of the Shelter and Service Programs;

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

1. On July 1, 2010, the Commission will take responsibility for the management and oversight of the City's contracts for provision of shelter and services for homeless persons as awarded by the City prior to July 1, 2010 and as awarded by the Housing Commission and/or Housing Authority for the remaining term of this MOU.
2. To provide temporary shelter, services and assistance to alleviate homelessness:
 - The Housing Commission will use City appropriated funds (and other sources as available) to support the shelter program.

- The Housing Commission will manage the contracts to operate the Neil Good Day Center as awarded by the City to provide walk-in and referral services for homeless.
 - The Housing Commission will continue to fund data management services through the Regional Task Force on the Homeless at current level (\$45,000/year) if services and funding are deemed necessary.
 - To assist families with access to transitional housing, case management, and support services: the Housing Commission will use Emergency Shelter Grant (ESG), Community Development Block Grant (CDBG) and any other funds available to support assistance to a minimum of 100 families through the Cortez Hill Family Center.
 - The City staff will facilitate utility hook ups for shelter tent operations (Facilities Maintenance, Water, Streets). Commission will be responsible for payment of service hook ups, utility payments, and costs associated with set-up/tear down of shelter program(s).
3. Sources of Funds: the City will dedicate 100% of funds received from the HUD ESG and will dedicate CDBG funding in accordance with Council Policy 700-02 to shelter and service programs during the term of the MOU. City and Housing Commission acknowledge that the current rate of City funding does not cover the entire cost of the shelter program and is contingent upon the ESG entitlement amount, other funding sources confirmed, and Council approval during the CDBG Application process. It is expressly understood that the Commission may terminate this MOU, upon ninety (90) days written notice to the City, if regular funding sources adequate to cover the provision of a tent and social services at a level of service equal or greater than that provided by the City's winter shelter program in FY2010 are not made available.
 4. To ensure the Commission's ability to manage the operational contracts, the City agrees to work with the Commission and HUD to facilitate the Commission's ability to directly access the ESG funds through the Integrated Disbursement and Information System (IDIS). It is understood that this MOU will not be effective until arrangements have been completed to ensure the Commission can directly access ESG funds.
 5. The Commission shall ensure compliance with CDBG, ESG, and/or other federal regulations and requirements with regard to administration and utilization of the CDBG and ESG funds and ensure all subcontract compliance through monitoring reviews are conducted by Commission staff and documented.
 6. Funding available through CDBG will be subject to the City's reimbursement process. Prior to July 1, 2010 the City will provide a detailed description of the documentation that will be required from the Commission for the reimbursement of funds provided through CDBG. The City agrees reimbursement requests from the Commission will be paid within 30 days of receipt, provided said documentation is included with the reimbursement request.

7. Commission shall, in a timely manner, provide City with all ESG and CDBG data and narrative as requested to complete the Annual Action Plan , Consolidated Annual Performance Evaluation Report, and monitoring reports, and any other reports and documents required by the CDBG Program office
8. The City agrees to store, at no cost, up to two sprung tent structures used for the purpose of the Winter Shelter Program at the City's General Services storage facility located at 1950 B Street, San Diego, CA 92102 or alternative location if deemed necessary by the City. The Housing Commission and City will enter into an agreement with the San Diego Unified Port District for storage and use of the sprung tent structures.
9. In no event shall the Housing Commission's financial contribution for the programs and services covered by the MOU exceed a total of \$400,000 in any fiscal year during the term of this MOU.

Either the Commission or the City may terminate this MOU for any reason by providing 90 days written notice to the other.

SAN DIEGO HOUSING COMMISSION

CITY OF SAN DIEGO

BY: _____



BY: _____



DATE: _____

11/29/10

DATE: _____

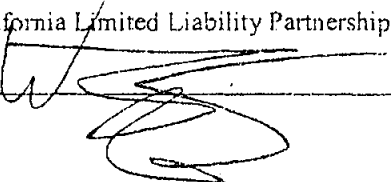
12-6-10

APPROVED:

CHRISTENSEN & SPATH LLP

A California Limited Liability Partnership

BY: _____



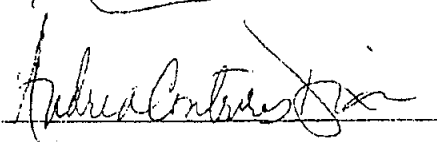
General Counsel

San Diego Housing Commission

OFFICE OF THE CITY ATTORNEY

Andrea Dixon Contreras ^{per}

BY: _____



12.7.10

City Attorney

City of San Diego

**FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIEGO
AND
SAN DIEGO HOUSING COMMISSION**

FOR THE PROVISION OF HOMELESS SHELTER AND SERVICES

This First Amendment to the Memorandum of Understanding (MOU) between the SAN DIEGO HOUSING COMMISSION, a public agency (Commission) and the CITY OF SAN DIEGO, a municipal corporation (City), shall become effective upon signature of both parties.

RECITALS

WHEREAS, on June 29, 2010, by Resolution No. R-305962, the San Diego City Council authorized the execution of an MOU transferring responsibility for operation of the City's Shelter and Services Programs for Homeless Persons from the City to the Commission, effective July 1, 2010 through June 30, 2012 (Original MOU); and

WHEREAS, the Original MOU requires renewal of its term annually, starting no less than one fiscal year prior to the end of the then-current expiration date; and

WHEREAS, a mutual indemnification clause was unintentionally omitted from the Original MOU; and

WHEREAS, the Commission and City agree to clarify certain other provisions of the Original MOU;

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

1. This First Amendment to the MOU shall extend the term of the Original MOU one fiscal year, beginning July 1, 2012 (the expiration date of the Original MOU) and ending June 30, 2013. In order to ensure availability and allocation of funding, all future amendments renewing the Original MOU must be approved no less than one fiscal year prior to the expiration of the then-current term or extension.

2. Section 2 of the MOU is deleted in its entirety and replaced with the following language:

"The Commission shall oversee and manage those City programs which provide temporary shelter, services and assistance to alleviate homelessness including, but not limited to, the following elements of the City's Shelter and Service Program:

- A winter shelter and ancillary services for 200 homeless adults, operating at least from December 1 of each year through March 31 of the following year;
- A winter shelter and ancillary services for 150 veterans, operating during the same time period as above;
- Set-up and tear-down of the above shelters when sprung structures are used;
- City-facilitated utility hook-ups for shelter operations;
- Assistance for a minimum of 100 families through the Cortez Hill Family Center;
- Operation of the Neil Good Day Center, providing walk-in and referral services for homeless families;
- Funding for County's hotel/motel voucher program for homeless families; and
- Commission funding of \$45,000 per year to the Regional Task Force on the Homeless for data management services, if such services and funding are deemed necessary.

3. Section 3 of the MOU, "Sources of Funds", is hereby amended to read in its entirety as follows:

"The City will dedicate 100% of funds received from the HUD ESG program and will dedicate CDBG funds in accordance with Council Policy 700-02 to the shelter and service programs itemized herein during the term of this MOU. City and Housing Commission acknowledge that the current rate of City funding does not cover the entire cost of the shelter and service program as currently constituted and is contingent upon the ESG entitlement amount, confirmation of other funding sources, and City Council approval during the CDBG application process. It is expressly understood the Commission may terminate this MOU upon ninety (90) days written notice to the City, if regular funding sources adequate to cover the provision of a sprung structure and social services at a level of service equal or greater than that provided by the City's winter shelter program in FY2010 are not made available. It is expressly understood that the City will endeavor

to make funds available for each Fiscal Year that this MOU is in place at a level no less than that of the previous Fiscal Year. However, if the specified level of funding is not available and/or if program elements are changed, Commission's responsibilities under the MOU will be changed accordingly as mutually agreed to by the parties in writing.

Commission's financial contribution for the programs and services covered by the MOU shall not exceed \$400,000, in addition to the \$45,000 previously referenced in Section 2, during any fiscal year during the term of this MOU. This financial contribution is intended to be separate and apart from the one-time \$500,000 contribution the Commission has agreed to make to the City for the operation of the Neil Good Day Center for Fiscal Year 2012."

4. Section 10 is added to read as follows:

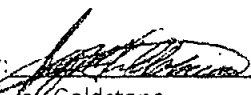
Indemnification To the fullest extent provided by law, City and Commission agree to indemnify, protect, and hold harmless one another, including their elected officials, departments, representatives, agents, officers or employees, from and against any and all claims, demands, actions, proceedings, suits, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss or use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this MOU by City and/or 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 its elected officials, officers agents, representatives, departments, subcontractors, and employees.

SAN DIEGO HOUSING COMMISSION

CITY OF SAN DIEGO

By: 

Carrol Vaughan
Executive Vice President and Chief
Operating Officer

By: 

Jay Goldstone
Chief Operating Officer

Date: _____

Date: 8/4/11

APPROVED AS TO FORM AND LEGALITY:

CHRISTENSEN & SPATH LLP
A California Limited Liability Partnership

By: _____

Charles Christensen
General Counsel

Date: _____

7/25/11

OFFICE OF THE CITY ATTORNEY
Jan I. Goldsmith, City Attorney

By: _____

Andrea Contreras Dixon
Deputy City Attorney

Date: _____

8.3.11

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

This Second Amendment to the Memorandum of Understanding between the City of San Diego, a municipal corporation (City) and the San Diego Housing Commission, a public agency (Commission), shall become effective upon signature of both parties.

RECITALS

WHEREAS, on June 29, 2010, by Resolution No. R-305962, the Council of the City of San Diego authorized the execution of that certain Memorandum of Understanding transferring responsibility for operation of the City's shelter and services for homeless persons from the City to the Commission effective July 1, 2010 through June 30, 2012 (Original MOU); and

WHEREAS, on June 27, 2011, the Council of the City of San Diego adopted Resolution No. R-306884 and the Housing Authority of the City of San Diego adopted Housing Authority Resolution (HAR) No. 1527, approving the First Amendment to the MOU between the City and the Commission extending the term of the Original MOU until June 30, 2013; and

WHEREAS, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program, and replaces the Emergency Shelter Grants program with the Emergency Solutions Grant program; and

WHEREAS, previously 100 percent of the Emergency Shelter Grant funds could be used towards shelter and services for the homeless, HEARTH only allows 60 percent of the Emergency Solutions Grant to be used for such activities with the other 40 percent to be used for homeless prevention and re-housing activities; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has determined that only grantees such as the City, not the Commission, may draw down Emergency Shelter Grant and Emergency Solutions Grant funds from HUD's Integrated Disbursement and Information System (IDIS); and

WHEREAS, the City has budgeted and intends to appropriate \$550,000 in revenue from the General Fund for the operation of the Center in the Fiscal Year 2013 Appropriations Ordinance;

WHEREAS, with regard to the \$550,000 in revenue from the General Fund budgeted for the operation of the Center, the Commission will execute a month-to-month agreement with Alpha Project for the Homeless (Alpha Project), the current operator of the Center, pursuant to a sole source justification in an amount not to

exceed \$500,000 with the remaining balance of \$50,000 to be used for the Commission's staffing and administrative expenses related to its oversight of the Center; and

WHEREAS, in light of the Commission's commitment to utilize its own funds in the amount of \$402,000 to exclusively fund the Single Adult Winter Shelter and the need also for the Commission to provide upfront payment for the operation of the Veterans Winter Shelter, Cortez Hill Family Shelter, and Connections Housing for Fiscal Year 2013, the Commission is seeking an advance of the General Fund monies for Fiscal Year 2013 for the oversight and operation of the Center in the total amount of \$550,000 to be advanced on a quarterly basis as set forth in paragraph 7 below, in order to administer these programs efficiently and to ensure the ability to pay for the operation of these various programs and services in a timely manner; and

WHEREAS, such a month-to-month agreement for the operation of the Center will allow the Commission to procure an operator for the Center pursuant to a competitive bid process at the earliest possible opportunity; and

WHEREAS, upon the receipt of responses to the RFP the Commission intends to enter into a contract for the operation of the Center for the balance of FY 2013 with the selected operator using the balance of the funds appropriated for FY 2013. In addition, the contract shall have four (4) one year options, in favor of the Commission, exercisable only by the Commission, to extend the services in subsequent fiscal years, dependent upon funding availability; and

WHEREAS, to ensure future funding for the operation of the Center, City staff is seeking a waiver of paragraph 16 of Council Policy 700-02 in order to have future Community Development Block Grant (CDBG) funding set aside off the top from each of the City's fiscal year allocations from HUD to cover the expense of operating and overseeing the operation of the Center, Cortez Hill Family Shelter, Veterans Winter Shelter, and Connections Housing without requiring any matching funds; and

WHEREAS, the City and the Commission wish to extend the term of the MOU and clarify other provisions of the Original MOU and the First Amendment related to the foregoing recitals; and

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

1. The Second Amendment to the MOU shall extend the term of the Original MOU as amended an additional fiscal year, beginning July 1, 2013 (the expiration of the date of the Original MOU as amended) and ending June 30, 2014. In order to ensure the availability and allocation of funding, all future amendments renewing the Original MOU must be approved no less than one fiscal year prior to the expiration of the then-current term or extension.
2. Notwithstanding anything to the contrary in the Original MOU and the First Amendment, any and all references therein to the term "ESG" shall mean "Emergency Solutions Grant".
3. Section 3 of the Original MOU as amended by the First Amendment shall be replaced in its entirety and shall read in its entirety as follows:

"The City will appropriate and expend 60 percent of funds received from the HUD ESG program for shelter and service programs and 40 percent of such funds for homeless prevention and re-housing activities as required under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act). The City will appropriate and expend CDBG funds in accordance with Council Policy 700-02 to the shelter and service programs itemized herein during the term of this MOU, contingent upon the City's Chief Financial Officer certifying availability of such funds. City and Commission acknowledge that the current rate of City funding does not cover the entire cost of the shelter and service program as currently constituted and is contingent upon the ESG entitlement amount, confirmation of other funding sources, and City Council approval during the CDBG application process. In addition, the City shall dedicate and expend revenue from the General Fund appropriated by the City Council for the purposes set forth in Section 2 of the MOU, contingent upon the City's Chief Financial Officer certifying availability of such funds. It is expressly understood the Commission may terminate this MOU upon ninety (90) days written notice to the City, if regular funding sources adequate to cover the provision of a sprung structure and social services at a level of service equal or greater than that provided by the City's winter shelter program in FY 2010 are not made available. It is expressly understood that the City will endeavor to make funds available for each Fiscal Year that this MOU is in place at a level no less than that of the previous Fiscal Year. However, if the specified level of funding is not available and/or if program elements are changed, Commission's responsibilities under the MOU will be changed accordingly as mutually agreed to by the parties in writing.

Commission's financial contribution for the programs and services covered by the MOU shall not exceed \$400,000, in addition to the \$45,000 previously referenced in Section 2, during any fiscal year during the term of this MOU. This financial contribution is intended to be separate and apart from the one-time not to exceed \$402,000 contribution the Commission has agreed to make to administer the Single Adult Downtown Winter Shelter Program for Fiscal Year 2013."

4. Section 4 of the Original MOU shall be replaced in its entirety and shall read in its entirety as follows:

"Per HUD's direction, administration of the ESG funds must remain with the City, as HUD's grantee, and the City will retain access to the Integrated Disbursement and Information System (IDIS). The City will reimburse the Commission for all approved and eligible ESG contracted activities."

5. Section 11 is added to read as follows:

"11. The Commission will adhere to an appropriate procurement process for selecting the operator of the Neil Good Day Center (Center). The City and the Commission agree that the Commission will enter into a month-to-month agreement in an amount not to exceed \$500,000 with a selected operator for FY 2013 for the operation of the Center utilizing revenue from the General Fund appropriated by the City for Fiscal Year (FY) 2013, until such time as an operator for the Center is procured using a competitive bid process which shall be done at the Commission's earliest opportunity. After issuance of the RFP the Commission, through the President and Chief Executive

Officer of the Commission, shall be authorized to enter into a contract for the operation of the Center for the balance of FY 2013 with the selected operator using the balance of the funds appropriated for FY 2013. In addition, the contract shall have four (4) one year options, in favor of the Commission, exercisable only by the Commission, to extend the services in subsequent fiscal years, dependent upon funding availability. The remaining balance of up to \$50,000 of revenue from the General Fund appropriated by the City for FY 2013 for the operation of the Center shall be expended for the Commission's staffing and administrative expenses related to such purpose. The Commission shall seek approval of the contracts with the selected operator from both the San Diego Housing Commission Board and the Housing Authority of the City of San Diego, at a Joint City Council/Housing Authority meeting at the earliest possible time, currently anticipated to be in late July of 2012. In addition, the Commission will seek the approval of the San Diego Housing Commission Board and the Housing Authority of the City of San Diego and the City Council of the City of San Diego to enter into a contract with the selected operator for the balance of FY 2013 with the contract having four (4) one year options, exercisable by the Commission, to extend services for subsequent fiscal years, dependent upon funding availability."

6. Section 12 is added to read as follows:

"12. For Fiscal Year 2013, the City shall provide an advance to the Commission of \$137,500 (\$125,000 for the operation of the Neil Good Day Center and \$12,500 for the Commission's costs in overseeing and managing such operation) and reimbursements on a quarterly basis up to the amount of \$137,500 for a total amount of up to \$550,000 to be paid to the Commission by the end of Fiscal Year 2013. The advance of \$137,500 shall be processed within thirty (30) calendar days of the execution of this Second Amendment to the MOU. Within thirty (30) calendar days of the end of each quarter, the Commission shall submit request for reimbursement (RFR) forms with supporting documentation including a request for reimbursement of the Commission's administrative expenses to the City's CDBG fiscal unit. The end of the first quarter shall be September 30, 2012; the end of the second quarter shall be December 31, 2012; the end of the third quarter shall be March 31, 2013; and, the end of the fourth quarter shall be June 30, 2013. Prior to the Commission receiving any reimbursement to the advance, the Commission must submit RFR forms with all supporting documentation to the City's satisfaction to substantiate the Commission's expenditures for the prior quarter. Within thirty (30) calendar days of receipt of the RFR forms and all supporting documentation from the Commission, CDBG staff shall review and ensure any and all expenditures are eligible based on the San Diego Housing Commission Agreement for Shelter and Services for Homeless Persons- Neil Good Day Center with Alpha Project for the Homeless or any subsequent agreement executed for Fiscal Year 2013 pursuant to the award of a competitive bid (collectively, "Neil Good Day Center Operating Agreement"). If any expenditure is deemed ineligible by CDBG staff, a disallowance form will be submitted by CDBG staff reducing the Commission's RFR payment for the subsequent quarter. The reimbursement amount of payment shall be determined by CDBG staff and will be processed by the City Comptroller's Department. CDBG staff shall notify the Commission of any disallowances by email before the Commission's receipt of the reimbursement payment. The Commission shall submit to CDBG staff any and all final documents supporting expenditures related to the operation and management of the Neil Good Day Center no later than July 31, 2013. If any disallowance is found in the last quarter's submission or if any advanced funds are remaining at year end, the Commission shall reimburse such funds to the City within fifteen (15) calendar days after the Commission is notified by CDBG staff. CDBG staff reserves the right to review, and the Commission must promptly provide at the City's request, original documents at any time during the term of the Neil Good Day Center Operating Agreement for Fiscal Year 2013."

This Second Amendment shall affect only the pages and sections and terms and conditions referred to herein. All other terms and conditions of the Original MOU as amended shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter Section 265 authorizing such execution, and by the Commission.

I HEREBY CERTIFY that I can legally bind the San Diego Housing Commission and that I have read all of this Amendment this _____ day of _____, 20__.

SAN DIEGO HOUSING COMMISSION

CITY OF SAN DIEGO

By: _____

Richard C. Gentry
President & Chief Executive Officer

By: _____

Jeffrey Baer
Director of Purchasing & Contracting

Date: _____

8.27.12

Date: _____

9/13/12

I HEREBY APPROVE the form and legality of the foregoing Amendment this _____ day of _____, 20__.

SAN DIEGO HOUSING COMMISSION

By: _____

Charles B. Christensen
Christensen & Spath LLP
General Counsel

I HEREBY APPROVE the form and legality of the foregoing Amendment this 30th day of August, 2012

JAN I. GOLDSMITH, City Attorney

By: _____

Kenneth R. So
Deputy City Attorney

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

This Third Amendment to the Memorandum of Understanding between the City of San Diego, a municipal corporation (City) and the San Diego Housing Commission, a public agency (Commission), shall become effective upon signature of both parties.

RECITALS

WHEREAS, on June 29, 2010, by Resolution No. R-305962, the Council of the City of San Diego (City Council) authorized the execution of that certain Memorandum of Understanding transferring responsibility for operation of the City's shelter and services for homeless persons from the City to the Commission effective July 1, 2010 through June 30, 2012 (Original MOU); and

WHEREAS, on June 27, 2011, the City Council adopted Resolution No. R-306884 and the Housing Authority of the City of San Diego (Housing Authority) adopted Housing Authority Resolution (HAR) No. 1527, approving the First Amendment to the MOU between the City and the Commission extending the term of the Original MOU until June 30, 2013; and

WHEREAS, the City appropriated \$550,000 in revenue from the General Fund for the operation of the Neil Good Day Center in the Fiscal Year 2013 Appropriations Ordinance; and

WHEREAS, by Resolution No. R-307656 and HAR No. HA-1564, the City Council and Housing Authority voted on July 31, 2012 to approve the Second Amendment to the MOU which, among other things, authorized the funding of the Neil Good Day Center for FY 2013 and extended the term of the Original MOU until June 30, 2014; and

WHEREAS, to ensure future funding for the operation of the Center, Commission and City staff are seeking a waiver of paragraph 16 of Council Policy 700-02 in order to have future Community Development Block Grant (CDBG) funding set aside off the top from each of the City's fiscal year allocations from HUD to assist in covering the expense of operating and overseeing the operation of the Neil Good Day Center, Cortez Hill Family Shelter, Veterans Winter Shelter, and Connections Housing Interim Bed Program without requiring any matching funds; and

WHEREAS, the Commission's CDBG funding request to the City in FY 2013 for the above-referenced homeless services and programs that the Commission administers on behalf of the City was in the amount of \$1,318,078; and

WHEREAS, pursuant to the approval of this Third Amendment to the MOU, the Commission and the City wish to amend the Original MOU to allow City staff to automatically set aside CDBG funding made available by HUD for public services each fiscal year in a total amount not to exceed \$1,318,078 to assist in covering the expense of operating and overseeing the operation of the Neil Good Day Center, Cortez Hill Family Shelter, Veterans Winter Shelter, and Connections Housing Interim Bed Program without any requirement of matching funds; and

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

1. Section 13 is added to read as follows:

“13. To the extent that Community Development Block Grant (CDBG) funds are made available to the City by HUD each year, City staff shall set aside a portion of such funds related to public services in a total amount not to exceed \$1,318,078 to assist in covering the cost of the operation of the Neil Good Day Center, Cortez Hill Family Shelter, Veterans Winter Shelter, and Housing Connections Interim Bed Program, which funding shall be contingent upon and at the discretion of the City Council each fiscal year.”

2. This Third Amendment shall affect only the pages and sections and terms and conditions referred to herein. All other terms and conditions of the Original MOU as amended shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
SHELTER AND SERVICES FOR HOMELESS PERSONS -NEIL GOOD DAY CENTER
WITH
ALPHA PROJECT FOR THE HOMELESS

Contract No. SHI-11-04

THIS AGREEMENT, entered into this first day of July 2012,

between the Commission:

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

and the Contractor:

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

101. DESCRIPTION OF WORK

Contractor shall provide services for homeless persons at the Neil Good Day Center as generally described in the specifications/scope of services attached hereto. Pursuant to the applicable provisions of the Commission's Procurement Policy, a sole source memorandum has been prepared, is executed and is on file in the office of the Commission. The Commission is entering into this Agreement as a sole source contract pursuant to that authority, pending completion of a formal request for proposals for an operator, which request for proposals is planned to be on a yearly basis with three (3) annual options to extend, in favor of the Commission, at its sole option.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Project Budget, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4
5. Workforce Report, Contract Attachment No. 5

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective July 1, 2012 and shall continue from month to month until terminated, or if not sooner terminated, shall terminate on June 30, 2013.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$500,000) and shall be distributed in accordance with the proposed Project Budget attached in Contract Attachment No. 3, for services provided on a monthly basis. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

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: (1) reference the contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the

requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

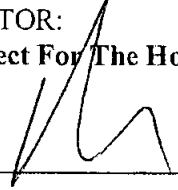
105. NOTICES

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

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

CONTRACTOR:

Alpha Project For The Homeless

By: 
Print Name: _____
Title: _____
Date: _____

COMMISSION:

San Diego Housing Commission

By:  *for - Senior Vice President*
Print Name: Jennifer Adams-Brooks
Title: Exec. VP & Chief of Staff
Date: _____

Approved as to Form:
Christensen & Spath LLP

By: 
Charles B. Christensen
General Counsel
San Diego Housing Commission
Date: 8/15/2012

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

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

203. Non-Disclosure

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

204. Conflict of Interest

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

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

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

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

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

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

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount

acceptable to the Commission during the full term of this Agreement.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority, and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(f) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

(g) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other

applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

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

210. Subcontracting

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

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

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

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is

anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

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

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

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

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

211. Assignability

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

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

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

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

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

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

214. Termination

This Agreement is a month-to-month agreement, which 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. Commission intends to procure a service provider for the Center through a competitive proposal process and will terminate this Agreement in accordance with this Section 214 upon the selection and award of an agreement to the successful respondent to this Commission's procurement.

215. 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.

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(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 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

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

223. Labor Provisions

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

224. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, a copy of which is attached to this Agreement, if applicable, at the following times:

- (a) Upon execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within 30 days after completion of the Agreement.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

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

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

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

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

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

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

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts

shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

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

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS/SCOPE OF SERVICES

Project Location and Hours of Operation

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

Basic Services

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

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

Reports and Production Goals/Results

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

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

Close Out Process

Contractor must submit a final report no later than thirty (30) days after the termination of the Agreement covering the period of time during which services are provided pursuant to this Agreement.

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

PROJECT BUDGET

CONTRACT ATTACHMENT NO. 3

Project Budget

Budget

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

CONTRACT ATTACHMENT NO. 4

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH

THE SAN DIEGO HOUSING COMMISSION

The City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, which provide Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

Alpha Project
(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce; and if requested, an acceptable Equal Employment Opportunity Plan which addresses the affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Amy Gonyeau
Name of Authorized Official

[Signature]
Signature of Authorized Official

7/3/12
Date

CONTRACT ATTACHMENT NO. 5 WORKFORCE REPORT

SAN DIEGO HOUSING COMMISSION

1122 Broadway Suite 300, San Diego CA 92101

Name of Firm: Alpha Project for the Homeless

Payroll Ending Date 6/19/12

WORK FORCE REPORT OF SAN DIEGO COUNTY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Caucasian |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Other ethnicity; not falling into other groups |
| (3) Asian, Pacific Islander | |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial									2	2		
Professional Specialty	2	1	2		1				6	5		
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical	1	3	2		1				2	3		
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving	2		1						3			
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*	25	1	6						14	1		
TOTALS EACH COLUMN	30	5	11		1	1			27	11		
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES	30	5	11		1	1			27	11		

NON PROFIT AGENCIES ONLY

President									1			
Vice President												
Secretary										1		
Board Members		1	1						1	3		
TOTALS EACH COLUMN		1	1						2	4		

Indicate the gender and minority composition of the board as required above.
Please substitute titles of officers or board members as necessary.

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers

Vehicle and Mobile Equipment Mechanics and Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction
Construction Trades, Except Supervisors
Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metallworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleaners, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services

NAME OF COMPANY: Alpha Project for the Homeless TELEPHONE: 619-542-1877

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