

**SERVICES AGREEMENT
BETWEEN THE
CITY OF SAN DIEGO**



AND

JEWISH FAMILY SERVICE

**TO PROVIDE SERVICES FOR THE EXPANDED SAFE PARKING
PROGRAM**

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Jewish Family Service, a Non-Profit Organization (JFS).

RECITALS

City wishes to retain JFS to provide services to expand the Safe Parking Program as further described in the Scope of Services (Services), attached hereto as Exhibit A.

City wants to not only aid in offering safe places for homeless individuals to sleep, but allow them access to critical assistance necessary to secure stable housing.

City wants to expand access to restroom and handwashing facilities.

JFS has the expertise, experience and personnel necessary to provide such services and equipment.

City and JFS (collectively, the "Parties") wish to enter into an agreement whereby City will give JFS funds to expand the Safe Parking Program at the JFS location (Balboa Avenue) and the Aero Drive location (Aero Drive) to provide the Services necessary to those living in their vehicles. These Services will increase the program's effectiveness specifically with regard to moving individuals out of homelessness into stable housing.

This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(b) based on Resolution No. 311331 declaring the existence of a shelter crisis in the City related to providing public facilities to mitigate the effects of the shelter crisis, including the effect the Hepatitis A outbreak has on the shelter crisis.

This Agreement is also exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3210 because the Purchasing Agent has certified that JFS is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

For good and valuable consideration, the sufficiency of which is acknowledged, City and JFS agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Services. JFS shall provide the Services as described in Exhibit A, Scope of Services, which is incorporated herein by reference.

1.2 Contract Administrator. The Purchasing & Contracting Department (Department) is the Contract Administrator for this Agreement. JFS shall provide the Services under the direction of a designated representative of the Department as follows:

Stephen Maduli-Williams, Program Manager,
Economic Development Department
1200 Third Avenue, Suite 1400

San Diego, CA 92101
(619) 236-6000

1.3 General Contract Terms and Provisions. This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 Submittals Required with the Agreement. JFS is required to submit the following forms and information before the Agreement is executed:

Contractor Standards Pledge of Compliance
Contractors Certification of Pending Actions
Work Force Report

ARTICLE II DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for a term of nine (9) months beginning October 16, 2017 through June 30, 2018. City may, in its sole discretion, extend this Agreement for four (4) additional one year period(s). Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or June 30, 2018, whichever is earliest. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay JFS for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$307,000 or the amount referenced in the Purchase Order.

3.1.1 Start Up Costs. City shall pay JFS administrative costs, in the amount of \$3,000. This is a one-time cost that the City will reimburse up to the amount indicated for each line item after JFS provides receipts, and in no case shall exceed \$3,000.

3.2 Manner of Payment. JFS will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provision specified in the Contract. JFS will provide invoices by the tenth business day of each month for services rendered in the months prior. A summary, or general ledger, is required with each monthly statement or invoice identifying all applicable costs being compensated including labor and supplies.

ARTICLE IV

AUTHORIZATION TO USE CITY-OWNED AERO DRIVE PROPERTY

4.1 Occupancy. City does hereby grant to JFS the exclusive use of the City-owned real property situated at the northwest corner of Aero Drive and Interstate 15 (APN 421-333-04),

in the City of San Diego, County of San Diego, State of California, consisting of approximately 1.21 acres, and as more particularly described on Exhibit C attached hereto and by this reference made a part of this Agreement (Premises).

4.2 Use of Premises. The Premises shall be used only for the purpose of providing a Safe Parking Program as described in the Scope of Services. Subject to the terms and conditions of this Agreement, City hereby grants permission to JFS and its officers, employees, agents and contractors to enter upon and use the Premises to provide City with the services described in the Scope of Services. City also grants permission to JFS the use of the on-site City-owned office trailer. JFS will remove or cause the removal of any abandoned vehicles at the Premises within 3 days (72 hours) of abandonment.

4.3 Governmental Approvals. By entering into this Agreement, neither City nor the San Diego City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to JFS's occupancy, use, development, maintenance or restoration of the Premises. Discretionary action includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.

4.4 No Holdover. If JFS continues to occupy the Premises after the expiration or earlier termination of this Agreement, such occupancy shall neither constitute a renewal or extension of City's permission to use the Premises, nor give JFS any rights in or to the Premises. If JFS continues to occupy the Premises after the expiration or earlier termination of this Permit, Contractor shall pay to City rent calculated on a per diem basis at the market rental rate in effect just prior to such expiration or earlier termination. City's acceptance of such rent shall neither constitute a renewal or extension of this Agreement, nor give JFS any rights in or to the Premises.

4.5 Restore and Vacate. Prior to the expiration or JFS's earlier termination of the Agreement, JFS shall restore the Premises to its condition on the Effective Date, normal wear and tear excepted, and upon such expiration or earlier termination immediately vacate the Premises. Upon City's termination of this Agreement, JFS shall immediately cease all operations on the Premises and as soon as practicable thereafter restore the Premises to its condition on the Effective Date, normal wear and tear excepted, and vacate the Premises.

4.6 Superior Interests. Permission granted to JFS to use the Premises is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights-of-way pertaining to the Premises, whether or not of record. JFS shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Premises, relative to any such superior interest.

4.7 Inspection. City may at all times enter and inspect the Premises.

4.8 Improvements/Alterations. JFS shall not make or cause any improvements, changes or alterations to be made to the Premises, without prior written City approval.

4.9 Maintenance of the Premises. JFS shall maintain the two offices in the City-owned on-site office trailer in a neat, clean, safe and sanitary condition. JFS shall keep the on-site trailer free and clear of rubbish, debris and litter at all times.

JFS shall not allow any person to clean or perform any mechanical work, including on any vehicles, within the Premises.

In portions of the Premises that do not have existing concrete or asphalt, JFS shall continuously maintain a rock substrate of decomposed granite over the Premises to City's reasonable satisfaction.

JFS shall install and maintain drip pans below each vehicle and any machinery stored on the Premises.

JFS shall ensure that debris and material scraps are not allowed to accumulate in the Premises. JFS shall keep Premises free and clear of rubbish, debris and litter at all times.

Notwithstanding anything to the contrary in this Agreement, JFS shall, at JFS's sole cost and expense, and to City's satisfaction, maintain the Premises in good order and repair and in a safe, healthy and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from JFS's performance of the Scope of Services and authorized use of the Premises. City shall at no time during the Term of this Agreement be required to make any improvements or repairs to the Premises. JFS shall keep the Premises free and clear of weeds and brush as reasonably directed by City and to City's reasonable satisfaction.

4.10 Security and Safety of Premises. JFS shall bear sole responsibility for the security and safety of its activities and property kept at the Premises. JFS shall be responsible for the routine maintenance, cleanup, and securing of the Premises, as appropriate, to ensure security and safety of the Premises. JFS shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at JFS's sole cost and expense, with respect to maintaining the Premises in a safe and secure manner during the Term. City has no obligation to provide oversight of the Premises or staffing or resources for the maintenance of the Premises during the Term.

4.11 Utilities and Services. The City shall provide power and water at the Aero Drive location, as determined in the scope of services (Exhibit A). JFS is responsible for insuring that all gray water and sewage is handled appropriately by contracted vendor responsible for servicing of portable restroom facilities.

4.12 Disabled Access Compliance. JFS shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code"); the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. JFS's compliance shall include without limitation the following:

JFS shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs and termination of employment;

No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs or activities of JFS;

JFS shall post a statement addressing the requirements of the ADA in a prominent place at the work site;

Where required by law, JFS shall, at JFS's sole cost in conformance with all applicable codes and accessibility regulations, comply with applicable disabled-access requirements by making accessible any areas of the Premises which deny access to disabled persons;

JFS shall include language in each sublicense agreement, if any, indicating the sub-licensee's agreement to abide by the foregoing provision; and,

JFS and each of its sub-licensees shall be individually responsible for their own ADA compliance program. JFS's failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Agreement.

4.13 Contractor's Risk. JFS shall bear all risks and liability arising out of or in any manner directly or indirectly connected with JFS's use or occupancy of the Premises and any damages to the improvements on, under or in the vicinity of the Premises resulting directly or indirectly thereby.

4.14 Encumbrances. JFS shall keep the Premises and any City-owned property of which the Premises is a part free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Agreement or Contractor's occupancy, use, development, maintenance or restoration of the Premises. Contractor shall protect, defend, indemnify, and hold City harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Premises, including without limitation JFS's failure or the failure of any contractor or subcontractor hired by JFS to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

4.15 Hazardous Substances. JFS shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substance or otherwise regulated substances in, on, under or from the Premises. Except for as to the Scope of Services, JFS and JFS's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Premises without City's prior written consent. JFS shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

4.16 Release. For all purposes of this Agreement, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of Hazardous Substances.

4.17 Hazardous Substances. For all purposes of this Agreement, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

4.18 Remediation. If JFS's occupancy, use, development, maintenance, or restoration of the

Premises ("Contractor's Operations") results in a release of a Hazardous Substance, JFS shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

4.19 Removal. If JFS or JFS's contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances to the Premises, JFS and/or JFS's contractor or agent shall remove all Hazardous Substances in any type of container, equipment, or device from the Premises immediately upon or prior to the expiration or earlier termination of this Agreement. City reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Premises. JFS shall be responsible for any and all costs incurred by City to remove any container, equipment, or device requiring disposal or removal as required by this provision.

4.20 Storm Water Pollution Prevention Program. JFS shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the City's Jurisdictional Runoff Management Plan, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

JFS shall comply with the City's Jurisdictional Runoff Management Plan encompassing City-wide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City's City Council on July 1, 2015, via Resolution No. 309791, as may be amended.

JFS shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

4.21 Acceptance of Premises. By signing this Permit, JFS represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Premises and its suitability for the Scope of Services. JFS further represents and warrants that it is not relying on any representation by City as to the condition of the Premises or its suitability for the Scope of Services, and that JFS is relying solely on its own and independent inspections, tests, investigations and observations of the Premises in entering into this Agreement. JFS accepts the Premises in its current condition. JFS acknowledges and agrees that unless set forth in this Permit, City has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Premises at any time either prior to, on or after the Effective Date. JFS shall not hold City responsible for any defects in the Premises. JFS accepts and assumes all risk of harm to all persons and property, including without limitation JFS's employees, from any defects in the Premises, and shall be solely responsible therefore.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. This Agreement and its exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided. The exhibits are as follows:

Exhibit A - Scope of Services

Exhibit B - General Terms and Provisions

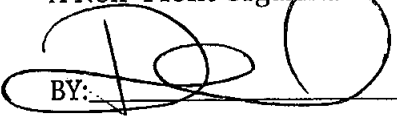
Exhibit C - Description of Aero Drive and Interstate 15 (APN 421-333-04)

Exhibit D - Definitions

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

IN WITNESS WHEREOF, this Agreement is executed by City and JFS acting by and through their authorized officers.

JEWISH FAMILY CENTER
A Non-Profit Organization

BY: 

Print Name: Dana Toppe
~~Purchasing & Contracting Department~~ COO

Date: 12/22/17

CITY OF SAN DIEGO
A Municipal Corporation

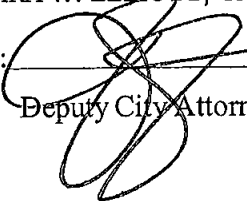
BY: 

Kristina Peralta, Director

Date: 1/5/2018

Approved as to form this 10 day of
January, 20 18.

MARA W. ELLIOTT, City Attorney

BY: 

Deputy City Attorney

EXHIBIT A SCOPE OF SERVICES

A. OVERVIEW

The City is partnering with the Jewish Family Services, a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code, to expand the Dreams for Change Safe Parking Program (Safe Parking Program) at two locations in the San Diego area of District Six. One, at their existing facility located at Balboa Avenue and the other, on City-owned property located at Aero Drive. Services are scheduled to begin, with the City's partnership, on December 1, 2017 (FJS) and includes expansion of the Aero Drive site. This program will provide not only a safe place for homeless individuals to sleep, it will also provide access to critical assistance necessary for these individuals to secure stable housing. The expansion of the Safe Parking Program and partnership with Jewish Family Service JFS should increase the percentage of individuals and families that become housed through more comprehensive services and staff support.

The JFS site is located at 8804 Balboa Avenue, San Diego 92123.

The Aero Drive site is located at 9882 Aero Drive, San Diego, 92123.

Safe parking shall operate daily from 6:00 p.m. through 7:00 a.m. Staff is required to be on-site between the hours of 5:30 p.m. to 7:30 a.m.

B. REQUIREMENTS AND TASKS

Contractor shall provide services that include, but are not limited to, the following:

- Assessment, Intake and Referrals
- Case Management Services
- Housing Navigation Services
- Programming of Daily Operations
- Equipment Rental
- Program Coordination
- Data Entry
- Program Oversight and Fiscal Compliance
- Performance Outcomes

Each of the above-mentioned requirements are detailed in Section C (Contractor Responsibilities).

C. CONTRACTOR RESPONSIBILITIES

1. *Assessment, Intake and Referrals*

Utilizing the Homeless Management Information System (HMIS) the Contractor will participate in the Coordinated Entry System (CES) as established by 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 Program residents, when appropriate; and

- Participation in Housing Navigation, Case Conferencing or other integral components of CES

2. *Case Management Services*

Case managers will provide supportive services to individuals who are clients of the program. The Case Manager will work on a team and will provide individualized client support by helping each client develop a plan to address their individual needs, increase their income as well as to obtain and sustain permanent housing. Once housing is secured, the case manager will be responsible for providing home visits, facilitating group activities and resource linkages to assist with reintegration into the community.

The position is expected to use evidence-based practice models such as Trauma Informed Care, Motivational Interviewing, and Harm Reduction and focus on the following:

- Facilitate group interactions for program participants such as weekly educational groups, support groups, social events.
- Assist residents to develop, set, and achieve personal objectives as related to HUD's primary focus relating to housing stability, skills and income, and self-determination.
- Maintain client charts according to agency policy and in compliance with HUD and other reporting mandates. Record all interactions with residents that are related to their service plan goals, housing status, and all major life events/changes.
- Maintain and input data into the Homeless Management Information System (HMIS) data.
- Work in conjunction with service partners and assist in coordinating care through multiple service agencies.
- Assist in building a sense of "community" in the program by reducing resident's tendency to isolate and encourage networking among residents/use of natural supports.
- Be available to handle emergency situations if they arise. Situations can include individual emergencies/crisis's and situations that involve the program as a whole.
- Other duties as assigned

3. *Housing Navigation Services*

Housing Navigators are responsible for efficiently navigating individuals matched to housing resources through the match-to-lease-up process. The Housing Navigator is responsible for preparing housing applications and any documentation submitted to the Housing Authority, Permanent Supportive Housing providers, or private landlords on behalf of their program-enrolled clients as well as coordinating client move-ins. Other responsibilities are as follows:

- Conduct initial and ongoing assessment of client needs and progress.
- Work with clients to get them housing ready such as obtaining documents, ID and income verification.
- Work with providers through the Coordinated Entry System (CES) to ensure clients are connected to the appropriate housing resources.
- Maintain client charts according to agency policy and in compliance with HUD and other reporting mandates. Record all interactions with residents that are related to their housing plan goals, housing status, and all major life events/changes.
- Conduct regular case management meetings.

- Perform crisis intervention.
- Refer clients, as appropriate to their individual needs, to outside resources (e.g. medical, dental, mental health, legal social services, veterans' benefits, etc.)
- Interface with other staff as appropriate regarding client needs and progress.
- Maintain all required documentation in HMIS database.
- Participate in weekly case conferring as appropriate.
- Other duties as assigned.

4. *Program Daily Operations*

The contractor is expected to provide the staffing, supplies and administrative support necessary for day to day operations. This includes but is not limited to:

- Adequate staffing with appropriate on-going training for service delivery and data analysis.
- Staffing through the duration of the programs operating hours to ensure a safe environment at the Program.
- Point- of- contact for clients, volunteers, and others who may come in contact with the Safe Parking Program.
- Designated point-of-contact who is available at all times to address issues that may arise at the Safe Parking Program and coordinate security issues with the San Diego Police Department.
- Appropriate policies and procedures for Safe Parking Program operations including intake, low barrier rules, and various means for clients to provide input into the Safe Parking Program.
- Data entry, analysis and reporting in the RTFH-approved HMIS of all Safe Parking Program activities.
- Site control
- Janitorial services
- Waste removal and disposal
- Provide secure entry/exit for clients monitored by staff.
- A fire escape emergency plan, approved by the City's Fire Marshal
- Upon the Safe Parking Program closing date, which shall be in the sole discretion of the City, the Contractor shall return any and all City procured equipment, less normal wear associated with operating the Safe Parking Program, to the storage site identified by the City and remove all such items from the site.
- Upon the Safe Parking Program closing date, the Contractor shall return the site to the same condition as received.
- Any other services as set forth in the scope of services and/or operating contract

5. *Equipment Rental*

Contractor shall rent portable restrooms and handwashing stations for each site. Contractor is responsible for the following tasks in order to maintain safe and sanitary facilities:

- Routine replacement of operating supplies such as toilet paper, feminine hygiene products, and hand soap
- Routine maintenance and repair of the equipment

6. *Program Coordination*

Contractor shall coordinate all programs for clients which includes: supervising program staff, interns and volunteers, maintaining client intakes, assigning potential clients to available site and gathering data on program demographics and outcomes.

7. *Data Entry*

Contractor shall record all data (client information and outcomes) in the Homeless Management Information System (HMIS) system for reporting, comparison and review.

The City of San Diego will be listed as a program administrator once the program has been enrolled in HMIS and registered with the RTFH.

8. *Program Oversight and Fiscal Compliance*

The Safe Parking 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. Contractor shall adhere to all Continuum of Care and Regional Task Force on the Homeless (RTFH) performance standards and requirements including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System.

Additionally, the Safe Parking Program will participate in the Coordinated Entry System (CES) Assessment Tool. This service delivery model helps the Program to:

- Serve the community's most vulnerable individuals from each of the intervention categories;
- Move clients into the most appropriate housing of their choice; and
- Meet client needs as quickly as possible.

The following criteria may not be used to determine program eligibility and continued stay:

- Sobriety and/or commitment to be drug-free;
- Requirements to take medication if the resident has a mental illness;
- Participation in religious services or activities;
- Participation in drug treatment services (including NA/AA);
- Payment or ability to pay; nor
- Identification.

Coordinated Entry System (CES)

Contractor will participate in CES as established by 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 Program residents, when appropriate; and
- Participation in Housing Navigation, Case Conferencing or other integral components of CES.

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

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

Contractor shall provide programmatic and fiscal oversight to their subcontractor, Dreams for Change, for operation of the Aero Drive safe parking expansion.

9. Performance Outcomes

The contractor is expected to track and report to the City, on a monthly basis, the following performance metrics;

Performance Outcome	Measure	Goal
Clients Served	The number of non-duplicated clients served through the program	Reporting Only
Client Demographics	Non identifiable client statistics	Reporting Only
Duration of Stay	Average length of stay	TBD
Exits	Number of positive/negative client exits	TBD
Recidivism	Number of exited clients that return to a shelter	TBD
Increased Income	Number of clients that have increased income upon exiting the program	TBD
Resource Utilization	Occupancy Rate	TBD
Data Quality	Data entry and monthly reports are completed in full and on time	TBD
Client Satisfaction	Client feedback survey	Reporting Only

As to the Performance Outcomes marked "TBD," City shall insert a performance metric after it has collected the first 90 days of data from the program. The City will use that data to establish reasonable goals for the program.

Within 120 days of this agreement being in place, an amendment to this agreement shall be initiated to memorialize the agreed upon performance metrics between JFS and the City.

D. CITY'S ROLES AND RESPONSIBILITIES

The City will provide an office space (trailer) at the Aero Drive location. JFS must comply with the City's authorization to use City-owned Aero Drive property in accordance with Article IV specified in the Contract. The City will reimburse JFS for electricity and water used at the Aero Drive site upon submission of an invoice to City.



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I

SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II

CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and conditions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and conditions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract,

Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Deductibles/Self Insured Retentions. All deductibles on any policy shall be the sole responsibility of Contractor and shall be disclosed to City at the time the evidence of insurance is provided. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and conditions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and

employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all

continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

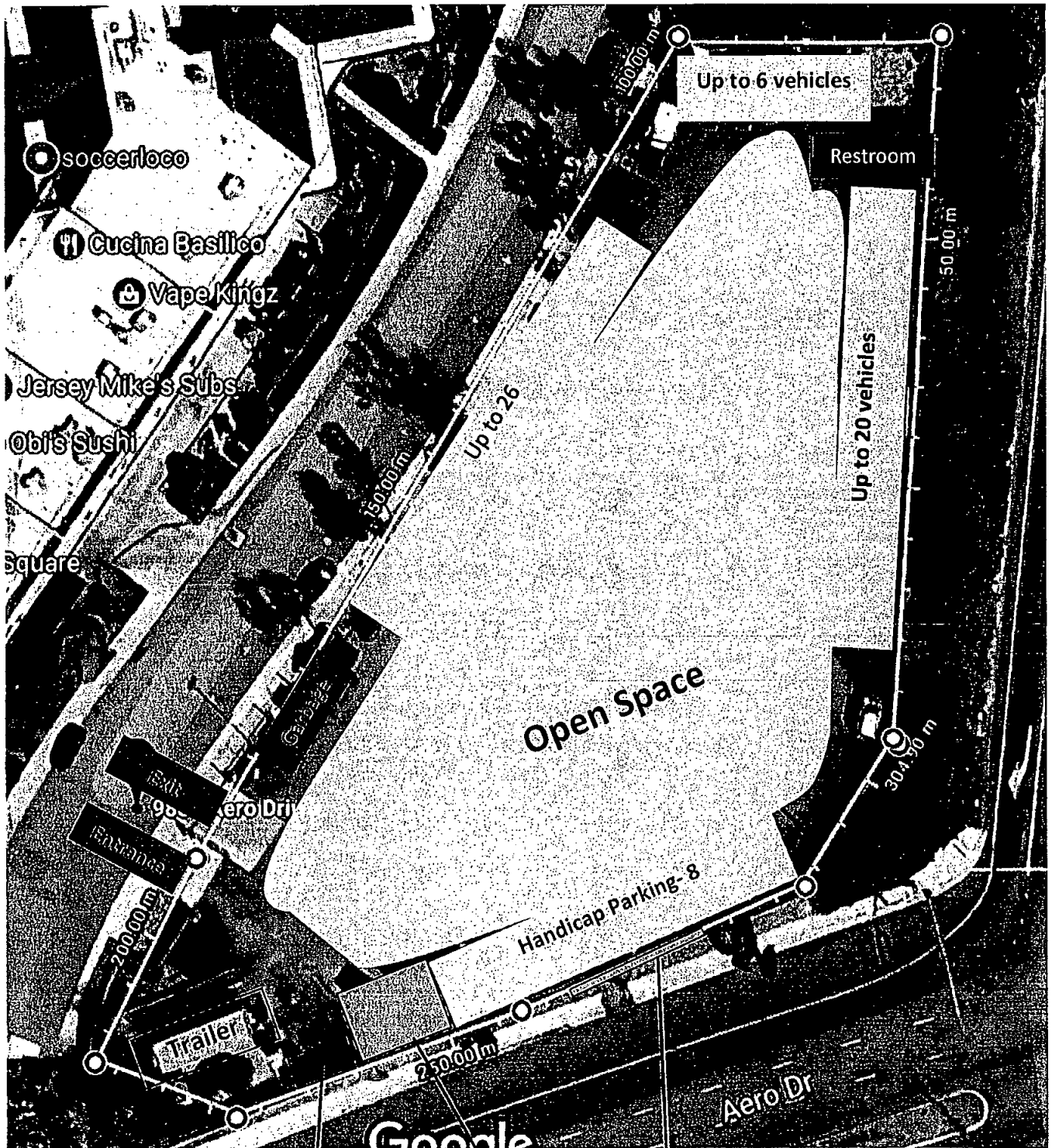
13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Safe Parking Plot Map-9882 Aero Drive



Restrooms
2 Porta Restrooms and hand
washing station at each
identified location

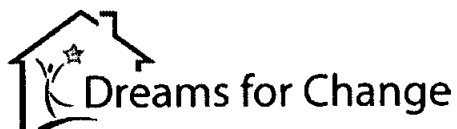
Safe Parking Banner

**Canopy for meals and
group gatherings**

TERM	DEFINITION
2-1-1 San Diego	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Chronically Homeless	A “chronically homeless” individual is an individual with a disability who lives either in a place not meant for human habitation, a safe haven, in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90-days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven. Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless. https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf
Continuum of Care	The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness. https://www.hudexchange.info/programs/coc/
Coordinated Entry System	The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless. The needs of homeless individuals are determined by information they provide for the Common Assessment tool, which consists of the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and additional questions tailored to specific needs. Information from this assessment is entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention. http://www.rtfhsd.org/wp/wp-content/uploads/2016/12/CAHP-Policies-and-Procedures.pdf https://www.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf https://www.hudexchange.info/resources/documents/Notice-CPD-17-01-Establishing-Additional-
Critical Incident Report	A “Critical Incident” is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the Safe Parking Program.
Harm Reduction	Set of practical strategies and ideas aimed at reducing negative consequences associated with drug and alcohol use. Harm Reduction is also a movement for social justice built on a belief in, and respect for, the rights of people who use drugs and alcohol. http://harmreduction.org/about-us/principles-of-harm-reduction/

Homeless	A person is considered homeless if he or she: • Lacks a fixed, regular, and adequate nighttime residence; or • Has a primary nighttime residence that is a public or private place not meant for human habitation; or • Living in a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, transitional housing, or by federal, state, and local government programs); or • An individual living in a safe haven; or • Is exiting an institution where (s)he has resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. https://www.hudexchange.info/resources/documents/HEARTH_HomelessDefinition_FinalRule.pdf
Homeless Assistance Standards	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego. http://www.rtfhsd.org/wp-content/uploads/2017/07/Governance_Docs_Community-Standards_Final_May-2017.pdf
Homeless Emergency Assistance and Rapid Transition to Housing Act	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs. https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/
Homeless Management Information System	The information system designated by the Regional Task Force on the Homeless to comply with the federal HUD data standards for managing information of persons experiencing homelessness. https://www.hudexchange.info/programs/hmis/ http://www.rtfhsd.org/hmis/
Housing First	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.
McKinney-Vento Act	The McKinney-Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs. https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html
Motivational Interviewing	Motivational interviewing is a psychotherapeutic approach that attempts to move an individual away from a state of indecision or uncertainty and towards finding motivation to making positive decisions and accomplishing established goals.
Permanent Housing	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing. https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/

Regional Task Force on the Homeless	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego.
Trauma Informed Care	Trauma-Informed Care and Practice is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and clients, and that creates opportunities for clients to rebuild a sense of control and empowerment. https://www.samhsa.gov/nctic/trauma-intervention
Vulnerability Index – Service Prioritization and Decision Assistance Tool	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first and an initial recommendation for the most appropriate housing intervention.



Moving Forward Together

**Summary of
the Current and Expanded Safe Parking Program
in Council District 6**

Both Sites: JFS (Balboa Ave) and Satellite (Aero Drive, Kearny Mesa)

JFS Site (Balboa Avenue) <i>and</i> Satellite Site (Aero Drive, Kearny Mesa)	Current Program	Expanded Program (includes Current Program)
Total Number of Vehicles	40 vehicles	120 vehicles
Total Number of Individuals	Approximately 50 to 60 individuals	Approximately 180 to 220 individuals
Implementation Timeline (for expansion, post funding)	n/a	Approximately 2 weeks

Outcomes	36% of individuals placed into housing	60% of individuals placed into housing
Financial and In-Kind Support from JFS	In-Kind Support of \$20,000	Financial and In-Kind Support of \$70,000
Total Project Cost for the Expanded Safe Parking Program: \$351,160.48		

**Summary of
the Current and Expanded Safe Parking Program
in Council District 6**

JFS Site (Balboa Ave)

JFS Site (Balboa Avenue)	Current Program	Expanded Program (includes Current Program)
Number of Vehicles	40 vehicles	60 vehicles
Number of Individuals	Approximately 50 to 60 individuals	Approximately 90 to 110 individuals
Implementation Timeline (for expansion, post funding)	n/a	Approximately 2 weeks

Satellite Site (Aero Drive, Kearny Mesa)

Satellite Site (Aero Drive, Kearny Mesa)	Current Program	Expanded Program (no Current Program)
Number of Vehicles	n/a	60 vehicles
Number of Individuals	n/a	Approximately 90 to 110 individuals
Implementation Timeline (for expansion, post funding)	n/a	Approximately 2 weeks

Budget for the Safe Parking Program in Council District 6

Current Program & Expansion Costs

Current Program

Dreams for Change (DFC) currently operates a Safe Parking Program for an average of 40 vehicles and approximately 50 to 60 individuals each night in the parking lot of Jewish Family Service's (JFS) Joan and Irwin Jacobs Campus at 8804 Balboa Avenue in Kearny Mesa. DFC provides limited case management services each evening for those living in their vehicles. JFS provides these clients with food assistance, access to a bathroom and shower facility, along with access to other employment and more comprehensive case management services and financial assistance that support clients on their path to securing stable housing as current capacity allows.

The Dreams for Change Safe Parking Program is cost effective, and disrupts poverty and homelessness for individuals and families who are often employed and/or in school, and find themselves homeless for the first time ever. **The program is underfunded at this time creating concerns about the programs continued financial sustainability and existence.**

Expanded Safe Parking Program at the JFS Joan & Irwin Jacobs Campus and a Satellite Site

As a response to Councilmember Cate's September 12, 2017 Memorandum that outlined recommendations for addressing San Diego's homelessness crisis, DFC and JFS are pleased to share the following budget information, which will enable an expansion of the current Safe Parking Program at the Balboa Avenue location and a satellite site. There are also program enhancements included in this document that would increase the program's effectiveness specifically with regard to moving individuals out of homelessness into stable housing.

The existing Safe Parking Program serves 40 vehicles and approximately 50 to 60 individuals per night. The budget found on the following page reflects costs associated with expanding the program by 20 vehicles and approximately 40 to 50 individuals (a maximum total of 60 vehicles and 110 individuals, with no less than 150 unduplicated individuals annually). Families, single women, and older adults will be prioritized in the expansion, which is why the number of individuals would increase. Staff will utilize the Coordinated Entry System in addition to outreach to housing providers as part of this effort.

Budget for the Safe Parking Program in Council District 6

Current Program & Expansion Costs

In addition, the budget found on page six reflects the costs required to add a satellite Safe Parking Program location in Kearny Mesa for a total of 60 vehicles and approximately 90 to 110 individuals on a nightly basis, and no less than 115 unduplicated clients annually.

Outcomes

Last fiscal year, a total of 36% of participants (36 individuals) in the Dreams for Change Safe Parking Program¹ obtained permanent housing and an additional 13% of participants (13 individuals) entered a shelter program.

The expanded program is expected to increase housing placement numbers to a total of 60% of program participants (132 individuals). This increase will be achieved through the efforts of the Housing Specialist who will assist participants with navigating the complex housing landscape in San Diego. The Housing Specialist will assist individuals identify potential housing in addition to accompanying them on their housing placement interviews. With the addition of the Parking Lot Attendant/Intake Specialist, the Case Managers will be able to work more closely with participants on addressing the systemic issues that led to their homelessness including family issues, income/employment challenges, along with other challenges central to homelessness. Both the Housing Specialist and the Case Manager will employ diversion interventions, including assisting individuals with identifying immediate alternate housing arrangements (potentially with family and/or friends), and conflict resolution services when appropriate.

JFS Site/Balboa Avenue Site Safe Parking Program – Annual Budget

The following is the budget and accompanying narrative to expand the Dreams for Change Safe Parking Program on JFS's Joan & Irwin Jacobs Campus at 8804 Balboa Avenue illustrating costs currently covered by Dreams for Change and the additional costs to expand the program and increase the program's effectiveness specifically with regard to moving individuals out of homelessness into stable housing.

¹ Outcomes are from both Dreams for Change Safe Parking lots in current operation

Budget for the Safe Parking Program in Council District 6
Current Program & Expansion Costs

JFS Site/Balboa Ave			
Expense	Current Cost	Expansion Costs	Total Costs
Personnel			
Case Managers	\$17,160	\$17,160	\$34,320
Program Coordinator	\$11,960	\$11,960	\$23,920
Lot Attendant/Intake Specialist		\$28,080	\$28,080
Housing Specialist		\$50,000	\$50,000
Benefits (Health & Fringe: WC, SUI, and FICA)			
@ 24%	\$6,988.80	\$25,728	\$32,716.80
Subtotal Personnel and Benefits	\$36,108.80	\$132,928	\$169,036.80
Program Expenses			
Equipment Rental	\$14,749.68	\$9,002.04	\$23,751.72
Phone and Internet	\$540	\$540	\$1,080
Program Supplies	\$1,000	\$800	\$1,800
Client Financial Assistance	\$500	\$500	\$1000
Insurance (general and liability)	\$450	\$100	\$550
Subtotal Program Expenses	\$17,239.68	\$10,942.04	\$28,181.72
Total JFS Site/Balboa Avenue Cost	\$53,348.48	\$143,870.04	\$197,218.52
Individuals Served	Approx. 50 to 60 individuals	Approx. 40 to 50 individuals	Approx. 90 to 110 individuals
Cost per Individual/annually	\$889	n/a	\$1793

Budget for the Safe Parking Program in Council District 6

Current Program & Expansion Costs

Budget Narrative for Balboa Avenue Expansion

Personnel

- **Case Manager**

The current program has 1 part-time Case Manager @ 22hrs/week @ \$15/hr;

Expansion would require an additional part-time Case Manager at 22hrs/week @ \$15/hr

Onsite Case Managers provide individuals and families with advocacy and information and referral services. Case Managers' responsibilities include set up and break down of nightly program operations, intake and assessments, client service plan development, resources and referrals, employment development support, basic financial education, outcomes and data management into HMIS system, and follow-up with participants who have exited the program.

- **Program Coordinator**

The current program has 1 part-time Program Coordinator who works 10 hours a week @ \$23/hr;

Expansion would require an additional 10 hours of Program Coordinator time at the same rate.

The Program Coordinator provides oversight of program operations, case managers, support staff, interns and volunteers. The Program Coordinator's responsibilities include assigning potential clients to program site for enrollment, managing wait lists when applicable, attending community meetings, working with community partners for client services, and collecting and reporting data to ensure compliance and attainment of program goals and objectives.

- **Housing Specialist:**

1 Full Time @ 40hrs/week @ \$25/hr.

The Housing Specialist will assist individuals identify potential housing in addition to accompanying individuals on their housing placement interviews.

- **Lot Attendant/Intake Specialist**

Current program does not have this position

Expansion: 2 Part Time at 20hrs/week @ \$13.50/hr

The onsite Lot Attendant/Intake Specialist would provide support to the Case Manager specifically as it relates to intakes, compiling data into the Coordinated Intake System/HMIS and with general management of individuals residing in the Safe Parking Program. This role would be similar to that of a property manager.

Budget for the Safe Parking Program in Council District 6

Current Program & Expansion Costs

Program Expenses

- **Equipment Rental**
In addition to indoor bathroom and shower facilities that are available for client use from the hours of 6:00-9:00 pm, an additional portable toilet and a handwashing facility will need to be rented and housed in the parking lot for the new Safe Parking Program clients.

Program Supplies

- Toilet paper, towels, and office supplies to support daily operations and client services

Cost per Individual

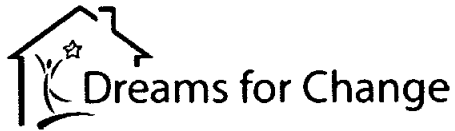
This was calculated by dividing the annual budget by the maximum approximate individuals served.

JFS Support

JFS is pleased to provide in-kind support increasing the effectiveness of the Dreams for Change Safe Parking Program on Balboa Avenue, and the Satellite Site outlined below, to ensure the program succeeds in moving individuals and families out of homeless and into stable housing as quickly as possible. In addition to the JFS funded items outlined below, JFS is actively pursuing funding for a full-time Housing Specialist to support the Dreams for Change clients. The Housing Specialist budgeted in this document would be an additional Housing Specialist to support both sites (Balboa and the satellite site in Kearny Mesa). The support from JFS has a value of more than \$70,000 combined financial and in-kind support.

JFS-funded items include:

- **Targeted financial assistance for clients** to assist with security deposits, car repairs, and other costs related to moving out of homelessness;
- **Supplemental case management** related to employment and workforce development and domestic violence;
- **Access to fresh and non-perishable food** at the JFS Corner Market, and coordinated dinners from community groups; and
- **Use and maintenance of the JFS parking lot**, conference rooms and offices including utilities and cleaning.



Moving Forward Together

Budget for the Safe Parking Program in Council District 6

Current Program & Expansion Costs

Satellite Site (Aero Drive, Kearny Mesa) Safe Parking Program Expansion – Annual Budget

The following is the proposed budget and accompanying narrative for the expansion of the Dreams for Change Safe Parking Program for 60 vehicles and 90-110 individuals at a new parcel in the Kearny Mesa community. This location would leverage the services at the main site on Balboa Avenue, including the Housing Specialist.

Please note: The satellite location leverages the Balboa Avenue location and therefore it is not possible to add a satellite site without expanding the Balboa Avenue location.

Satellite Site (Aero Drive, Kearny Mesa)	
Expense	Expansion Costs
Personnel	
Case Managers	\$58,500
Program Coordinator	\$23,920
Lot Attendant/Intake Specialist	\$19,656
Benefits (Health & Fringe: WC, SUI, and FICA)	
@ 24%	\$24,498.24
Subtotal Personnel and Benefits	\$126,574.24
Program Expenses	
Equipment Rental	\$23,751.72
Phone and Internet	\$1,600
Program Supplies	\$1,200
Client Financial Assistance	\$500

Budget for the Safe Parking Program in Council District 6

Current Program & Expansion Costs

Insurance (general and liability)	\$316
Subtotal Program Expenses	\$27,367.72
Total Satellite Location Cost	\$153,941.96
One Time Equipment Cost (Tables, Chairs, Printer)	\$2500
Individuals Served	Approx. 90 to 110 individuals
Cost per Individual/annually	\$1,399

Budget Narrative for Satellite Expansion

Personnel

- Case Manager: 3 Part Time @ 25hrs/week @ \$15/hr.

Onsite Case Managers provide individuals and families with advocacy and information and referral services. Case Managers' responsibilities include set up and break down of nightly program operations, intake and assessments, client service plan development, resources and referrals, employment development support, basic financial education, outcomes and data management into HMIS system, and follow-up with participants who have exited the program.

- Program Coordinator: 0.50 FTE @ 20hrs/week @ \$23/hr.

The Program Coordinator provides oversight of program operations, case managers, support staff, interns and volunteers. The Program Coordinator's responsibilities include assigning potential clients to program site for enrollment, managing wait lists when applicable, attending community meetings, working with community partners for client services, and collecting and reporting data to ensure compliance and attainment of program goals and objectives.

- Lot Attendant/Intake Specialist: 1 Part Time at 28hrs/week @ \$13.50/hr.

The onsite Lot Attendant/Intake Specialist would provide support to the Case Manager specifically as it relates to intakes, compiling data into the Coordinated Intake System/HMIS and with general management of individuals residing in the Safe Parking Program. This role would be similar to that of a property manager.

Budget for the Safe Parking Program in Council District 6
Current Program & Expansion Costs

Program Expenses

- Equipment Rental

Three portable toilets and two handwashing stations will be rented and housed in the parking lot for all Safe Parking Program clients.

- While not included in this budget, depending on the site, there may be the need for a work trailer from which to coordinate the program and meet one-on-one with clients to provide targeted services to support their move to stable housing. This cost of this rental could range from \$6,000-8,000 per year.

Program Supplies

- Toilet paper, towels, and office supplies to support daily operations and client services

Our Request

In response to recent conversations with both the office of Councilmember Cate and Mayor Faulconer, Dreams for Change and Jewish Family Service respectfully request funding of **\$351,160.48** to cover the cost of the expanded Safe Parking Program at both the JFS (Balboa Ave) and Satellite (Aero Drive, Kearny Mesa) sites. This program will provide not only a safe place for homeless individuals to sleep, it will also provide access to critical assistance necessary for these individuals to secure stable housing.

Purchasing and Contracting Department
City of San Diego

**REQUEST AND CERTIFICATION TO ENTER INTO A NON-PROFIT OR AGENCY AGREEMENT
UNDER SAN DIEGO MUNICIPAL CODE (SDMC) §22.3210**

To: Purchasing and Contracting Director or Designee

From:	Matthew Helm	Deputy Director	Purchasing & Contracting
	Name	Title	Department

Date: October 4, 2017

1. Non-Profit Organization or Agency:
Jewish Family Services
2. Services and/or goods to be provided. Include scope of work, time, and cost:
Expansion of a safe-parking program that has been successful at the JFS campus and being brought to Aero Drive (City property) via their partnership with Dreams for Change. The safe-parking program is a structured program where nightly "safe" parking options exist and clients have access to program services, including working towards permanent or transitional housing options. The program, in it's first year, will not exceed &357,000.
3. Describe the specific public policy the proposed agreement will further:
The emergency declaration that there is a homelessness crisis in the City of San Diego was made in October of 2017. The safe parking program sites provides options for those that are situationally homeless a structures, safe environment and access to services that can lead to permanent housing opportunities.
4. Describe how the proposed agreement will serve the public's interest :
The proposed agreement serves the public interests by providing a safe place for these at-risk individuals to stay and receive services such as shower facilities, meals and access to service providers.
5. Will the proposed agreement exceed \$1,000,000 per fiscal year?
☐Yes ☒No
6. Will the Non-Profit Organization or Agency agree to direct supervision of the workers?
☒Yes ☐No
If no, please explain.
7. Will the Non-Profit Organization or Agency agree to provide workers' compensation insurance for the workers?
☒Yes ☐No
If no, please explain.

8. Will the Non-Profit Organization or Agency agree to indemnify, protect, defend, and hold the City harmless against any and all claims alleged to be caused or be caused by any act or omission of the worker or agency employee?

☒ Yes

☐ No

If no, please explain.

REVIEWED:


Department Director or Designee

10/6/2017
Date

Reason(s) for denial:

9. Purchasing Department Comments:

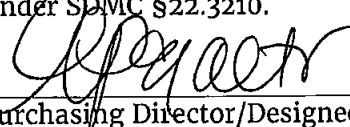
THE AGREEMENT W/ OFS WAS A COLLABORATIVE EFFORT BETWEEN READ, THE MAYOR'S OFFICE & THE CITY ATTORNEY. ITS STRUCTURE COMPLIES W/ THE GUIDELINES AS PRESENTED IN 22.3210 AND THEREFORE DOES NOT REQUIRE EMERGENCY ACTION BE TAKEN. 

Procurement Contracting Officer:

Date

- ☒ Based on the information above and attached (as applicable), this request is approved. The requesting department must submit a copy of this certification to Purchasing and Contracting to execute an agreement with a non-profit organization or agency under SDMC §22.3210.

APPROVED:


Purchasing Director/Designee under SDMC
§22.3210

10/6/2017
Date

DENIED:

Purchasing Director/Designee under SDMC
§22.3210

Date

Reason(s) for denial: