CITY OF SAN DIEGO

PUBLIC PURPOSE LICENSE

THIS CITY OF SAN DIEGO PUBLIC PURPOSE LICENSE ("License") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and St. Vincent de Paul Village, Inc. dba Father Joe's Villages, a California 501(c)3 public charity non-profit corporation ("LICENSEE"), to be effective March 9, 2021 when signed by the parties and approved by the San Diego City Attorney (the "Effective Date").

RECITALS

A. CITY is the owner of that certain property San Diego Community Concourse located at 202 C Street, San Diego, California 92101.

B. On February 14, 2020, the San Diego County Public Health Officer issued a Declaration of Local Health Emergency, pursuant to California Health and Safety Code section 101080, as a result of the international COVID-19 pandemic. Additionally, on February 14, 2020, pursuant to California Government Code sections 8630-8634 (Emergency Services Act), the Chief Administrative Officer, serving as the County of San Diego Director of Emergency Services and as the Coordinator of the Unified San Diego County Emergency Services Organization, issued a Proclamation of Local Emergency regarding COVID-19. On February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency. On March 12, 2020, the City of San Diego proclaimed that a local emergency currently exists, and has existed since February 14, 2020, due to the continued threat of spread of the COVID 0-19 virus. The Emergency Services Act allows the County and City to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements therefor.

C. On March 25, 2019, the City of San Diego adopted Resolution R-312284 declaring a shelter crisis. Under California Government Code section 8698.4, the CITY has the authority to suspend the Conditional Use Permit ("CUP") requirements applicable to the Premises (defined in Section 1 below) if strict compliance would prevent, hinder, or delay mitigation of the effects of the shelter crisis. The CITY has a significant number of individuals and families experiencing homelessness and the CITY recognizes the substantially increased risk of infection that this population faces. The CITY has determined that strict compliance with the CUP requirements applicable to the Premises would prevent, hinder, or delay mitigation of the effects of the shelter crisis and, further, the current public health crisis

D. CITY and LICENSEE desire to provide a safe and secure environment in order to offer temporary transitional shelter and services to families experiencing homelessness in San Diego County.

E. CITY and LICENSEE desire to enter into a short-term license to use the Premises to allow LICENSEE to provide temporary shelter for those experiencing homelessness in order to implement the Operating Agreement entered into between the San Diego Housing Commission (SDHC) and LICENSEE on October 21, 2020 (***see Exhibit B***).

NOW THEREFORE, based upon the foregoing Recitals, which are incorporated into this License by this reference, and for valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Right to Enter. Subject to the terms and conditions of this License, CITY hereby grants permission to LICENSEE to enter upon that certain property known as the San Diego Community Concourse which includes Golden Hall and Main Lobby, and Concourse Terrace Level rooms North Terrace Rooms 206-209, West Terrace Rooms 260-262, Staff Rooms 219-220, Terrace Level Hallway, Terrace Level Storage, Terrace Level Concession, Terrace Level Plaza, Glass Room 202, Silver Room 250, and Copper Room 227-228, all located at 202 C Street, San Diego, California 92101 ("Premises"), as further depicted in ***Exhibit A-1: License Areas: Aerial Views*** and ***A-2: License Areas Site Plans*** solely for the Allowed Uses (as defined below).

2. Revocable License. This License is not a lease. It is a license to access and use the Premises for the purposes stated herein, and may be revoked at will by CITY pursuant to requirements of Termination Paragraph 62, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by LICENSEE as a result of such revocation or the termination of this License. LICENSEE expressly waives any claim for expense or loss which LICENSEE might incur as a result of CITY's revocation or termination of this License. CITY may at all times enter upon the Premises.

3. Term. The term of this License ("Term") will commence on the Effective Date and will expire on August 31, 2021, subject to earlier termination by either party as set forth in the Termination Paragraph 62.

4. Waiver of Rent and Processing Fee. The standard processing fee and the annual rent are hereby waived due the public purposes, specifically assisting in the provision of housing and other services to homeless families within the City, that LICENSEE will provide under this License.

5. Holdover. Any holding over by LICENSEE after the expiration or earlier termination of this License shall not be considered a renewal or extension of this License. The occupancy of the Premises after the expiration or earlier termination of this License shall constitute a month-to-month at will revocable license, and all other terms and conditions of this License shall continue in full force and effect, except that LICENSEE shall then pay to CITY fair market rent as determined by CITY in its sole discretion.

6. Allowed Uses. LICENSEE may use the Premises for the purposes of operating, and maintaining an interim housing-focused family shelter on the Premises that provides transitional housing as required by the Operating Agreement between the LICENSEE and the San Diego Housing Commission ("SDHC Agreement") attached as ***Exhibit B:***

Operating Agreement Between LICENSEE and SDHC ("Allowed Uses"). LICENSEE will diligently pursue the use of the Premises solely for the Allowed Uses and for no other purpose whatsoever without CITY's prior written consent throughout the term of this License. The use of the Premises for any unauthorized purpose will subject this License to termination at the sole discretion of the CITY.

7. Competent Management. LICENSEE will provide competent management of the Allowed Uses to CITY's reasonable satisfaction. "Competent management" will mean management practices generally considered acceptable within LICENSEE's industry for the management and operation of activities substantially similar to the Allowed Uses and in compliance with all applicable local, state and federal laws, rules and regulations, and in a fiscally responsible manner. "Fiscally responsible manner" will mean in accordance with generally accepted accounting principles consistently applied and absent financial malfeasance.

8. Operation of Facilities. LICENSEE will conduct its business and operate the Premises continuously and without interruption, 24 hours a day, 7 days a week, in accordance with the SDHC Agreement.

9. Trash and Refuse. CITY will, at its sole cost and expense, provide containers on the Premises to receive trash and refuse generated on the Premises by the LICENSEE. LICENSEE will ensure that refuse containers are emptied on a regular basis and will prevent refuse containers from overflowing or creating unhealthful, unsightly, or unsanitary conditions. LICENSEE will ensure appropriate disposal of trash.

10. Parking. CITY will use best efforts to assist LICENSEE in locating parking reasonably needed for staff. Parking expenses are to be borne by LICENSEE in accordance with its operating agreement and budget with SDHC.

11. Waste, Damage, or Destruction. LICENSEE will not commit or allow to be committed any waste or any public or private nuisance on the Premises, will keep the Premises clean and clear of refuse and obstructions. If the Premises are put into a condition which is not decent, safe, healthy, and sanitary by LICENSEE, LICENSEE will restore the Premises to their prior condition within a reasonable time and to CITY's reasonable satisfaction.

12. Asbestos Disclosure. Portions of the structural components of the Premises may contain asbestos. LICENSEE acknowledges receipt of notice from CITY of the presence of such asbestos in accordance with California Health and Safety Code Section 25915. LICENSEE will disclose to all appropriate parties the existence of asbestos on the Premises, as required by California Health and Safety Code Section 25915. LICENSEE will protect, defend, indemnify and hold CITY harmless from any loss or claim which may result from LICENSEE's failure to disclose the existence of asbestos on the Premises pursuant to this section.

13. Asbestos. If LICENSEE makes improvements, alterations or repairs to the Premises, LICENSEE will be responsible for any asbestos removal, management, or containment, and will pay all costs associated therewith. Asbestos removal, management or containment

will be conducted in accordance with all applicable laws and as approved by CITY. CITY reserves the right to inspect any improvements, alterations or repairs to the Premises made by LICENSEE. CITY may, at its discretion, station supervisory personnel at the work site to ensure that LICENSEE's obligations under this section are fulfilled. Each party will coordinate with the other any improvement, alteration or repair, and except in the event of an emergency, the party responsible for such work will provide written notice to the other party at least fifteen (15) days prior to commencing the work.

14. Maintenance. LICENSEE shall, at LICENSEE's sole cost and expense, and to CITY's satisfaction, maintain the Premises in good order and in a safe, healthy and sanitary condition at all times during the Term.

The LICENSEE maintenance will include interior janitorial including interior bathrooms and interior showers, and interior monthly pest control, at the Premises.

For an emergency repair, such as a broken pipe, that is reasonably needed after normal business hours, LICENSEE will contact Station 38 Emergency City Dispatch at 619-527-7660. For all other repairs, LICENSEE will complete a Bridge Shelter Service Issues Report, attached hereto as **Exhibit C-1** (example only), and email it to: Jonathan Herrera (jonathanh@sdhc.org) and San Diego Housing Commission (SDHCBridge@sdhc.org) within a reasonable amount of time.

CITY's maintenance will include but not limited to, exterior pest control, landscaping repair, IT repairs, CITY IT equipment, alarm systems, and general repairs, such as: plumbing, garbage disposal, electrical, HVAC, doors/hardware/electronic hardware, windows, laundry equipment, flooring, walls, bathroom exhaust fan, fixtures including drinking fountains, lighting fixtures. **Exhibit C-2:** ***Repairs and Responsibility Chart***

If the Premises are not in a clean, decent, safe, healthy and sanitary condition, in CITY's reasonable determination, CITY will have the right but not the obligation, after thirty (30) days prior written notice to LICENSEE, to have any maintenance work done that is reasonably deemed by CITY in its sole discretion to be necessary, at LICENSEE's sole cost and expense. LICENSEE will promptly pay CITY for all costs incurred for such work immediately upon receipt of an invoice therefor. CITY may require LICENSEE to file with CITY a faithful performance bond to ensure the prompt correction of any condition which is not clean, decent, safe, healthy and sanitary. The bond will be in an amount reasonably determined by CITY to be adequate to correct the unsatisfactory condition. LICENSEE will pay the cost of the bond. In addition, LICENSEE is responsible for the following maintenance obligations:

(a) LICENSEE shall allow CITY access to clean and service air conditioning units on a quarterly service schedule.

(b) LICENSEE shall provide onsite facility and janitorial staff with training materials on identifying visible mold, proper cleaning, and cleaning products to use for mold. LICENSEE shall inspect for mold growth every two weeks.

(c) LICENSEE shall provide and install signs at each sink that no food or garbage is to be placed place down the concession sink drain.

(d) LICENSEE shall provide and install signs in each restroom stall that no foreign objects are to be flushed down the toilet or sink.

(e) The LICENSEE shall strictly enforce the Litter Plan created to remove litter contained in **Exhibit D: *Litter Plan***.

15. Security. LICENSEE acknowledges and agrees that it assumes sole responsibility for continuous security at the entry to and interior of the Premises for its occupants, employees, invitees, licensees, contractors, guests and visitors and will provide such systems and personnel for same, including, without limitation, while such person(s) are using the Premises, as is necessary or appropriate and at its sole cost and expense. Notwithstanding anything to the contrary contained in this License, CITY shall not be liable in any manner for any interior security personnel, services, procedures or equipment in the Premises or for the failure of the same to prevent or control, or to apprehend anyone suspected of personal injury, property damage or any criminal conduct in the Premises.

16. Rules of Conduct. The LICENSEE shall ensure that patrons, residents, and visitors of the Premises shall comply with the Rules of Conduct contained in **Exhibit E: Operation Shelter to Home - *Rules of Conduct***.

17. CITY's Right to Enter and Inspect. CITY reserves the right to enter the Premises to perform any work or inspections on the Premises as CITY deems necessary upon advance notice and authorization from the LICENSEE.

18. Superior Interests. This License 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. LICENSEE 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 for the Allowed Uses, relative to any such superior interest. If LICENSEE's use of the Premises is or becomes inconsistent or incompatible with a preexisting, superior interest, LICENSEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

19. Restoration of the Premises. Upon thirty (30) days after the expiration or termination of this License, LICENSEE shall remove all personal items and restore the Premises to substantially the same condition as existed immediately prior to the Term's commencement, subject to the satisfaction of the City.

20. Unauthorized Activities. LICENSEE shall not engage in any activity on the Property other than the Allowed Use. Any use of the Property that was not previously approved in writing by the CITY or otherwise authorized by this License, shall subject LICENSEE to being liable for all costs and damages associated with inspecting, remediating, and/or taking other actions to ensure that the Premises shall be returned to its condition on the Effective Date,

as well as being a basis for immediate termination of this License, all of which shall be subject to the sole discretion of the CITY.

21. Improvements/Alterations. No improvements, structures, or installations will be constructed on the exterior of the Premises, and the Premises may not be altered, by LICENSEE without CITY's prior written approval, not to be unreasonably withheld or conditioned. LICENSEE will not make any structural or architectural design alterations to approved improvements, structures, or installations on the Premises without CITY's prior written approval. This provision will not relieve LICENSEE of any maintenance obligation under this License. CITY will not be obligated by this License to make or assume any expense for any improvements or alterations to the Premises.

22. City Improvements/Alterations/Repairs. Notwithstanding the LICENSEE's responsibility for all maintenance, and without creating any obligation on the CITY to do so, LICENSEE acknowledges that CITY may choose to complete certain repairs to the Premises, and reserves the right to do so, upon notice to the LICENSEE. LICENSEE agrees that it will allow access to the building by CITY and CITY's contractors and agrees to ensure that areas where repairs are being completed are accessible and available for the repairs to be done. LICENSEE further agrees and acknowledges that CITY has not made any promises to complete any specific repairs and that CITY's failure to complete any specific repair will not be a breach by CITY of this License. LICENSEE specifically agrees to hold CITY harmless and waives all rights to damages for any loss resulting from CITY's exercise of its rights reserved under this section, and for CITY electing to not make any specific repairs.

23. Personal Property.

(a) Personal Property. LICENSEE will remove LICENSEE-owned machines, appliances, equipment, trade fixtures, and other items of personal property upon the expiration of the Term, or as soon as practicable after termination, but in no event later than thirty (30) days after the expiration or earlier termination of this License. Any such items which LICENSEE fails to so remove will be deemed abandoned and become CITY's property free of all claims and liens, or CITY may, at its option, remove such items at LICENSEE's sole cost and expense. LICENSEE, at its sole cost and expense, will be responsible for the repair of any and all damage resulting from the removal of its personal property from the Premises.

(b) Late Removal. Notwithstanding any provision of this License to the contrary, LICENSEE will pay $3,125 daily license fee to CITY for any period of time after the expiration or termination of this License, whether by CITY or LICENSEE, needed to remove improvements or personal property as required by this License.

(c) CITY's Right to Acquire Personal Property. If LICENSEE wants to dispose of any of its personal property used in its operations on the Premises upon expiration or termination of this License, CITY will have the first right to acquire such personal property.

24. Utilities. LICENSEE is responsible for utilities in accordance with its operating agreement and budget with SDHC. CITY will order, obtain, and pay for other utilities, such as water, sewer, electrical and other utilities in City's sole discretion such as cable and internet, as well as installation charges in connection with the operation of the Premises.

In the event that the operating budget, whether the utilities line items or other line items within the budget, are not fully spent or projected to be spent such that there are or are expected to be operating funds available to reimburse the City for the costs of providing the aforementioned utilities, then SDHC may provide those funds to offset City expenditures. LICENSEE shall analyze budgets for this purpose at least quarterly, in coordination with the SDHC, and report to the City.

Licensee agrees to use its best efforts to ensure utility consumption is reasonable. Licensee will notify City in the event Licensee is aware of any reason that would cause a significant increase in utility costs. City may review monthly costs and provide advice and direction to Licensee to better control utility usage.

Licensee shall inform the City of any circumstances or events that are expected to or have caused any moderate to significant increases in utility usage.

25. Construction Bond. If LICENSEE develops or con structs improvements on the Premises subject to CITY's prior approval, LICENSEE will deposit with CITY, prior to commencement of the construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond will ensure that the construction commenced by LICENSEE will be completed in accordance with the plans approved by CITY or, at the option of CITY that the uncompleted construction will be removed and the Premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above, or at CITY's option may be placed in an escrow approved by CITY.

26. Liens. LICENSEE will protect, defend, indemnify, and hold CITY harmless from and against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the Premises performed by or on behalf of the LICENSEE and the costs of defending against such claims, including without limitation reasonable attorneys' fees. If LICENSEE causes improvements, alterations, or repairs to be made to the Premises, and a lien or notice of lien is filed against the Premises, LICENSEE will notify CITY of the lien within five (5) days after LICENSEE first becomes aware of the existence of the lien, and within thirty (30) days after the filing either: (a) take all actions necessary to record a valid release of the lien; or (b) file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

27. Prevailing Wages. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this License is subject to State prevailing wage laws. For any construction project performed under this License cumulatively exceeding $25,000 and for alteration, demolition, repair and

maintenance work performed under this License cumulatively exceeding $15,000, LICENSEE, its contractors and its subcontractors will comply with State prevailing wage laws including, but not limited to, the requirements contained in ***Exhibit F: Prevailing Wages***.

28. Insurance. LICENSEE shall not enter or come onto the Premises, nor begin any use of the Premises under this License until it has done all of the following: (a) obtained, and provided to the CITY, insurance certificates reflecting evidence of all insurance required below, however, the CITY reserves the right to request, and the LICENSEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. LICENSEE liabilities, including but not limited to LICENSEE's indemnity obligations, under this License, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this License and LICENSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this License may be treated as a material breach of contract by the CITY. The LICENSEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the duration of this License.

28.1 Types of Insurance. At all times during the Term of this License, the LICENSEE shall maintain insurance coverage as follows:

a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $2 million per occurrence and subject to an annual aggregate of $4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

b. Commercial Automobile Liability. For all of the LICENSEE's automobiles including owned, hired and non-owned automobiles, the LICENSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

c. Causes of Loss-Special Form Property Insurance. LICENSEE shall obtain and maintain, at its sole cost, Causes of Loss-Special Form Property Insurance on all of LICENSEE's insurable property related to the Allowed Uses of the Premises under this Permit or the Premises in an amount to cover 100 percent (100%) of the replacement cost.

LICENSEE shall deliver a certificate of such insurance to the CITY's Real Estate Assets Department.

d. Workers' Compensation. For all of the LICENSEE's employees who are subject to this License and to the extent required by the applicable state or federal law, the LICENSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of $1 million of employer's liability coverage, and the LICENSEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

28.2 Deductibles. All deductibles on any policy shall be the responsibility of the LICENSEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.

28.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this License or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the CITY. The CITY will accept insurance provided by non-admitted, "surplus lines" carriers on if the carrier is authorized to do business in the State of California and is included on the list of Eligible Surplus Lines Insurers (LESLI 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.

28.4 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LICENSEE thirty (30) days prior written notice. LICENSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

28.5 Accident Reports. LICENSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Property or otherwise related to the Allowed Uses. Such report shall contain the names and addresses and/or contact information of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses and/or contact information of any witnesses, and other pertinent information, including descriptive information of parties and witnesses if there are privacy concerns. LICENSEE will immediately notify CITY if information required by this section is not provided and the reason.

28.6 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the CITY before entering onto the Premises or initiating any of the Allowed Uses under this License.

Commercial General Liability Insurance Endorsements.

i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you

ii. Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

iii. Severability of Interest. The policy or policies must be endorsed to provide that the LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements.

iv. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased hired or borrowed by or on behalf of the LICENSEE.

v. Severability of Interest. The policy or policies must be endorsed to provide that LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

vi. Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the CITY.

29. Indemnification & Hold Harmless. LICENSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LICENSEE's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this License or LICENSEE's occupancy, use, development, maintenance, or restoration of the Premises, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that LICENSEE's duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LICENSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

30. No Discrimination. LICENSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in LICENSEE's use of the Premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

31. Local Business and Employment. LICENSEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LICENSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Permit from local residents and firms as opportunities occur. LICENSEE agrees to hire qualified local residents and firms whenever feasible.

32. LICENSEE's Risk. LICENSEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the Allowed Use and any damages to the improvements on, under, or in the vicinity of the Premises resulting directly or indirectly thereby.

33. Nuisance and Noise Disturbances. LICENSEE shall not use the Premises in any manner which, in the opinion of the CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates the CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).

34. No Assignment or Sublicense. LICENSEE shall not assign or sublicense any rights granted by this License nor any interest therein without the prior written approval of the CITY. Approval of any such proposed assignment may be withheld at the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate

this License.

35. Signs. LICENSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising in the Premises without CITY's prior written consent. If any such unauthorized item is found on the Premises, LICENSEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at LICENSEE's cost.

36. Encumbrances. LICENSEE shall keep the Premises free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this License or the Allowed Uses. LICENSEE 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 reasonable attorney fees and costs, relating to or charged against the Premises, including without limitation LICENSEE's failure or the failure of any contractor or subcontractor hired by LICENSEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

37. Compliance with Laws. LICENSEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to the Allowed Uses.

38. California Public Records Act. CITY will determine, in its sole discretion, whether information provided to CITY by LICENSEE is or is not a public record subject to disclosure under the California Public Records Act (CPRA) or subject to an exemption under the CPRA. If LICENSEE notifies CITY that it objects to the disclosure of certain information to a third party, LICENSEE will deliver to CITY, with such notice, specific and detailed legal grounds, including any applicable case law, upon which CITY may rely for withholding any information requested pursuant to the CPRA. If CITY withholds disclosure of information in reliance on such legal analysis provided by LICENSEE, LICENSEE will protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives and agents harmless for and from legal actions or challenges seeking to obtain the information from CITY and all costs incurred by CITY associated therewith, and will defend, at LICENSEE's sole expense, any action brought against CITY resulting from CITY's nondisclosure of the information. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LICENSEE will pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

(a) CITY will not be liable or obligated for any burden or loss (financial or otherwise) incurred by LICENSEE as a result of CITY's disclosure or non-disclosure of LICENSEE information requested pursuant to the CPRA.

(b) LICENSEE's Waiver. LICENSEE EXPRESSLY WAIVES ANY CLAIM

AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS THAT LICENSEE INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF LICENSEE INFORMATION REQUESTED PURSUANT TO THE CPRA.

39. Hazardous Materials. LICENSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Premises. LICENSEE and LICENSEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Premises without CITY's prior written consent. LICENSEE 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.

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

39.2 Hazardous Substance. For all purposes of this License, "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.

39.3 Remediation. If LICENSEE's occupancy, use, development, maintenance, or restoration of the Premises results in a release of a Hazardous Substance, LICENSEE 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.

39.4 Removal. If LICENSEE or LICENSEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Premises, LICENSEE or LICENSEE's 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 License. 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. LICENSEE 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.

39.5 Indemnity. LICENSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LICENSEE's occupancy, use, development, maintenance, or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LICENSEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

39.6 Notice of Release. If LICENSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, LICENSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LICENSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LICENSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LICENSEE shall take all actions necessary to alleviate the danger. LICENSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

39.7 Environmental Assessment. Upon reasonable cause to believe that LICENSEE's occupancy, use, development, maintenance, or restoration of the Premises resulted in any Hazardous Substance being released on, from or beneath the Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at LICENSEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LICENSEE's occupancy, use, development, maintenance, or restoration of the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LICENSEE shall cause, or if LICENSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the

Premises and compliance with environmental laws and regulations are achieved, and LICENSEE shall pay all costs and expenses therefore.

40. Repair. LICENSEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Premises or the surrounding property caused directly or indirectly by LICENSEE's use of the Premises, including items that CITY staff has determined to be damaged. LICENSEE shall comply with the direction of CITY's Real Estate Assets Department – Facilities with respect to the method of any repairs or replacement arising under this License.

41. Water Quality – Best Management Practices. CITY and LICENSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of CITY's precious water resources. It is LICENSEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, LICENSEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately LICENSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, LICENSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

42. Grading and Barriers. LICENSEE shall not change the surface grade or construct any permanent barriers within the Premises. Any violations shall be corrected by LICENSEE at its sole expense to the satisfaction of the CITY and are grounds, at the CITY's option, for immediate termination of this License.

43. Waiver. CITY'S failure to insist upon the strict performance of any of LICENSEE 's obligations under this License, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Premises CITY-owned and held in trust for the benefit of CITY's citizens. CITY's failure to discover a breach of any obligation of this License or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.

44. Single Use Plastic Reduction Ordinance. Unless an exception applies, LICENSEE will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. By signing this License, LICENSEE certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term.

45. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this License if LICENSEE employs an individual who, within the twelve (12) months

immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the City Council related to the selection of LICENSEE for this License. It is not the intent of this policy that these provisions apply to members of the City Council.

46. Local Business and Employment. LICENSEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LICENSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this License from local residents and firms as opportunities occur. LICENSEE agrees to hire qualified local residents and firms whenever feasible.

47. Vehicular Traffic. All vehicular traffic shall be confined to Evan V Jones Parkade unless otherwise approved in writing by CITY.

48. Charter Section 225. Pursuant to City Charter Section 225, LICENSEE shall make a full and complete disclosure of the name and identity of all persons and/or entities directly or indirectly involved in this License and the precise nature of all interests of all such persons. Each and every person and/or entity proposed to have an interest in this License shall be subject to CITY's review and approval, in CITY's sole discretion.

49. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

50. Exhibits. All exhibits referenced in this License are incorporated into this License by this reference. In the event of a conflict between this License and any exhibit to this License, the terms, conditions, and obligations of this License shall control.

51. Acceptance of Premises. By signing this License, LICENSEE 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. LICENSEE acknowledges that the Premises are in good order and condition and will take possession of the Premises "as is." LICENSEE 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 Allowed Uses, and that LICENSEE is relying solely on its own and independent inspections, tests, investigations and observations of the Premises in entering into this License. LICENSEE accepts the Premises in its current condition. LICENSEE acknowledges and agrees that unless set forth in this License, 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. LICENSEE shall not hold CITY responsible for any defects in the Premises. LICENSEE accepts and assumes all risk of harm to all persons and property from any defects arising solely from any improvements made by LICENSEE and not pre-existing and shall be solely responsible therefore.

52. Disabled Access Compliance. LICENSEE will, as applicable to the Premises and LICENSEE's possession, use, and occupancy of the Premises, comply with all applicable accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, LICENSEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). LICENSEE's compliance will include without limitation the following:

52.1 LICENSEE will not discriminate against qualified individuals 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.

52.2 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 LICENSEE.

53.3 LICENSEE will include language in each sublicense which indicates the sublicensee's agreement to abide by the provisions of this section.

54.4 LICENSEE and each of its sublicensees will be individually responsible for their own ADA employment programs.

55.5 LICENSEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.

56.6 Where required by law, all improvements, fixtures, structures, or installations made by LICENSEE on the Premises will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Premises which deny access to individuals with disabilities. All improvements and alterations made by LICENSEE will be at LICENSEE's sole expense.

57.7 LICENSEE's failure to comply with the accessibility requirements of this section or submitting false information in response to these accessibility requirements, or both, will be a default of this License.

58. Drug-free Workplace. LICENSEE will abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are

prohibited on the Premises and specifying the actions that will be taken against employees for violations of the prohibition.

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

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

(ii) LICENSEE's policy of maintaining a drug-free workplace;

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

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

(c) LICENSEE will include in each of its sublicenses and contracts related to this License language obligating each sublicensee and contractor to comply with the provisions of this section to maintain a drug-free workplace. LICENSEE, and each of its sublicensees and contractors, will be individually responsible for their own drug-free workplace program.

59. Equal Pay Ordinance. Unless an exception applies, LICENSEE will comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this License, LICENSEE certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.

(a) Licensee and Sublicensee Requirement. The Equal Pay Ordinance applies to any sublicensee of the Premises to the same extent as it would apply to LICENSEE. LICENSEE will require sublicensee's to certify compliance with the Equal Pay Ordinance in their sublicense.

(b) Notice Requirement. LICENSEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

60. Equal Benefits. LICENSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. LICENSEE shall certify that it will maintain such equal benefits throughout the term of this License. LICENSEE's failure to maintain equal benefits shall be a material breach of this License.

61. No Affiliation. Nothing contained in this License shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and LICENSEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of LICENSEE or any other party or entity.

62. Termination. CITY may terminate this License for any reason upon sixty (60) days prior written notice delivered to LICENSEE by CITY; however, in the event of a default or emergency during which the CITY in its sole discretion determines it necessary to terminate the License, termination may occur upon 24 hours prior written notice. LICENSEE may terminate this License for any reason upon thirty (30) days prior written notice delivered to CITY by LICENSEE.

63. Cumulative Remedies. CITY's rights and remedies under this License are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

64. Survival. Any obligation which accrues under this License prior to its expiration or termination shall survive such expiration or termination.

65. Amendments. Neither this License nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by CITY and LICENSEE. Any alleged oral amendments have no force or effect.

66. Entire Agreement. This License constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them and pertaining to this License and the Allowed Use. Any modification, alteration, or amendment of this License shall be in writing and signed by all the parties hereto.

67. Partial Invalidity. If any term, covenant, condition, or provision of this License is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

68. Controlling Law/Venue. This License and all License documents will be deemed to be made under, and will be 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. The venue for any suit or proceeding concerning this License, including the interpretation or application of any of its terms or any related disputes, will be in the County of San Diego, State of California.

69. Notices. Any notice required or permitted to be given under this License shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or LICENSEE, respectively, as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

Father Joe's Villages

Attention: Chief Operating Officer
3350 E Street
San Diego, CA 92102
760-450-6127

69. Governmental Approvals. By entering into this License, neither CITY nor CITY's City Council is obligating itself to LICENSEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to LICENSEE'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.

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

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this License is executed to be effective as of the Effective Date.

THE CITY OF SAN DIEGO,
a California municipal corporation

By: _____
Kristin Geitz
Interim Director, Real Estate Assets

ST. VINCENT DE PAUL VILLAGE, INC. DBA FATHER JOE'S VILLAGES, a California 501(c)3 public charity non-profit corporation
a California nonprofit public benefit corporation

By: _____
Robert Dorsey
Chief Administrative Officer

Approved as to form this 10th day
of March, 2021.

MARA W. ELLIOTT, City Attorney

By: _____
Name: Catherine Morrison
Title: Deputy City Attorney

Exhibit A-1: License Area: Aerial View
Exhibit A-2: License Area: Site Plan
Exhibit B: Operating Agreement between LICENSEE AND SDHC
Exhibit C-1: Bridge Shelter Service Issues Report
Exhibit C-2: Repairs and Responsibility Chart
Exhibit D: Litter Plan
Exhibit E: Operation Shelter to Home -Rules of Conduct
Exhibit F: Prevailing Wages

EXHIBIT A-1
License Areas: Aerial Views

Golden Hall and Main Lobby



Concourse Terrace Level

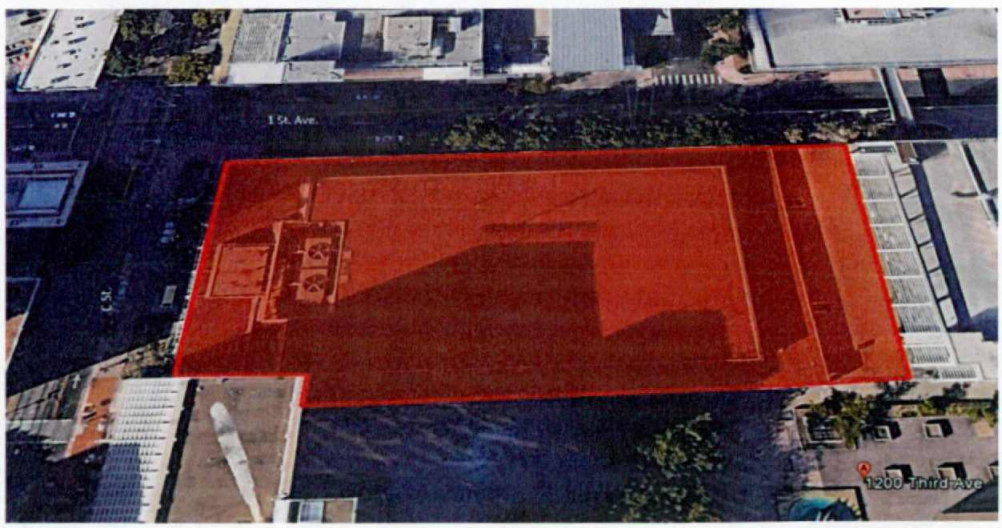
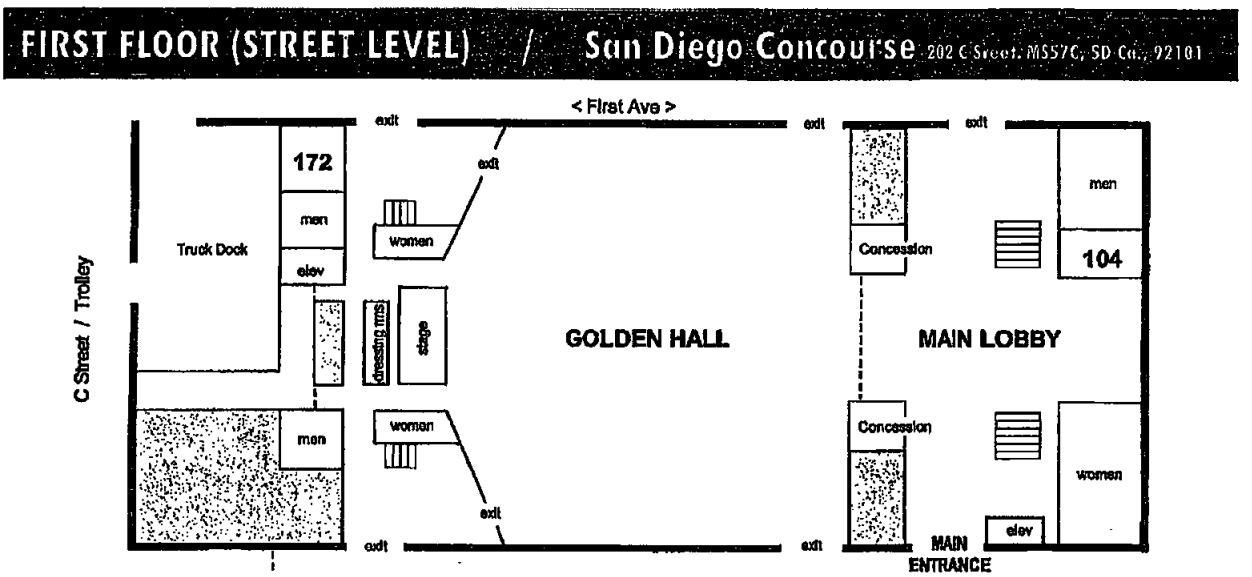


EXHIBIT A-2
License Areas: Site Plans

Golden Hall and Main Lobby



Concourse Terrace Level

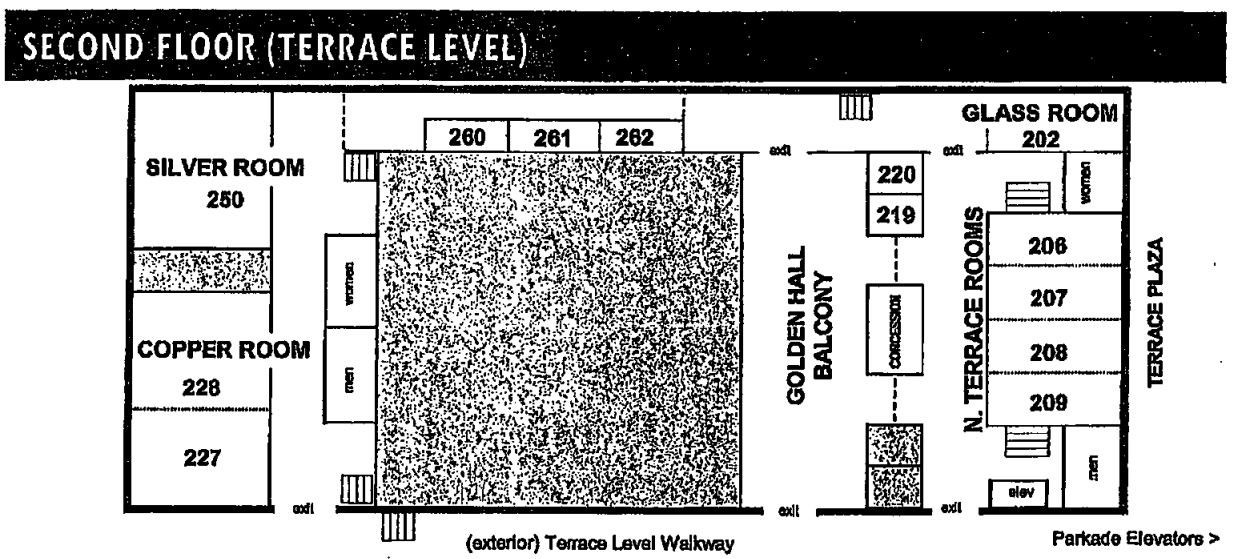


EXHIBIT B

Operating Agreement between Father Joe's Village and San Diego Housing Commission

See attached Exhibit B.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

EXHIBIT B

Operating Agreement between LICENSEE AND SDHC

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR CITY OF SAN DIEGO BRIDGE SHELTER

FOR SINGLE ADULT WOMEN, FAMILIES, AND TRANSITIONAL AGE YOUTH

WITH

ST. VINCENT DE PAUL VILLAGE, INC. dba FATHER JOE'S VILLAGES

Contract No. HHI-20-21

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

between the Commission:

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

and the Contractor:

ST. VINCENT DE PAUL, INC. dba FATHER JOE'S VILLAGES
3350 E. Street
San Diego, California 92102
(619) 446-2100

is as follows:

101. DESCRIPTION OF WORK

Contractor shall operate the City of San Diego Bridge Shelter for Single Adult Women, Families, and Transitional Age Youth (the "Program") as generally described in the Specifications/Scope of Work attached hereto.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Work, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. HHAP Grant Agreement, Contract Attachment No. 4

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

103. TIME OF PERFORMANCE

a. Initial Term

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

b. Option to Extend Term

The President and Chief Executive Officer of the Commission, or his or her designee, may at his/her election extend the term of the Agreement to the Contractor for two additional one-year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth as set forth in Section 225. The Option Periods shall only be available to Commission in the event that Commission obtains the appropriate approvals from the Housing Commission Board and the Housing Authority of the City of San Diego ("Housing Authority").

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

Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 225 herein.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

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

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of FOUR MILLION SEVEN HUNDRED FORTY SEVEN THOUSAND EIGHTY SEVEN AND 40/100 DOLLARS ($4,747,087.40). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications/Scope of Work) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission. Commission pre-approved line item budget adjustments are permitted given that in no event will the total compensation exceed the maximum compensation as set forth herein. Further, in no event shall the revised line item exceed the amount that is reasonable for the line item.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement. Provided the Contractor is not in default under the terms of this Agreement, the Commission shall compensate Contractor for all accrued costs/expenses incurred pursuant to this Agreement up until the effective date of cancellation or termination of this Agreement by the Commission.

c. Method of Payment

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

Upon execution of this Agreement, the Commission will disburse one month's worth of funding in advance by the first of each month. Contractor will provide proof of spending by the 18th of the following month. Upon reconciliation, any variances will be deducted from or added to the following disbursement. The Commission reserves the right to delay disbursement if proof of spending is not submitted in a timely manner. Contractor will return any unspent funds within 30 days of the Commission's fiscal year end.

d. Funding Source

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

105. NOTICES

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

[Signatures on Next Page]

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Signature Page to Agreement for City of San Diego Bridge Shelter for Single Adult Women, Families, and Transitional Age Youth services with Father Joe's Villages (Contract No. HHI-20-21):

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

CONTRACTOR:
FATHER JOE'S VILLAGES

By: DocuSigned by: Bill Bolstad 4DB5C8EEA1F44D8... Date: 10/13/2020
Bill Bolstad
Chief Operating Officer

COMMISSION:
SAN DIEGO HOUSING COMMISSION

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

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

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

Approved as to Form:
Christensen & Spath LLP

By: DocuSigned by: Charles Christensen 8B327FFDD18249D... Date: 10/17/2020
Charles Christensen
General Counsel for San Diego Housing Commission

DS EH

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

CONTRACT ATTACHMENT NO. 1

GENERAL PROVISIONS

201. Status of Contractor

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

202. Ownership of Materials and Documents

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

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission or where it is already in the public domain through no fault of the Contractor. Nothing contained herein shall preclude Contractor from discussing Contractor's operations of the Temporary Bridge Shelter for Single Adult Women and Families.

204. Conflict of Interest

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

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

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

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

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

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee. The liability of the Contractor under the terms of this Section 205 shall be capped at the amount of $2,000,000.00 per occurrence, except that no cap shall apply to any claim arising from the Contractor's sole gross negligence or sole willful misconduct.

206. Insurance

(a) Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below:

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

		Initials			Initials
☒	**General Liability** $2,000,000.00	DS BB	☒	**Workers Compensation** $1,000,000.00	DS BB
☒	**Automobile Liability** $500,000.00	DS BB	☐	**Other:** $	

(b) This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the Authority, and the City of San Diego ("City"), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

(c) If the box shown below, marked "Errors and Omissions" is checked and initialed, then professional errors and omissions liability coverage is also required in the amount stated below:

		Initials
☒	**Errors and Omissions** $1,000,000.00	DS BB

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

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

207. Correction of Work

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

208. Equal Opportunity Programs

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

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

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Work Force Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

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

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

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

209. Cost Records

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

210. Subcontracting

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

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors,

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

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

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

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

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

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

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

211. Assignability

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Commission.

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

212. Changes

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

213. Documents and Written Reports

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

> (a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
>
> (b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

(a) Termination for Convenience by Commission. This Agreement may be terminated by the Commission on thirty (30) days' written notice to Contractor, the effective date of termination being the 30th day of said written notice with no further action required by either party.

(b) Termination for Convenience by Contractor. The Contractor may terminate this Agreement for any reason at any time during the term of this Agreement on one hundred twenty (120) days' written notice to the other party, the effective date of cancellation being the 120th day of said written notice.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

If this Agreement is terminated under this Section, the Commission shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies rendered and/or supplied before the effective date of termination.

This Agreement may be terminated without notice by the Commission upon the cessation of funding of the state, local, or federal program which funds this Agreement.

215. Attorneys' Fees and Costs

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

216. Entire Agreement

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

217. Partial Invalidity

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

218. Contract Governed by Laws of State of California

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

219. Interest of Member of Congress

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

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

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

221. Drug-free Workplace

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

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

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

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

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

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

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

(c) Post the statement required by subdivision 221(a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

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

223. Labor Provisions

It is not contemplated that the work performed under this Agreement constitutes a public

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

work. If at any time work does trigger additional labor provisions, it is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

☐ If checked, additional state prevailing wage terms are contained in Attachment No. 6.

☐ If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of $100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. Extension of Contract Term

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

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

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

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

(e) The Commission and Housing Authority hereby delegate the authority to the Chief

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

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

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

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

(a) Upon execution of this Agreement;

(b) Annually on or before April 1 of each year;

(c) Within thirty (30) days after completion of the Agreement.

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

227. Conflict between Agreement and Attachments

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

(a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,

(b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Section 3 Contract Clauses (as applicable)

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

recipients of HUD assistance for housing.

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

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

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

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

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

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

229. Audit Requirements

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

230. Lobbying Provisions

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

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

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

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

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

231. Energy Conservation.

Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

232. Disputes.

Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

233. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The Commission and Contractor agree that in order to expedite the execution process, facsimile or electronically conveyed signatures will be considered and accepted as legally binding.

234. Sanitary Conditions

Contractor shall maintain sanitary conditions at the Program Location for the duration of the Agreement, as determined by Commission in its sole discretion.

235. Remedies Upon Default

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

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

236. HHAP Non-Discrimination. In addition to non-discrimination requirements contained in Section 208 "Equal Opportunity Programs" of the Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups; the California Fair Employment and Housing Act (FEHA) (Government Code section 12990(a-f) et seq.), the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, sections 11135 - 11139.5). Contractors shall give written notice of their obligations under this clause to labor organizers with which they have a collective bargaining or other agreement.

237. HHAP Drug-Free Workplace Certification. In addition to requirements contained in Section 221 "Drug-Free Workplace" of the Agreement, Contractor certifies under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or subcontractors for violations, as required by Government Code section 8355(a)(1).
b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees or subcontractors about all of the following:
    i. The dangers of drug abuse in the workplace,
    ii. Commission's policy of maintaining a drug-free workplace,
    iii. Any available counseling, rehabilitation, and employee assistance programs, and
    iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
c. Provide, as required under Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

i. Will receive a copy of Commission's drug-free policy statement, and
ii. Will agree to abide by terms of Commission's condition of employment or subcontract.

238. Special Conditions. Contractor shall:

a. Perform the work under the HHAP MOU in accordance with Federal, State, and Local housing and building codes, as applicable.
b. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
c. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by Contractor or any subcontractor in performing the work under the HHAP MOU or any part of it.
d. Agree to abide by the terms of the HHAP Block Grant Agreement and include it in each subcontract. A copy of the HHAP Block Grant Agreement is attached hereto as Contract Attachment No. 5 and made part hereof.

239. HHAP Inspections. Contractor shall allow the City of San Diego and/or the Business, Consumer Services and Housing Agency for State of California to inspect the work performed under this Agreement to ensure the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, the HHAP MOU between the Commission and the City of San Diego, or the HHAP Grant Agreements between the State of California and the City of San Diego which is attached hereto as Contract Attachment No. 4, and made part hereof.

240. HHAP Grant Agreement. Contractor agrees to abide by the terms of the HHAP Grant Agreement.

241. Child Support Compliance Act. Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

242. Conflict of Interest (HHAP). In addition to requirements contained in Section 204 "Conflict of Interest" of the Agreement, Contractor is subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the Agreement being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF WORK

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") and the San Diego Housing Commission's (the "Commission") comprehensive approach to ending homelessness, Contractor will operate the City of San Diego Bridge Shelter for Single Women, Families, and Transitional Age Youth (TAY) (the "Program"). Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Program supports the City of San Diego's Community Action Plan (the "Action Plan"), which provides a roadmap for addressing and ending homelessness in the City. The Action Plan identifies Bridge Shelters as critical entry points to the City's Crisis Response System, and necessary to facilitate permanent housing placements. The Program is an important component to the vision, principles, and strategies identified within the Action Plan for a more comprehensive, humane, and effective approach to addressing and ending homelessness in San Diego.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 202 C Street, San Diego, CA 92101 ("Golden Hall"). The Program will operate seven days per week, 24 hours per day, including holidays ("Program Operating Schedule").

3. ADMINISTRATIVE OFFICE LOCATION

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

4. PROGRAM DESCRIPTION

The Program will provide persons who are experiencing homelessness and have not been successfully diverted from the homeless assistance system, with bridge housing, emergency shelter, and diverse onsite supportive services, including but not limited to, stabilization and housing relocation services. The Program is intended to be a short-term solution to assist individuals in transitioning to the most appropriate longer term or permanent housing resource available in the community. All services provided by the Program are focused on supporting a household to access permanent or other longer term housing as quickly as possible.

The Program will utilize trauma-informed care, motivational interviewing, and a harm reduction model. The Contractor's corporate culture must support this environment and be reflected in client interactions and within the daily operations of the Program. The system design will serve clients in a welcoming and solutions-focused environment. All services must be client-centered, housing-focused, and easily accessible to clients. Services must be

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain program fidelity.

The Contractor will adhere to all Regional Task Force on the Homeless (RTFH) performance standards and requirements.

The Program will participate in the Coordinated Entry System (CES) as appropriate and as established by RTFH community standards and policies.

5. PROGRAM SERVICES

Contractor shall ensure the following services are provided under this Agreement:

a. ***Target Population/Geographical Area***

The Program will prioritize single adult women, families with children, and TAY experiencing homelessness who are enrolled in a permanent housing intervention and in the process of identifying permanent housing. All other beds will be prioritized for persons experiencing unsheltered homelessness within the City who require immediate shelter and access to services.

b. ***Program Eligibility***

1) Each Program client will be:

a) Persons who meet the U.S. Department of Housing and Urban Development (HUD) definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4);

b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred; and

c) A single adult female age 18 or older, a member of a household with minor children, or a single adult ages 18 to 24.

2) In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:

a) Sobriety and/or commitment to be drug-free;

b) Requirements to take medication if the client has a mental illness;

c) Participation in religious services or activities;

d) Participation in drug treatment services (including NA/AA);

e) Payment or ability to pay; nor

f) Identification, with the exception of any necessary documentation to prove custodial relationship between minor(s) and adult(s) in a household.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

c. ***Program Components***

1) Housing First program with low barriers to entry and operations;

2) Housing-focused program which aims to resolve clients' homelessness as quickly as possible while also meeting client's basic needs;

3) Participation in intakes, screenings, assessments, and case conferencing or other integral components of CES as appropriate and established by RTFH community standards and policies;

4) Access to case management services, including but not limited to:

   a) A formal intake and move-in process, as defined by Program policies and procedures;

   b) Self-sufficiency needs assessment, as established by the Contractor based on best practices for the population served, or as established by RTFH community standards and policies;

   c) Development of client housing plan, including stabilization strategies and client goals and objectives;

   d) Coordination with and referrals to County, State, and Federal programs, as well as nonprofits and social service agencies, as appropriate; including an area where supportive services and permanent housing staff from partner agencies can connect with clients;

   e) Assistance in locating safe and affordable permanent or other longer-term housing for clients; including determining diversion opportunities or housing interventions outside of CES when appropriate;

   f) Assistance with housing applications and supportive and subsidized housing paperwork;

   g) Advocacy for clients with prospective landlords;

5) Basic Services, including but not limited to:

   a) Appropriate 24-hour residential services and staffing;

   b) A maximum of 270 beds and 18 cribs for persons experiencing homelessness that demonstrates compliance with all permitting and regulatory requirements; any adjustments to the bed count must be approved by the Commission and the City, and be in compliance with all permitting and regulatory requirements;

   c) At least two (2) meals per day;

   d) Showers, wash stations, restrooms, laundry facilities and/or laundry services, and belongings storage for clients, in an ADA-compliant environment;

   e) Routine operating and client supplies, including but not limited to hygiene products, basic medical supplies, and cleaning supplies;

f) Transportation costs for clients such as public transit passes and in-county travel assistance;

g) Telephone access and message services, including an ADA-compliant telephone as supplied by the Commission;

h) Janitorial and routine maintenance services;

i) Waste removal and disposal services;

j) Regularly laundered linens;

k) Mail services;

l) Access to testing for communicable diseases provided directly by the City or County of San Diego; and

m) Utilities;

6) Quarterly collection of client satisfaction data and quarterly reporting to the Commission summarizing how client satisfaction data was collected during the reporting period, the assessment of the data, and how the findings were incorporated into service delivery and program design.

7) Outreach

a) The City's homeless crisis response system and approach to conducting outreach to persons experiencing unsheltered homelessness continues to develop. A more targeted approach to engagement and deeper coordination of outreach efforts across the City, based on emerging best practice, is a critical focus for the City and the Commission. As such, expectations related to service model delivery, and outcome data points related to unsheltered outreach may change significantly during the contracted period. The Contractor is expected to comply with oversight, coordinating efforts, policy and practice direction and modification to program design as directed by the Commission or a designated appointee. The Commission and the City may also consider creating outreach programming independent of the individual shelter programs, therefore approval of proposed budgets and staffing related to outreach efforts is not guaranteed.

b) Contractor shall conduct outreach and engagement efforts in the geographic locations where individuals and families experiencing homelessness reside in the City, including streets and parks, with the goals of:

(1) Building relationships, trust, and rapport over time with individuals and families experiencing homelessness to expedite access to housing resources and supportive services;

(2) Determining diversion opportunities or housing interventions outside of CES when appropriate;

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

(3) Administering the community triage and/or common assessment tool, as appropriate and as established by RTFH community standards and policies, or referring individuals to access sites;

(4) Make efforts to maintain contact with known individuals as frequently as possible to foster deeper engagement and linkage to community resources and longer term and permanent housing options frequently as possible;

(5) Addressing basic needs, including but not limited to, access to food, clothing, and safety;

(6) Providing access or referrals to medical care, transportation, mental health care, and substance abuse treatment as quickly as possible, when appropriate; and

(7) Maintaining documentation of outreach efforts and clients' choice to accept or refuse resource referrals/opportunities, in a form and format determined by the Commission or as established by RTFH community standards and policies.

8) Coordination with service providers contracted directly by the Commission to provide case management services to meet the unique needs of the TAY subpopulation, including but not limited to:

a) Training staff on partnering with TAY providers to ensure client services are seamless and effective; and

b) Participation in any TAY subpopulation-specific training as directed by the Commission;

d. ***Community Engagement***

1) Maintain a Community Engagement/Good Neighbor Plan for the area surrounding the Program site, including but not limited to:

a) Methodologies for maintaining a clean and safe environment;

b) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;

c) Providing opportunities for electronic and/or written community feedback; and

d) Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.

2) Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.

e. ***Security and Site Control***

1) Designate a point-of-contact who is available at all times to address issues that may arise at the Program site and coordinate security issues with the SDPD;

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

2) Provide 24-hour security and site control to ensure a safe environment at the Program site for clients, volunteers, and others who may come in contact with the Program.

   a) No less than two staff members must be onsite for the maximum of 150 participants located in the Copper and Silver Rooms at Golden Hall;

      (1) Staff must be trained on all emergency protocols, including how to alert and evacuate all participants in the event of a fire or emergency;

      (2) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage;

   b) Four trained security staff members will control access to the ingress/egress points; two additional security staff members will patrol the perimeter of the facility and the dormitory areas;

   c) Security will be responsible for monitoring occupants, enforcing no smoking rules, reporting any emergency situations to the fire or police department, notifying occupants in the event of a manual pull station activation, directing occupants to the exits and directing emergency responders to incident locations;

   d) Staff must be trained on all emergency protocols, including how to alert and evacuate all clients in the event of a fire or emergency; and

   e) Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.

3) Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

f. ***Emergency Preparedness***

Contractor will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of contract effective date. Contractor must provide current emergency preparedness plan at any time during the term of this Agreement within 15 calendar days of request by the Commission. The plan must include, at a minimum:

1) Identification of the person(s) at the Program site who is responsible for the initial response and subsequent action to be taken in the event of an emergency ("who's in charge") during each shift.

2) Emergency phone numbers and resources, as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program site at all times.

3) Emergency evacuation plan, posted/displayed at the Program site at all times, which includes at a minimum:

   a) Map of designated meeting locations for evacuees;

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

b) Plan for immediate evacuation;

c) Plan for delayed evacuation;

d) Shelter-in-place procedure; and

e) Re-entry procedure.

4) Fire escape emergency plan, a fire watch at all times (including hourly logs), and compliance with Fire Marshal inspections and recertifications as needed.

5) Emergency procedures for the following events:

a) Fire;

b) Earthquake;

c) Flood;

d) Wildfire;

e) Tsunami;

f) Gas leak;

g) Power outage;

h) Medical emergencies;

i) Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations

6) Locations of emergency equipment and supplies, posted/displayed at the Program site at all times.

7) Locations of utility and sprinkler shutoffs, posted/displayed at the Program site at all times.

g. ***System Coordination***

1) ***Coordinated Entry System (CES)***

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

a) CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all Program clients, when appropriate and as established by RTFH; and

b) Participation in housing navigation, case conferencing, or other integral components of CES, when appropriate and as established by RTFH.

2) ***Youth Homeless Demonstration Program (YHDP)***

a) To support the efforts of the RTFH and the YHDP Coordinated Community Plan, to provide more accessibility to mainstream programs for Transitional Age Youth

(TAY) experiencing homelessness, Contractor staff will participate in trainings related to youth-specific service delivery, when and as determined by the Commission.

b) In accordance with the YHDP Coordinated Community Plan, Contractor will work with the Commission, RTFH, and the Youth Action Board (YAB) to incorporate suggested program and service changes as applicable to ensure safe and stable environments for TAY.

3) ***2-1-1 San Diego Participation***

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

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

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

6. PROGRAM STANDARDS AND PERFORMANCE MONITORING

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

1) Contractor must actively participate in compliance and performance monitoring and improvement activities required by the Commission.

2) Contractor will attend and contribute to any meetings or trainings (sharing Contractor's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.

3) Contractor must comply with requirements for care and maintenance of facilities, including participation in semiannual facility inspections by Commission staff, performance of required maintenance, and timely notification of any issues at facilities to Commission staff.

4) Commission staff involved in monitoring and/or administrating the agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. Generally, these visits will be prescheduled but that may not always be possible. When Commission staff make unscheduled visits they will do what they can to minimize any disruption and will not unnecessarily ask direct service delivery

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

staff to redirect their time towards the unscheduled visit. However, any cooperation/communication Commission staff may be needed from site staff is expected.

5) Contractor shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of contract effective date. Contractor must provide current policies and procedures at any time during the term of this agreement within 15 calendar days of request by the Commission. Any changes to the policies and procedures that impact client service or access to the Program as designed and reflected in the terms and conditions of the agreement shall be submitted to the Commission for review. The Commission will provide feedback to the Subrecipient within 15 calendar days. The Commission reserves the right to request changes to program policies and procedures throughout the term of the Agreement. Program policies and procedures must include, at a minimum, the following components:

   a) Project design as it relates to proposed target population and surrounding community, grounded in Housing First principles, harm reduction, trauma-informed care, and diversion strategies, including plan for how internal and external resources and partnerships will be utilized to maximize services provided to clients.

   b) Service description and delivery method for the following:

      (1) Diversion

      (2) Intake process and eligibility criteria

      (3) Housing location and system navigation; and

      (4) Case management including assessment, development of housing plan, case note documentation, issuance of RTFH-approved triage tool for all Program clients, when needed and appropriate.

   c) Program exit procedures/termination policies

   d) Procedure for verifying and documenting homelessness that is compliant with HUD's recordkeeping and reporting requirements and RTFH's community standards, including third-party due diligence after project entry. The procedures must require documentation at intake of the evidence relied upon to establish and verify homelessness and must establish the order of priority for obtaining evidence. Lack of third party documentation should not be a barrier to project entry if the participant is otherwise eligible.

   e) Low barrier guidelines based on Housing First principles, which will be displayed on site at all times; the following criteria may not be used to determine Program eligibility and continued stay:

      (1) Sobriety and/or commitment to be drug-free

      (2) Requirements to take medication if the resident has a mental illness

      (3) Participation in religious services or activities

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

(4) Payment or ability to pay

(5) Identification

f) Contraband control and confiscation policy

g) Critical incident reporting policies and procedures

h) Procedure for collecting and assessing client feedback and for incorporating client feedback into service delivery and program design

i) Client grievance policies and procedures

j) Client confidentiality and privacy/consent (ROI)

k) Progressive disciplinary policy for clients and procedures for client appeals

l) Service Agreement/Terms of Service which include reference to violations that lead to immediate termination

m) Violence Against Women Act (VAWA) policies and procedures and notice of occupancy rights under VAWA; See §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9); The Federal Register publication FR-5720-F-03 reauthorizing the Violence Against Women Act of 2013 can be viewed and referenced at https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf.

n) Biohazard waste policies and procedures

o) Reasonable Accommodation Requests/Appeal process

p) Notice of privacy practices to be provided to clients

q) Rights of Persons Served

r) Any policy describing how households or individuals outside of the target population are served and/or any exclusionary policies

s) Housing First fidelity policies and description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles

(1) The policies must align with RTFH community standards, as they apply to the program, and demonstrate the Program does not:

(a) Require a minimum level of income at entry;

(b) Screen out for substance use;

(c) Screen out for criminal record except as mandated by Federal, State, or local regulations;

(d) Screen out persons with history of victimization (domestic violence, assault, abuse); and

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

(e) Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income.

(2) In addition, the Program does not require additional steps (e.g. a required stay in transitional housing or a certain number of days of sobriety) when Program clients determine they want assistance moving into permanent housing.

t) Mandated reporting staff training and procedures.

u) Educational Assurances, if applicable.

b. ***Staffing and Training***

Nothing herein shall be interpreted to result in or conclude that the Commission is a joint employer with the Contractor.

1) Contractor's job descriptions for supervising case manager, case manager and housing specialist positions must align with mutually agreed upon job descriptions developed by the Commission and the Contractor for all work performed pursuant to this Agreement.

2) Contractor shall, upon employment or promotion of staff for any of the above positions, certify in writing to the Commission that Contractor's employees possess the appropriate level of job skills and job knowledge to perform work as set forth in the mutually agreed upon job descriptions.

3) Contractor will participate in any Housing Focused Shelter training provided by the Commission or RTFH as directed by the Commission and participate in any future assessments that may be conducted through a third party consultant to assist the Commission, the City and the Contractor in ensuring program design best meets the needs of the population being served, is focused on exits to permanent housing, and aligns with national best practices and regional standards as determined by the Commission and RTFH.

4) Contractor will provide documentation of annual training on all mandated subjects (listed below) to all Program operations staff, regardless of length of service;

5) Contractor will ensure that all service staff funded by this Program participate in all required trainings as determined by the Commission, which at a minimum will include Homelessness Prevention and Shelter Diversion, Trauma Informed Care, Motivational Interviewing, Harm Reduction, and operating a Housing-Focused shelter program; and

6) Contractor will maintain a written drug and alcohol free policy for staff that is posted/displayed at the Program site at all times, which will include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

c. ***Housing First***[1]

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

1) Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements.

2) Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

d. ***Program Records***

1) ***Recordkeeping***

a) The Contractor shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. The Contractor shall make available to the Commission, City, U.S. Government, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.

b) All Contractor files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only.

c) The Contractor must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

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

e. ***Mandatory Attendance***

Throughout the year the Commission will host periodic roundtable meetings where the Commission can share information, discuss best practices, and provide technical assistance to providers. Attendance is required at roundtable meetings, including but not limited to, attendance at the Fiscal Year Kickoff Workshop and a minimum of one technical assistance roundtable.

[1] United States Interagency Council on Homelessness, https://www.usich.gov/tools-for-action/housing-first-checklist

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

f. ***Match and Leverage Commitments***

All projects shall provide summary documentation of any matching funds through leveraged or in kind resources used to enhance programs services and operations within 30 days following the end of the Agreement term.

7. PROGRAM OUTCOMES

a. Contractor agrees to enter all data into the RTFH-approved HMIS for data collection and analytics. All Program progress will be documented to the Commission through monthly and term-end reports in a form, format, and submission timeline determined by the Commission and/or the City. Delays in responding to inquiries from the Commission regarding monthly and term-end reports may result in an action of noncompliance.

b. If stated benchmarks are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.

c. For the Agreement term, Contractor shall use good faith efforts to accomplish the following primary Program outcomes and targets:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient Number of Households Served	# of Persons/Households Served	Reporting Only
	# of Persons/Households Exiting the Program monthly	
	# of Persons/Households Remaining in the Program monthly (persons who entered in a previous month and did not exit in the current reporting month) ("Stayers")	
	Client Demographics/Characteristics	
Exits	Positive Outcome	At least 30% exit to Permanent or Other Longer-Term Housing[2]

[2] "Other Longer-Term Housing" includes the following destinations, as captured by HMIS: transitional housing for homeless persons (including homeless youth); staying or living with family, temporary tenure; staying or living with friends, temporary tenure; safe haven; foster care home or foster care group home; substance abuse treatment facility or detox center; and long-term care facility or nursing home.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
	Negative Outcome	Less than 20% leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only
Length of Participation	Average Length of Stay for All Persons Exiting the Program	Reporting Only
	Average Length of Stay for Persons Exiting the Program to Permanent Housing	150 days or less
	Average Length of Stay for All "Stayers" in the Program	Reporting Only
	Length of Participation in Days for all "Stayers"	
Housing Stability	Recidivism	No more than 12% of clients exiting to permanent housing return to shelter, safe haven, or supportive services within 6 months of exiting the Program
Improved Self-Sufficiency	% of Adults who entered with income from any source and retained the income at exit	Reporting Only
	% of Adults who gained or increased income from any source at exit	
	% of Adults who entered with employment income and retained the income at exit	
	% of Adults who gained or increased employment income at exit	

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 95%
	Number of Individuals on Program Waitlist	Reporting Only

8. REQUESTS FOR REIMBURSEMENT ("RFR")

a. Contractor must complete monthly RFR submittals, including all required supporting documentation, in a form and format determined by the Commission and/or the City, no later than the 15th day of the month after each reporting period, irrespective of the day of the week when the 15th falls.

   1) Contractor is subject to all supporting documentation requirements described in the City's Economic Development Department Operating Manual in effect during the Agreement term. Supporting documentation includes, but is not limited to: legible copies of all pages of invoices and receipts; copies of dated timesheets, approved by the employee; copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic fund transfer.

   2) Failure to submit appropriate supporting documentation, or respond to the Commission's inquiries for documentation, may result in requested amount being disallowed.

   3) If there are no expenditures to report, Contractor must submit an RFR verifying that there is no claim for the reporting period.

b. If all supporting documentation is submitted properly in the RFR submittal, the Commission will attempt to process payment no later than the thirtieth (30th) day of the month in which the RFR was submitted.

c. Any delay in the approval of monthly or year-end reporting described herein, as a result of the Contractor's lack of timely response to inquiries from the Commission, may result in delayed reimbursement.

9. REVERSION

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

10. MEDIA/COMMUNICATIONS

Contractor shall coordinate with and seek the prior written consent and permission of Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement. Commission's permission shall not be unreasonably withheld, conditioned or delayed and should Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, Commission's approval shall be deemed to have been given.

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

11. CLOSE-OUTS

a. Upon the Program closing date, Contractor shall:

   1) Return all equipment, less normal wear associated with operating the Program, to a storage site identified by the Commission or City and remove all such items from the Program site; and

   2) Return the site to the same condition as received less normal wear.

b. Contractor shall be responsible for completing and submitting a close-out packet to include information such as but not limited to total number of clients housed, Program accomplishments, demographics and financial summary of award for each applicable funding source.

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

   1) Making final payments;

   2) Disposing of Program assets, including the return of all unused materials, Program income balances, and accounts receivable to the Commission; and

   3) Determining the custodianship of records.

d. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period Commission has control over funds related to this Program.

12. COVID-19 EMERGENCY RESPONSE

a. Services provided under this Agreement shall include the provision of services at other sites as may be deemed necessary or appropriate as determined by the City of San Diego and directed by the Commission to best serve client needs under County, State or Federal directions or restrictions related to mitigating the spread of COVID-19.

b. While operating under COVID-19 emergency response activities; the number of beds the Contractor is expected to support under the current detailed staffing numbers and related

expenses as reflected in the approved budget, will be determined based on the Contractor's, the City's and the City's enlisted partners ability to logistically support the assigned number of beds.

c. Any necessary adjustments to specific line item amounts as detailed in the Contract Attachment No. 3, will be memorialized through an administrative review and approval process, and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

d. Any proposed increases to the overall budget may be requested in writing by the Contractor. Such requests may be reviewed and approved by the Commission in its sole discretion.

13. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego[3]	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing[4]	Safe, short-term program providing basic services, such as temporary housing, restrooms, meals, and services focused on supporting an individual or family access permanent housing as quickly as possible. Bridge Housing is specifically defined as a temporary housing program for individuals or families who have accepted and are enrolled in a permanent housing program but have not yet moved into a permanent unit. In this situation, they are only using the program as a safe place to stay while they await permanent housing placement.
Chronically Homeless[5]	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

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

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

[5] "Defining Chronically Homeless Final Rule." *HUD EXCHANGE*, vol. 80. No. 233, Dec. 2015, p. 75793. *Federal Register*, https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

TERM	DEFINITION
	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.
Community Development Block Grant[6]	The Community Development Block Grant (CDBG) program is a flexible program providing communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.
Continuum of Care[7]	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.
Coordinated Entry System[8]	The Coordinated Entry System (CES) functions throughout the San Diego region and connects individuals and families experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless (RTFH). Information provided by homeless individuals and entered into the Homeless Management Information

[6] "Community Development Block Grant Program – CDBG." *HUD.GOV,* www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

[7] "Continuum of Care (CoC) Program." *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

TERM	DEFINITION
	System (HMIS) is utilized by RTFH to triage homeless San Diegans into the most appropriate housing intervention.
Critical Incident Report[9]	A "Critical Incident" is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the HNC.
Diversion[10]	A strategy used to prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.
Emergency Shelter[11]	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Some Emergency Shelter programs may only operate as seasonal, inclement weather or rotational shelter services, may be open for less than 24 hours a day, and operate for periods during the year as permitted by special arrangement with local jurisdictions.
Matching Funds[12]	The term "matching funds" refers to the amount of project funding that a grantee agrees to provide in return for being awarded partial funding of the same project.

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

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

[11] "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

[12] "Glossary of Terms." *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

TERM	DEFINITION
Homeless[13]	Category 1: Individual or Family who lacks a fixed, regular, and nighttime residence, meaning: • Has a primary nighttime residence that is a public or private place not meant for human habitation; • Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or • Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. Category 2: Individual or family who will imminently lose their primary nighttime residence, if: • Residence will be lost within 14 days of the date of application for homeless assistance; • No subsequent residence has been identified; and • The individual or family lacks the resources or support networks needed to obtain other permanent housing. Category 4: Any individual or family who: • Is fleeing, or is attempting to flee, domestic violence; • Has no other residence; and • Lacks the resources or support networks to obtain other permanent housing.
Homeless Assistance Standards[14]	The Homeless Emergency Assistance and Rapid Transition to Housing Act (definition below) requires Continuums of Care to develop a common set of system-wide standards for all homeless services programs within a Continuum of Care's geographic region. In May 2017, the Regional Task Force on the Homeless adopted standards for San Diego.
Homeless Emergency Assistance and Rapid	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

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

[14] "Regional Task Force on the Homeless Community Standards." *Fermanian Business & Economic Institute*, May 2017, www.rtfhsd.org/wp-content/uploads/2017/06/Governance_San_Diego_CoC_System_Standards_Approved_-051817.pdf.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

TERM	DEFINITION
Transition to Housing Act[15]	changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.
Homeless Management Information System[16]	A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The San Diego regional HMIS software is called Clarity.
Housing First[17]	Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.
Integrated Homeless Outreach Team[18]	The Integrated Homeless Outreach Team (IHOT) provide outreach and engagement services. They are an initial point of contact with people unsheltered and living on the streets. Each IHOT Team is composed of police officers, County psychiatric clinicians and County Mental Health eligibility technicians.
Interim Housing[19]	Safe, short-term program providing basic services such as temporary housing, restrooms, meals, and services focused on supporting an individual or family to access permanent housing as quickly as possible. Key distinctions are individuals and families can stay at the facility for a brief period of time and their bed is reserved from night to night.

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

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

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

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

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

TERM	DEFINITION
Memorandum of Understanding[20]	A Memorandum of Understanding (MOU) is a formal, written agreement between two or more parties that establishes a partnership. Unless an MOU affirmatively states that parties do not intend to be legally bound by its terms, it will generally be considered a binding agreement.
McKinney-Vento Act[21]	The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that provides federal money for homeless shelter programs.
Permanent Housing[22]	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 client 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.
Psychiatric Emergency Response Team[23]	The Psychiatric Emergency Response Teams (PERT) consist of specially trained officers and deputies who are paired with licensed mental health professionals. Together, they respond on-scene to situations involving people who are experiencing a mental health related crisis and have come to the attention of law enforcement. The goal is to provide the most appropriate resolution to the crisis by

[20] "Establishing a Memorandum of Understanding." *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

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

[22] "Continuum of Care (CoC) Program Eligibility Requirements." *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

TERM	DEFINITION
	linking people to the least restrictive level of care and to help prevent the unnecessary incarceration or hospitalization of those seen.
Regional Task Force on the Homeless[24]	The Regional Taskforce on the Homeless (RTFH) is a 501(c)(3) organization committed to preventing and alleviating homelessness in San Diego as well as tracking regional data on the homeless. RTFH is also the administrator of the central HMIS for the region.
San Diego Housing Commission and SDHC[25]	The San Diego Housing Commission or SDHC (when used in this document these terms are synonymous) provides affordable, safe, and quality homes for low- and moderate-income families and individuals in the City of San Diego.
U.S. Department of Housing and Urban Development[26]	The Department of Housing and Urban Development (HUD) administers programs that provide housing and community development assistance. HUD also works to ensure fair and equal housing opportunity for all. HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
U.S. Interagency Council on Homelessness[27]	The U.S. Interagency Council on Homelessness (USICH) coordinates and catalyzes the federal response to homelessness, working in close partnership with Cabinet Secretaries and other senior leaders across 19 federal member agencies.
Veteran[28]	Low to Moderate Income (LMI) veterans who served in the armed forces of the United States on federal active duty for reasons other than training and who were discharged or released therefrom. Individuals who served in the National Guard or Reserves are classified as Veterans only if they were called or ordered to active duty, not counting the four to six months for initial training or yearly summer camps. Service as a civilian employee or civilian volunteer for the Red Cross, United Service Organizations (USO), Public Health Service, or War or Defense Department is not considered

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

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

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

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

[28] "FY 2018 CDBG Request for Qualifications (RFQ) Frequently Asked Questions (FAQ)." The City of San Diego, 2 Nov, 2016, p. 5, www.sandiego.gov/sites/default/files/fy18cdbgrfqfaq1.pdf.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

TERM	DEFINITION
	active duty. For Merchant Marine service, only service during World War II is considered active duty, and no other period of service.
Violence Against Women Act (VAWA)[29]	The Violence Against Women Act (VAWA) prohibits denial or termination of assistance or eviction solely on the basis that an individual is a victim of domestic violence, dating violence, stalking or sexual assault. VAWA applies to all individuals regardless of sex, gender identity, or sexual orientation. Under most circumstances, a survivor need only to self-certify in order to exercise rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections under VAWA. VAWA includes housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs.[30] These protections apply to certain housing programs subsidized by HUD even where there is no lease, including shelters, temporary housing, short-term supported housing, and safe havens. VAWA's housing protections include emergency transfers which allow survivors to move to another safe and available unit if they fear for their life and safety. Additionally, covered housing providers cannot deny tenancy or occupancy rights based solely on adverse economic and criminal consequences that are a direct result of being a survivor, such as damage to survivor's property causing eviction and poor rental history.[31]
Vulnerability Index – Service Prioritization and Decision Assistance Tool[32]	The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) is an evidence based common assessment tool containing a set of questions designed for initial screening to quickly assess the health and social needs of people experiencing homelessness and match them with the most appropriate support and housing interventions that are available. This tool examines and scores an individual or family's vulnerability level, and provides a basis for prioritizing clients for housing opportunities.

[29] https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf

[30] https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

[31] https://archives.hud.gov/news/2016/pr16-159.cfm

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

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE

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

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

SAN DIEGO HOUSING COMMISSION

SDHC

SAN DIEGO HOUSING COMMISSION
SUBRECIPIENT PROJECT BUDGET SUMMARY

Fiscal Year: 2021
Project Name: Bridge Shelter for Single Women, Families with Children, and Transitional Age Youth (TAY)
Provider Name: St. Vincent de Paul Village, Inc.
Total Funding Amount: $ 4,747,087.40

SPENDING CATEGORIES	[redacted]HHAPP	OTHER FUNDING SOURCES [OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	[OTHER FUNDING SOURCE]	TOTAL PROJECT BUDGET
PERSONNEL EXPENSES (PE)	$ 1,823,393.99	$ -	$ -	$ -	$ 1,823,393.99
NON-PERSONNEL EXPENSES (NPE)	$ 2,923,693.41	$ -	$ -	$ -	$ 2,923,693.41
FAIC BUDGET	N/A				N/A
TOTAL BUDGET	**$ 4,747,087.40**	**$ -**	**$ -**	**$ -**	**$ 4,747,087.40**

An increase to personnel expenses measured by the cost of living increase year on year shall be provided, but only upon the following conditions: In no event shall the increase be more than 2%, and, that increase shall conditioned and only be permitted to the extent that funding for such increases have been authorized by the Housing Authority. Without sufficient funding such increases shall not be allowed

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

CONTRACT ATTACHMENT NO. 4
HHAP GRANT AGREEMENT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00099	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Business, Consumer Services, and Housing Agency

CONTRACTOR NAME
City of San Diego

2. The term of this Agreement is:

START DATE
Upon BCSH Approval

THROUGH END DATE
06/30/2025

3. The maximum amount of this Agreement is:
$22,491,840.12

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	1-6
	Exhibit B	Budget Detail and Payment Provisions	7-11
	Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ -	Exhibit D	Special Terms and Conditions	22
+ -	Exhibit E*	General Terms and Conditions	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
City of San Diego

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
202 C Street, MS 9A	San Diego	CA	92101

PRINTED NAME OF PERSON SIGNING	TITLE
Robert Vacchi	DCOO
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	4/28/2020

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00099	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services, and Housing Agency			
CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350A	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramírez	TITLE Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED 5/14/2020		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Page 2 of 2

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

4/28/2020

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

3. **Definitions**

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services and Housing Agency.

(b) "Applicant" means a continuum of care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars ($650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. **Scope of Work**

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

A. Rental assistance and rapid rehousing.
B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
G. Prevention and shelter diversion to permanent housing.
H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
   i. The number of available shelter beds in the city, county, or region served by a continuum of care.
   ii. Shelter vacancy rate in the summer and winter months.
   iii. Percentage of exits from emergency shelters to permanent housing solutions.
   iv. A plan to connect residents to permanent housing.

5. **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of San Diego
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	202 C Street, MS 9A San Diego, CA 92101
CONTRACT MANAGER	Amber Ostrander	Kimberlee Zolghadri 20-HHAP-00099
PHONE NUMBER:	916-651-7995	619-236-6213
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	kzolghadri@sandiego.gov

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. **Effective Date, Term of Agreement, and Deadlines**

   A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

   B. Contractual Obligation:
      - Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023.**
      - Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023.**

Cities or continuums of care that contractually obligate less than 50 percent or program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B).

   C. Full Expenditure of HHAP Grant Funds
      - All HHAP grant funds **(100 percent)** must be expended by **June 30, 2025.** Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget Detail & Changes**

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. **General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP funds being released:

A. Request for Funds Form (RFF)

B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.

C. Data Use Agreement **(continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions)**

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. **Disbursement of Funds**

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. **Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
   (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
   (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.

B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.

C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.

D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.
If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. **Reimbursement**

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.

C. Approval from HCFC must be obtained prior to obtaining reimbursement.

D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required to submit the following information for HCFC to review and approve or deny such projects:
(1) The number of available shelter beds in the jurisdiction;
(2) The shelter vacancy rate in the summer and winter months;
(3) The percentage of exits from emergency shelters to permanent housing solutions; and
(4) A plan to connect residents to permanent housing.

6. **Ineligible Costs**

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

7. **Administrative Costs**

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. Termination of Agreement
Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds
This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

1/28/2020

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. **Reporting/Audits**

A. Annual Report Deadlines
By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements
The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a).This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.

2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.

3. The types of housing assistance provided, broken out by the number of individuals.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing
Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection
The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention
The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement
Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement
In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.

2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).

3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).

4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.

5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

4/30/2020

DocuSign Envelope ID: 748A55FB-D2D6-47DF-9D2F-3924968B5CA3

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT E
GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

4/28/2020

EXHIBIT C-1:
Bridge Shelter Service Issues Report (Example)

BRIDGE SHELTER SERVICE ISSUES REPORT

Site Name: _____ Person Reporting Issues: _____ Date: _____

Site Address: _____ Contact Phone #: _____

Onsite Contact & Phone #: _____

Service	Location of Equipment/ Unit #	Describe problem
Portable Restrooms		
Hand Wash Units		
Shower Units		
Laundry Units		
Office Trailers		
Propane Gas and Tank service		
Mobile Storage Units		
Lighting Units		
Other		

*Email this report to Shelly Stowell (sstowell@sandiego.gov), Jonathan Herrera (jonathanh@sdhc.org) & San Diego Housing Commission (SDHCBridge@sdhc.org)

EXHIBIT C-2:
Repairs and Responsibility Chart

Item	Responsible Party	Where is it written?
Electric, plumbing, mechanical	SD Theatres	SD Theatres agreement
Clean air conditioning units	DMS	FJV 3/9/21 License says City is responsible
Clogged toilets	SD Theatres and Facilities	SD Theatres email
Trash/Refuse	City to provide containers	FJV 3/9/21 License
Trash Removal	FJV	FJV 3/9/21 License
Pest control (interior)	FJV	FJV 3/9/21 License
Interior janitorial, including interior bathrooms/interior showers	FJV	FJV 3/9/21 License
Security	FJV	FJV 3/9/21 License
Garbage Disposal	DMS/Maintenance/Facilities repair	FJV 3/9/21 License says City is responsible
Alarm systems	DMS/Maintenance/Facilities repair	FJV 3/9/21 License says City is responsible
Doors/hardware/electronic hardware	DMS/Maintenance/Facilities repair	FJV 3/9/21 License says City is responsible
Windows	DMS/Maintenance/Facilities repair	FJV 3/9/21 License says City is responsible
Laundry equipment	DMS/Maintenance/Facilities repair	FJV 3/9/21 License says City is responsible

Bathroom exhaust fans	DMS/Maintenance/Facilities repair	FJV 3/9/21 License says City is responsible
Drinking fountains	DMS/Maintenance/Facilities repair	FJV 3/19/21 License says City is responsible
Lighting fixtures	DMS/Maintenance/Facilities repair	FJV 3/9/21 License says City is responsible
Appliances	FJV (Repair or replacement subject to budget availability in SDHC operating agreement)	FJV 3/9/21 License says City is responsible

This list may not be comprehensive and is not limited to the items listed.

EXHIBIT D:

Litter Plan

1. The LICENSEE shall establish and will strictly enforce Regulations and Rules of Conduct applicable to all persons using the Facility.

2. The LICENSEE shall provide personnel 24-hours a day for the enforcement of all applicable rules.

3. The LICENSEE will be responsible for keeping the area free of litter, trash, and other related nuisances.

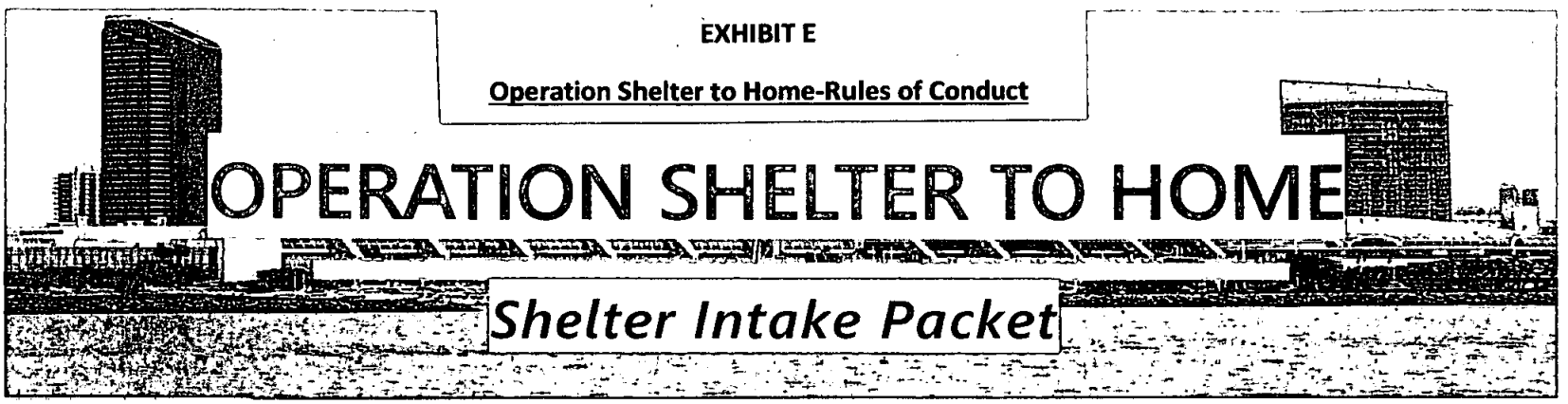
4. At least twice a day, the LICENSEE shall inspect the site.

5. The LICENSEE shall provide sweeping and litter control for the site.

EXHIBIT E:

Operation Shelter to Home -
Rules of Conduct

See Attached Exhibit E.



OPERATION SHELTER TO HOME

Shelter Intake Packet

The following documents must be reviewed and completed with clients at intake.

- For documents requiring client signatures, staff must collect the completed signature page and store it in each client's file.
- All Clarity/HMIS enrollment data should be collected and entered based on the shelter provider's standard data entry workflow, and follow RTFH HMIS data standards.
- Copies of all required intake documents must be provided to clients upon request.

Required Intake Documents

1. **Eligibility Screener and Homeless Certification** – Completed form must be saved in client file.
2. **Terms of Service and Guidelines for Community Living** – Copy must be provided to client; signature page must be saved in client file.
3. **Privacy and Confidentiality Statement** – Completed form must be saved in client file.
4. **Medical Release of Information** – Completed form must be saved in client file.
5. **Emergency Contact and Medication List** – Completed form must be saved in client file.
6. **Health and Safety Requirements** - Completed form must be saved in client file.
7. **HMIS Multiparty Authorization Form (MPA)** – Should be reviewed with client, signed, scanned and uploaded into Clarity/HMIS.
8. **HMIS Intake Questions (UDE's/PSDE's)** – Answers to all questions on HMIS intake forms should be collected and entered into HMIS/Clarity per agency's standard data entry workflow.
9. **COVID Best Practices** – Copy must be provided to client and reviewed.
10. **Items to Post and/or Make Available upon Request:**
    a. Agency's grievance procedure should be posted on-site and clearly visible for clients.
    b. HMIS Mandatory Data Collection Notice should be posted and clearly visible where intake process is completed.
    c. HMIS Notice of Privacy Practices should be provided upon request. HMIS Notice of Privacy Practices is available on the RTFH website (www.rtfhsd.org).

1. ELIGIBILITY SCREENER AND HOMELESS CERTIFICATION

Persons registered as sex offenders are not eligible to enter the shelter. Clients must be screened using the Megan's Law database (https://www.meganslaw.ca.gov/) by intake staff to determine sex offender status.

- If the client is a registered sex offender, intake staff should halt the intake process and refer the client to other resources.
- If the client is not a registered sex offender, intake staff must verify this by completing the information listed in the table below and initialing in the row labeled "Staff member initials verifying that client is not a registered sex offender".

Verification that Client is Not a Registered Sex Offender

Name of staff member who completed screening:	
Client Name:	
Staff member initials verifying that client is not a registered sex offender:	
Date of verification:	

Homeless Certification

Shelter staff must complete their agency's homeless certification form and store in the client's file. Staff must initial below to indicate this has been completed:

Staff member initials: _____

The City of SAN DIEGO
SAN DIEGO convention center
SDHC SAN DIEGO HOUSING COMMISSION
SAN DIEGO Regional Task Force on the Homeless

1a. Supplemental Intake Form

1. Are you subject to a lifetime registration requirement under a State sex offender registration program?

   ☐ ***Yes*** ☐ ***No***

The information below is being collected for funding purposes only and your responses do not impact your ability to access any services provided by the program.

1. Have you ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing?

   ☐ ***Yes*** ☐ ***No***

2. Are you a U.S. Citizen or do you have eligible immigration status?

   ☐ ***Yes*** ☐ ***No***

I, _____, hereby certify that the information presented above is true and correct to the best of my knowledge.

Client's Signature **Date**

☐ ***Client declined to sign (if client declines, staff should check box and sign below):***

Staff Signature **Date**

BLANK PAGE

2. TERMS OF SERVICE & GUIDELINES FOR COMMUNITY LIVING

Shelter in Place

Governor Gavin Newsom ordered California's nearly 40 million residents to shelter-in-place. The order will remain in place "until further notice." Californians "may leave to provide or receive certain essential services or engage in certain essential activities and work for essential business or government services". This includes going to purchase groceries, pick-up prescriptions and to obtain health care, as well as commute to jobs deemed essential.

For this reason you are asked to only exit the shelter for the reasons labeled above and to limit the number of exits and entries per day to protect the safety and wellbeing of other staff and residents.

You are required to do a basic screening daily for symptoms related to COVID-19. The intent of the screening is to quickly identify anyone at risk so that they may be assessed further by medical staff on site. Please self-disclose any COVID-19 symptoms (Information about symptoms is provided during intake and posted throughout the shelter site). **Please note that you will not be allowed to enter the shelter without washing your hands.**

While in the shelter, everyone is expected to maintain a minimum of 6 feet between all other persons; this is referred to as "social distancing". The Intake Specialist will provide you a handout on how to prevent the spread of COVID-19. It is important to follow the recommendations on the handout to protect yourself and prevent the spread of the disease.

Rights and Responsibilities

Each resident accessing shelter has the following rights:

1. To have all rights, responsibilities and program guidelines explained in the person's preferred language, directly or through interpretation or translation.
2. To receive services without harassment or unjust discrimination on the basis of race, color, creed, age, gender, sexual orientation, religion, disability or nationality or any other protected class.
3. To be treated fairly, with courtesy and respect.
4. To have all personal information kept confidential unless released by a signed consent or mandated by law to report.

5. To have privacy when exchanging personal information.
6. To have access to, or copies of, information contained in the person's case file
7. To have freedom from all types of abuse, exploitation, retaliation, humiliation, harassment and neglect.
8. To request reasonable accommodation and to receive services per federal and state fair housing laws, and Section 504 of the Rehabilitation Act of 1973.
9. To file a grievance or complaint against the program or organization and/or report any violation of shelter rules that violated your health or wellbeing.

Each resident has the following responsibilities:

1. To treat staff and other residents with courtesy and respect and to act in a manner that is not disruptive to others.
2. To provide all eligibility documentation as requested by Staff.
3. To call/inform shelter staff in advance if I expect to miss or be late to a scheduled appointment.
4. To not bring any drugs (including marijuana), drug paraphernalia, alcohol, or weapons to the program site.
5. To not engage in any type of illegal activity or business of any kind on the program site.
6. To smoke in only smoking designated areas.
7. To report any changes in telephone or contact information.

Terms of Service

All residents are required to abide by the Terms of Service and Guidelines for Community Living described in this handout. Each resident is provided a copy during their Intake or prior to their transfer to the shelter site. It is the responsibility of all staff to ensure the guidelines are consistently followed to ensure high community living standards for both residents and staff. By signing this Terms of Service and Guidelines for Community Living Form, you agree to live cooperatively and follow the guidelines and expectations outlined in this document:

I acknowledge that the following violations will lead to immediate exit from the Shelter:

1. Possessing or using drugs, alcohol or paraphernalia on site including marijuana.

2. Conducting illegal activity or business on the premises.
3. Violence or threats, physical or verbal, including fighting or being a threat to other clients.
4. Stealing from staff or other residents.
5. Carrying or storing weapons or objects that may be used to threaten or injure oneself or someone else.
6. Sexual activity of any kind.
7. Causing intentional damage to property.
8. Refusing to submit to a property or person search, if staff deems there is reason to conduct one.

Unacceptable Behavior Policy

Any unacceptable or disruptive Behavior, as specified but not limited to the below, will result in disciplinary action leading up to suspension of shelter services:

- Unwelcome physical contact, such as inappropriate touching, patting, pinching, punching & physical assault.
- Verbal abuse toward any individual.
- Display of demeaning, suggestive, or pornographic material

Important Information for New Shelter Residents

- **Access (Entry/Exit Policies):**
    - Wristbands are issued to each resident. This wristband must be worn at all times and must be shown to gain access to the shelter. If your wristband becomes damaged from wear and tear, please see shelter staff to trade in for a new one.
    - **Late Entry Exceptions**: Residents who work during curfew hours will be provided an exception to the curfew policy. Please report and provide appropriate supporting documentation (i.e. work schedule) to your Staff/POC.
    - **Bed Check Policy:** Residents are expected to return to their bed every night by 8:00 p.m. curfew. The State of CA is currently under a Shelter in Place order so no exceptions will be provided unless resident is working past the curfew. Any missed bed check must be reviewed with Shelter staff.

  - **Referrals to Isolation or Medical Care:** If you are referred off site for medical care, your bed will be held for you up to 14 days. If you need to remain in medical care beyond the 14 days, please contact your CM/POC.

- **Meal Times:**
  - **Breakfast:** Starting at 6:00 am.
  - **Lunch:** Starting at 12:00 am.
  - **Dinner:** Starting at 5:00 pm.
- **Laundry:** Laundry facilities are located on-site. Please sign up for laundry service on the sign-up sheet maintained by the Residential Staff.
- **Belongings:** Shelter Staff are not responsible for the safety of your belongings and are not responsible for any lost or stolen items. Your belongings are to be kept in your storage bins or on you. You may store 2 bags or bins under your bed for your personal belongings. Do not leave valuables where they can be seen. Bicycles must be stored in the designated bike rack area. Please plan to take your property with you when you exit the program. Staff will discard your belongings after **72 hours unless agreed upon otherwise**.
- **Mail:** Residents are encouraged to continue receiving their mail wherever they currently do so. Staff will conduct daily delivery of mail currently sent to shelters. If residents regularly receive mail at the Day Center or Housing Navigation Center, then they should continue to access the Day Center and the Housing Navigation Center directly for their mail. Mail received by shelters will be distributed by Residential Staff or can be picked up at the Residential Staff station.
- **Bulletin Board:** The bulletin board outside the office in your community will feature any updates and news you may need for the day. Any entertainment or activity opportunities will be updated daily.
- **Service Animals:** Residents may request to maintain their service or emotional support animal during their stay. Resident agrees to keep Animal on a leash at all times. Resident will not permit Animal to cause any damage to the property. Resident will ensure that Animal eliminates outside in the grass areas and will immediately clean up and properly dispose of the waste.
- **Smoking:** Smoking and Vaping is only allowed in the designated area. Please note marijuana will not be allowed on the premises even for medical reasons.
- **Visitors:** You may not have visitors at the Shelter.

- **Loitering:** There will be no loitering along the outside perimeter of the Convention Center. Security patrols the area on a regular basis.
- **Prescription Medication:** Residents must keep all prescription medication (labeled and bottled); staff is NOT permitted to hold or disperse medication (the only exception is medication that must be refrigerated).
- **Emergency Exit and Evacuation Plan:** In the event of a fire, please follow the direction of staff and security, exit to the closest Emergency Exit, and meet in your designated evacuation location. Please remain in the designated evacuation location until a head count has been completed and it is deemed safe to return. Evacuation information is posted throughout the site and will be reviewed during orientation.

Guidelines for Community Living

- **Lights:** Dormitory lights are turned off at 10:00 p.m. Sunday through Thursday and at 11:00 p.m. on Fridays and Saturdays. Residents must be quiet after lights are off.
- **Civility:** Residents are expected to treat the local community, the building, staff, volunteers and other Residents with respect. Please respect the privacy of other residents.
- **Cleanliness:** Residents are expected to contribute to the well-being of the shelter by helping maintain shelter cleanliness and keeping sleeping quarters tidy. Residents are expected to throw away all of their own trash and clean up after themselves.
- **Bedding/Bed Area:** Please keep your bed area clean and neat. You may not hang items off of your bed or tamper with someone else's belongings. No excess bags are allowed in the sleeping area.
- **Electronic Devices:** Laptops, tablets, phones and other electronic devises may be used with headphones but should be shut off by 10:00 p.m. in the dormitory area. You are responsible for your personal belongings. No video recording, audio recording or taking photos in the shelter.
- **Language:** Inappropriate language is not permitted at any time. Residents must refrain from talking loudly in the dormitory area.
- **Showers:**
    - Sign-up sheet is maintained by Resident Staff.
    - There is a 15 minute time limit on showers.

  - Towels and hygiene items are distributed as needed.
  - ADA showers are available.

- **Curfew:** Residents are asked to return to the facility prior to 8:00 p.m. for bed check. If a Resident has a work schedule that conflicts with curfew they will be asked to provide documentation to their Staff who will relay the information to Resident Monitors. All late arrivals will be documented and sent in a daily report to staff. Staff will follow-up to ensure reason for late arrivals has been approved. If reason is not acceptable, the curfew violation will be considered an unexcused absence and may lead to disciplinary action.
- **Cell Phones:**
  - Please turn off cell phones or set it on vibrate or silent while in the dormitory.
  - You may charge your cell phones, however, you are responsible for its safe keeping.
  - You may use your cell phones as an alarm in the mornings but please turn it off immediately and be conscious of other Residents with different schedules.
  - Video recording, audio recording and picture taking in the shelter is prohibited.
- **Banned Articles and Substances** - The following items are banned from the shelter:
  - **Weapons:** Including guns, knives, brass knuckles, and firearm ammunition.
  - **Dangerous Instruments and Materials:** Including but not limited to; sticks, bats, scissors, ice picks, box cutters, caustic chemicals, flammable liquids, and fireworks.
  - **Hazardous Tools and Utensils:** Including hammers, screwdrivers and carving forks (see your Staff if you have tools you need for employment or training).
  - Replicas of Weapons.
  - Illegal Drugs or Drug Paraphernalia.
  - Alcoholic Beverages.
  - Electrical Appliances, including hotplates and electric heaters.
  - Incense and candles.
- **Relationships in the Shelter:** Couples are welcome to stay in the shelter but must refrain from any physical contact in the shelter and/or any behaviors that are inappropriate. If a Resident's safety is at risk which is evidenced by activities on or offsite (i.e. Criminal or domestic violence charges), staff will assess and have the right to exit one or both Residents. **Women and men cannot loiter in each other's sleeping area.**
- **Responsible for Reading and Complying with:** Posted schedule times, not entering restricted areas, following program rules and verbal directives from staff.

By signing below, I am confirming that I have read and agree to the terms and rules described above. I acknowledge that my rights and responsibilities have been explained to me and that I have received a copy of this form.

Client's Name	**Signature**	**Date**

The City of SAN DIEGO
SAN DIEGO convention center
SDHC SAN DIEGO HOUSING COMMISSION
SAN DIEGO Regional Task Force on the Homeless

BLANK

PAGE

3. PRIVACY AND CONFIDENTIALITY STATEMENT

Participants may expect a reasonable degree of privacy regarding information not protected by federal and state laws. This privacy and confidentiality statement describes the purposes for which shelter staff may collect, store and disclose information, as well as the measures in place to protect and secure your personal information.

Your information is collected, stored and may be disclosed in a limited fashion with other staff and shelter partners in order to:

- Verify eligibility;
- Coordinate services for you to best meet your needs; and
- Complete tasks related to the shelter's administrative operations, such as assigning beds, tracking total shelter occupancy, and evaluating service delivery for efficacy.

Other reasons that we may need to disclose information include:

- When required to by law; and
- To avert a serious threat to the health or safety of yourself, another person, or the public.

While you are staying at the shelter, staff will follow all procedures necessary to protect the confidentiality and privacy of your information. Measures to protect your information include (but are not limited to):

- All client files and documents will be stored in a locked file cabinet;
- All client files will be transported in a secure manner;
- No client files will be left unattended in an unsecure location;
- Staff will utilize passwords on cell phones and computers where client information is accessed and utilize locking, password-protected screen savers;
- Records in use (i.e. on the desktop) shall be maintained in such a manner as to prevent exposure of information to anyone other than the user directly utilizing the record;
- After completion of faxing, copying or printing information, documents will be removed from the machines immediately;
- Staff will not have conversations with other staff or clients where clients' personal information may be compromised (other than for the purposes listed above);
- If any staff member believes that a client's privacy or confidentiality has been breached, they are expected to report the incident to their supervisor and submit a written incident report.

If at any point during your stay you have complaints or concerns regarding how your information has been used or disclosed, please file a grievance using the grievance procedure posted at the shelter.

I, _____, hereby acknowledge that I have notified of how my information will be collected, stored and disclosed for the purposes listed above while staying at the shelter.

Client's Signature **Date**

☐ ***Client declined to sign (if client declines, staff should check box and sign below):***

Staff Signature **Date**

The City of SAN DIEGO
LIVE WELL SAN DIEGO
REGIONAL TASK FORCE ON THE HOMELESS
SDHC SAN DIEGO HOUSING COMMISSION

4. MEDICAL RELEASE OF INFORMATION (ROI)

CONVENTION CENTER SHELTER

Medical Consent to Release Information Form

I, _____, hereby authorize communication regarding medical information by County of San Diego Public Health staff, emergency medical service staff and shelter staff on-site at Operation Shelter to Home. The purpose and need for this disclosure is to assist Operation Shelter to Home staff in evaluating and determining my medical and service needs.

Client's Signature Date

The City of SAN DIEGO
SAN DIEGO convention center
SAN DIEGO HOUSING COMMISSION SDHC
SAN DIEGO Regional Task Force on the Homeless

BLANK PAGE

5. EMERGENCY CONTACT AND MEDICATION LIST

To assist shelter staff in coordinating your services in the case of an emergency, we collect:

- An emergency contact who you authorize staff to contact in case of an emergency; and
- A list of medications you are currently taking regularly.

Emergency Contact

Name of contact person:	
Relationship:	
Address:	
Phone Number:	

I give staff permission to contact the person listed above in case of an emergency.

Client's Signature **Date**

The City of SAN DIEGO
SAN DIEGO convention center
SAN DIEGO HOUSING COMMISSION SDHC
SAN DIEGO Regional Task Force on the Homeless

Medication List

Medication	Notes

Client's Signature **Date**

Staff Signature **Date**

The City of SAN DIEGO
SAN DIEGO convention center
SAN DIEGO HOUSING COMMISSION
SAN DIEGO Regional Task Force on the Homeless

6. HEALTH AND SAFETY REQUIREMENTS

All residents who reside in shelter are required to implement the following health precautions, put in place to prevent the spread of COVID-19 and ensure safety of shelter residents and staff.

1. **Medical Testing for COVID-19:** All residents who reside in shelter are required to be tested for COVID-19. Residents will be tested at intake and may also be required to re-test during their stay at the shelter. Testing will be conducted on-site.
2. **Facial Coverings:** All residents are required to wear facial coverings when you are moving in and about the facility. Facial coverings will be provided to you by your service provider.
3. **Other Precautionary Measures:** Residents are required to follow guidance on other preventive measures recommended by the County of San Diego to prevent the spread of COVID-19. Any updates or new guidance will be provided to you by your service provider.

By signing below, I am confirming that I have read and agree to the requirements described above.

Client's Signature **Date**

BLANK

PAGE

To Receive Coordinated Care, Referrals and Services, Please Review and Sign this Authorization Form.

ABOUT RTFH HMIS AND 2-1-1 San Diego CIE: The San Diego County Homeless Management Information System (HMIS) managed by Regional Task Force on the Homeless (RTFH) and the Community Information Exchange (CIE) managed by 2-1-1 San Diego are two separate databases that are used to provide referral services to social services agencies for individuals with healthcare, housing, food, transportation, financial, and other needs. This authorization will allow HMIS and 2-1-1 participating agencies to collect information from you and your care team to assess your needs and put you in touch with social services agencies (Participating Agencies) they work with. Information will be shared with those Participating Agencies that provide services that can address your needs to coordinate referrals and services, track your progress and evaluate our success, among other things.

We are committed to protect your information from unlawful disclosure. This Authorization permits a Participating Agency to re-disclose health information to another Participating Agency and the information may no longer be protected under applicable health privacy laws. However, even if the Participating Agency is not subject to health privacy laws, RTFH, 2-1-1 San Diego, and their Participating Agencies are still required to employ administrative, technical, and physical safeguards to protect all information collected under this Authorization and use and disclose information in accordance with federal and state law.

By signing this form I authorize and request the Regional Task Force on the Homeless (RTFH), 2-1-1 San Diego, and Participating Agencies that they may refer me to or who may already be providing me with services to collect, record, use, and share my personally identifiable health, financial, housing, employment, and other relevant information with each other in order to assess my healthcare, housing, financial, and other needs, and to coordinate my care and provide comprehensive services to me.

The types of information that may be collected, used, and shared pursuant to this authorization includes, without limitation, the following to be shared in both HMIS and CIE:

- **Identifying Information:** Name, age, date of birth, social security number, address, personal ID, race, ethnicity, gender, contact information and contact information for family members, spouse, and my personal representatives

- **Housing:** Current location, destination, period of homelessness, prior residence, and local assessment data related to housing
- **Financial:** Employer, employment status, income, and non-cash benefits
- **Military:** Veteran status
- **Health Information:** Health and disability conditions and health insurance
- **Sensitive Information:** Drug, alcohol, and substance abuse, AIDS and HIV status, disabling conditions, developmental disabilities, mental health, and domestic violence information

Right to Decline or Revoke: I understand that I have the right to decline to share data or to revoke previous Authorization to share at any time by completing the Decline/Revocation form found at https://www.rtfhsd.org/what-we-do/homeless-management-information-system-hmis/ and sending it to RTFH at: support@rtfhsd.org or by mailing it to the Regional Task Force on the Homeless, 4699 Murphy Canyon Road, Suite 104, San Diego, CA 92123.

I also understand that I have the right to individually revoke my consent to share data within 2-1-1 San Diego CIE at any time by visiting https://ciesandiego.org/revoke/

Expiration/Renewal: Unless otherwise revoked, to the fullest extent allowed by law, this Authorization shall remain valid for seven (7) years from the Effective Date indicated below. This Authorization may be renewed with my written consent.

Other Rights: I understand that authorizing the disclosure of information is voluntary and I can refuse to sign. I do not need to sign this form to be assured of housing and/or health care treatment services or enrollment in a housing program or health plan. However, if this Authorization is required for RTFH, 2-1-1 San Diego, and the Participating Providers to provide coordinated referrals and services and if I do not sign this Authorization, then my receipt of housing or other services may be limited or delayed.

Right to a Copy of My Information: I understand that I may inspect or obtain a copy of the information to be used or disclosed from my providers.

Right to a Copy of this Authorization: I have right to receive a copy this Authorization.

Authorized Participating Agencies: The current list of Participating Agencies with whom RTFH and 2-1-1- San Diego may share my information will be posted on the RTFH website: https://www.rtfhsd.org/what-we-do/homeless-management-information-system-hmis/ and on the 2-1-1 San Diego CIE website: https://ciesandiego.org/partners/.

Client Information

Client/Head of Household Name		Date of Birth
Mailing Address/Place of Stay	Phone Number	Email

Signature of Individual or Legal Representative

Client Signature	Client Name	Date

Agency Name: _____

CLARITY HUMAN SERVICES

CLARITY HMIS: HUD-CoC PROJECT INTAKE FORM

Use block letters for text and bubble in the appropriate circles. Please complete a separate form for each household member.

PROJECT START DATE *[All Clients]*

		-			-				

Month **Day** **Year**

SOCIAL SECURITY NUMBER *[All Clients]*

			-			-				

QUALITY OF SOCIAL SECURITY			
o	Full SSN reported	o	Client doesn't know
		o	Client refused
o	Approximate or partial SSN reported	o	Data not collected

CURRENT NAME *[All Clients]*																			**N/A**
Last																			⌘
First																			⌘
Middle																			⌘
Suffix																			⌘

QUALITY OF CURRENT NAME			
o	Full name reported	o	Client doesn't know
o	Partial, street name, or code name reported	o	Client refused
		o	Data not collected

DATE OF BIRTH *[All Clients]*

		-			-					Age:

Month **Day** **Year**

CLARITY HUMAN SERVICES

QUALITY OF DATE OF BIRTH			
o	Full DOB reported	o	Client doesn't know
o	Approximate or partial DOB reported	o	Client refused
		o	Data not collected

GENDER *[All Clients]*

o	Female	o	Client doesn't know
o	Male	o	Client refused
o	Trans Female (MTF or Male to Female)	o	Data not collected
o	Trans Male (FTM or Female to Male)		
o	Gender Non-Conforming (i.e. not exclusively male or female)		

RACE (Select all applicable) *[All Clients]*

o	American Indian or Alaskan Native	o	Client does not know
o	Asian	o	Client refused
o	Black/African American	o	Data Not Collected
o	Hawaiian or Other Pacific Islander		
o	White/Caucasian		

ETHNICITY *[All Clients]*

o	Non-Hispanic/ Non-Latino	o	Client does not know
		o	Client refused
o	Hispanic/Latino	o	Data Not Collected
		o	Other

VETERAN STATUS *[All Adults]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
IF "YES" TO VETERAN STATUS			
Year entered military service (year)			

Year separated from military service (year)			
Theater of Operations: World War II			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
Theater of Operations: Korean War			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
Theater of Operations: Vietnam War			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
Theater of Operations: Persian Gulf War (Desert Storm)			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
Theater of Operations: Afghanistan (Operation Enduring Freedom)			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
Theater of Operations: Iraq (Operation Iraqi Freedom)			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
Theater of Operations: Iraq (Operation New Dawn)			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

Theater of Operations: Other peace-keeping operations or military interventions (such as Lebanon, Panama, Somalia, Bosnia, Kosovo)			
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

Branch of the Military			
o	Army	o	Coast Guard
o	Air Force	o	Client doesn't know
o	Navy	o	Client refused
o	Marines	o	Data not collected

Discharge Status			
o	Honorable	o	Dishonorable
o	General under honorable conditions	o	Uncharacterized
o	Other than honorable conditions (OTH)	o	Client doesn't know
		o	Client refused
o	Bad Conduct	o	Data not collected

RELATIONSHIP TO HEAD OF HOUSEHOLD *[All Client Households]*

o	Self	o	Head of household - other relation to member
o	Head of household's child		
o	Head of household's spouse or partner	o	Other: non--relation member

WHEN CLIENT WAS ENGAGED *[Street Outreach Only or Night by Night Emergency Shelter]*

Date of Engagement:	____/____/_____

IN PERMANENT HOUSING *[Permanent Housing Projects, for Heads of Households]*

o	No	o	Yes
IF "YES" TO PERMANENT HOUSING			
Housing Move-In Date:	____/____/_____		

PRIOR LIVING SITUATION

TYPE OF RESIDENCE *[Head of Household and Adults]*

o	Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	o	Staying or living in a family member's room, apartment or house
o	Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	o	Rental by client, with GPD TIP housing subsidy
o	Safe Haven	o	Rental by client, with VASH housing subsidy
o	Foster care home or foster care group home	o	Permanent housing (other than RRH) for formerly homeless persons
o	Hospital or other residential non--psychiatric medical facility	o	Rental by client, with RRH or equivalent subsidy
o	Jail, prison or juvenile detention facility	o	Rental by client, with HCV voucher (tenant or project based)
o	Long-term care facility or nursing home	o	Rental by client in a public housing unit
o	Psychiatric hospital or other psychiatric facility	o	Rental by client, no ongoing housing subsidy
o	Substance abuse treatment facility or detox center	o	Rental by client, with other ongoing housing subsidy
o	Residential project or halfway house with no homeless criteria	o	Owned by client, with ongoing housing subsidy
o	Hotel or motel paid for without emergency shelter voucher	o	Owned by client, no on-going housing subsidy
o	Transitional housing for homeless persons (including homeless youth)	o	Client doesn't know
o	Host Home (non-crisis)	o	Client refused
o	Staying or living in a friend's room, apartment or house	o	Data not collected

LENGTH OF STAY IN PRIOR LIVING SITUATION

o	One night or less	o	One month or more, but less than 90 days	o	Client doesn't know
o	Two to six nights	o	90 days or more, but less than one year	o	Client refused
o	One week or more, but less than one month	o	One year or longer	o	Data not collected

LENGTH OF STAY LESS THAN 7 NIGHTS *[TH, PH]*

o	No	o	Yes

LENGTH OF STAY LESS THAN 90 DAYS

[Institutional Housing Situations.]

o	No	o	Yes

ON THE NIGHT BEFORE - DID YOU STAY - STREETS, IN EMERGENCY SHELTER, SAFE HAVEN

[Head of Household and Adults]

o	Yes	o	No
Approximate Date Homelessness Started		____/____/_____	
Number of *times* the client has been on the streets, ES, or Safe Haven in the last 3 years			
o	One Time	o	Client doesn't know
o	Two Times	o	Client refused
o	Three Times	o	Data not collected
o	Four or More Times		
Total Number of *Months* homeless on the streets, ES, or Safe Haven in the last 3 years			
o	One month (this time is the first month)	o	Client doesn't know
o	2--12 months (specify number of months): _____	o	Client refused
o	More than 12 months	o	Data not collected

Are you a former ward of child welfare or a foster care agency? *[All Clients]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

DISABLING CONDITION *[All Clients]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

PHYSICAL DISABILITY *[All Clients]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

IF "YES" TO PHYSICAL DISABILITY – SPECIFY				
Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	o	No	o	Client doesn't know
	o	Yes	o	Client refused
			o	Data not collected

DEVELOPMENTAL DISABILITY *[All Clients]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

CHRONIC HEALTH CONDITION *[All Clients]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

IF "YES" TO CHRONIC HEALTH CONDITION – SPECIFY				
Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	o	No	o	Client doesn't know
	o	Yes	o	Client refused
			o	Data not collected

HIV-AIDS *[All Clients]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

MENTAL HEALTH PROBLEM *[All Clients]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

IF "YES" TO MENTAL HEALTH CONDITION – SPECIFY				
Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	o	No	o	Client doesn't know
	o	Yes	o	Client refused
			o	Data not collected

SUBSTANCE ABUSE PROBLEM *[All Clients]*

o	No	o	Both alcohol and drug abuse
o	Alcohol abuse	o	Client doesn't know
		o	Client refused
o	Drug abuse	o	Data not collected

IF "ALCOHOL ABUSE" "DRUG ABUSE" OR "BOTH ALCOHOL AND DRUG ABUSE" – SPECIFY

Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	o	No	o	Client doesn't know
	o	Yes	o	Client refused
			o	Data not collected

DOMESTIC VIOLENCE VICTIM/SURVIVOR *[Head of Household and Adults]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

IF "YES" TO DOMESTIC VIOLENCE

WHEN EXPERIENCE OCCURRED

o	Within the past three months	o	One year ago or more
o	Three to six months ago (excluding six months exactly)	o	Client doesn't know
		o	Client refused
o	Six months to one year ago (excluding one year exactly)	o	Data not collected

Are you currently fleeing?	o	No	o	Client doesn't know
	o	Yes	o	Client refused
			o	Data not collected

INCOME FROM ANY SOURCE *[Head of Household and Adults]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

IF "YES" TO INCOME FROM ANY SOURCE – INDICATE ALL SOURCES THAT APPLY

	Income Source	**Amount**		**Income Source**	**Amount**
o	Earned Income		o	Temporary Assistance for Needy Families (TANF)	
o	Unemployment Insurance		o	General Assistance (GA)	

o	Supplemental Security Income (SSI)		o	Retirement Income from Social Security	
o	Social Security Disability Insurance (SSDI)		o	Pension or Retirement Income from a Former Job	
o	VA Service-Connected Disability Compensation		o	Child Support	
o	VA Non-Service-Connected Disability Pension		o	Alimony and Other Spousal Support	
o	Private Disability Insurance		o	Other source	
o	Worker's Compensation				
Total Monthly Income for Individual:					

RECEIVING NON-CASH BENEFITS *[Head of Household and Adults]*

o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected

IF "YES" TO NON-CASH BENEFITS – INDICATE ALL SOURCES THAT APPLY			
o	Supplemental Nutrition Assistance Program (SNAP)	o	TANF Childcare Services
o	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	o	TANF Transportation Services
o	Other (**Specify):**	o	Other TANF-funded services

COVERED BY HEALTH INSURANCE *[All Clients]*

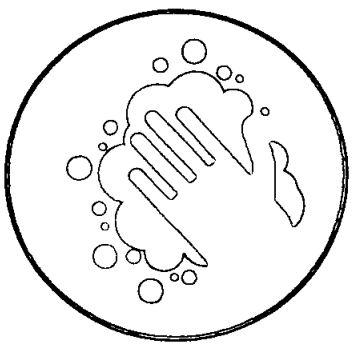
o	No	o	Client doesn't know
o	Yes	o	Client refused
		o	Data not collected
IF "YES" TO HEALTH INSURANCE - HEALTH INSURANCE COVERAGE DETAILS			
o	MEDICAID	o	Employer Provided Health Insurance
o	MEDICARE	o	Health Insurance Obtained Through COBRA
o	State Children's Health Insurance (SCHIP)	o	Private Pay Health Insurance
o	Veteran's Administration (VA) Medical Services	o	State Health Insurance for Adults
o	Other (specify):	o	Indian Health Services Program

SEXUAL ORIENTATION *[For CoC: YHDP funded programs Adults and Head of Households]*

o	Heterosexual	o	Other
o	Gay	*If Other please specify:*	
o	Lesbian	o	Client doesn't know
o	Bisexual	o	Client refused
o	Questioning/Unsure	o	Data not collected

HELP PREVENT THE SPREAD OF NOVEL CORONAVIRUS (COVID-19)

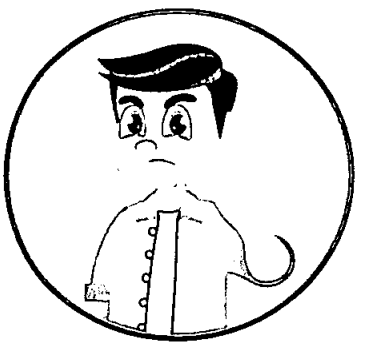
COVID-19 is a respiratory illness caused by a new coronavirus.
Symptoms include coughing, fever and shortness of breath.
To help prevent the spread of the virus and protect yourself, follow these recommendations:



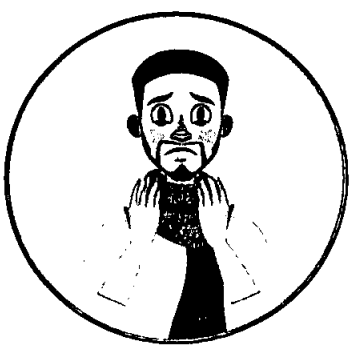
Wash your hands or use hand sanitizer often.



Avoid close contact with people who are sick.



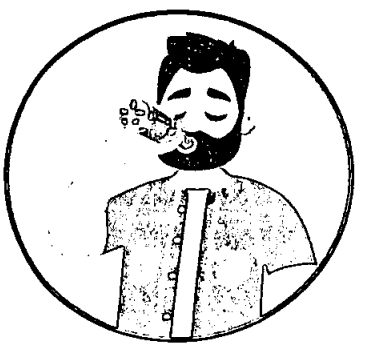
Keep your distance from others when you are sick.



Avoid touching eyes, mouth and nose with unwashed hands.



Cover your cough or sneeze with a tissue, then throw it in the trash and wash your hands.



Eat healthy foods and drink plenty of fluids.

For questions talk to your health care provider or call 2-1-1

For latest updates visit:
www.coronavirus-sd.com

COUNTY OF SAN DIEGO HHSA HEALTH AND HUMAN SERVICES AGENCY | LIVE WELL SAN DIEGO

What You Need To Know About Coronavirus

Novel coronavirus, or COVID-19, is a new global disease.

This virus presents symptoms that resemble the flu:

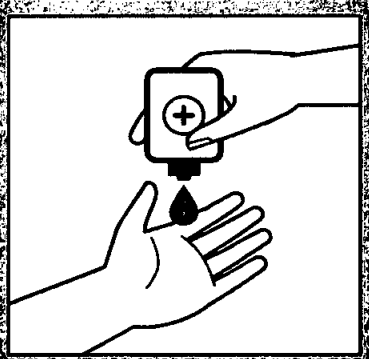
- Fever
- Cough (Usually Dry)
- Shortness Of Breath

At this time, there is no vaccine. Prevention is important.

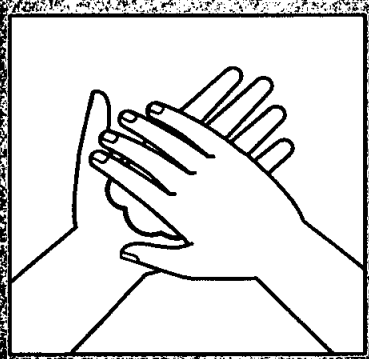
- Wash Your Hands Frequently
- Use Hand Sanitizer If Soap And Water Are Not Available
- Don't Share Unwashed Utensils
- Avoid Shaking Hands

If you are experiencing symptoms, please immediately contact your health care provider, tell an outreach worker or call 2-1-1 for information on how to find a health care provider.

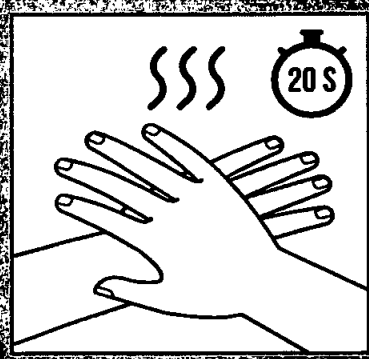
HOW TO USE HAND SANITIZER



APPLY THE PRODUCT ON THE PALM OF ONE HAND



RUB HANDS TOGETHER



COVER ALL SURFACES UNTIL HANDS FEEL DRY (20 SEC)

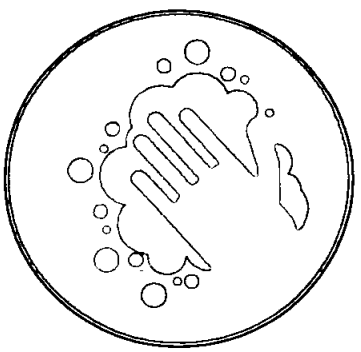
For latest updates visit:
www.coronavirus-sd.com

COUNTY OF SAN DIEGO HHSA HEALTH AND HUMAN SERVICES AGENCY

LIVE WELL SAN DIEGO

AYUDA A PREVENIR LA PROPAGACIÓN DEL NUEVO CORONAVIRUS (COVID-19)

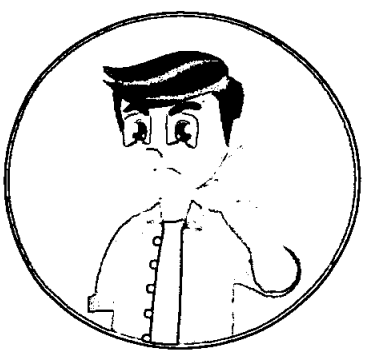
COVID-19 es una enfermedad respiratoria causada por un nuevo coronavirus.
Síntomas incluyen tos, fiebre, y falta de aire.
Para ayudar a prevenir la propagación del virus y protegerte, sigue las siguientes recomendaciones:



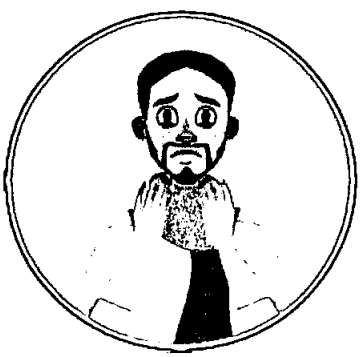
Lávate las manos o usa desinfectante a menudo.



Evita el contacto cercano con personas enfermas.



Mantente alejado de otras personas cuando estés enfermo.



Evita tocarte los ojos, boca o nariz si no te has lavado las manos.



Cúbrete la boca o estornudos con un pañuelo, tíralo a la basura y lávate las manos.



Come alimentos saludables y toma bastantes líquidos.

Si tienes preguntas, llama a tu proveedor de salud o al 2-1-1

Para actualizaciones, visita:
www.coronavirus-sd.com

COUNTY OF SAN DIEGO HHSA HEALTH AND HUMAN SERVICES AGENCY SAN DIEGO

Lo Que Debes Saber Sobre el Coronavirus

El nuevo coronavirus, o COVID-19, es una nueva enfermedad global.

El virus genera síntomas similares a la gripe:

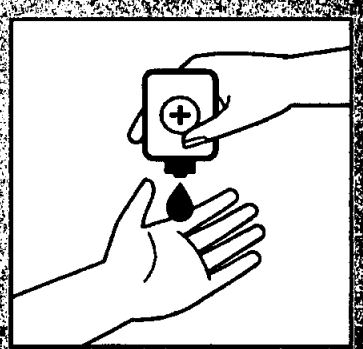
- Fiebre
- Tos (normalmente seca)
- Falta de aire

En este momento, no hay vacuna. Las medidas de prevención son importantes.

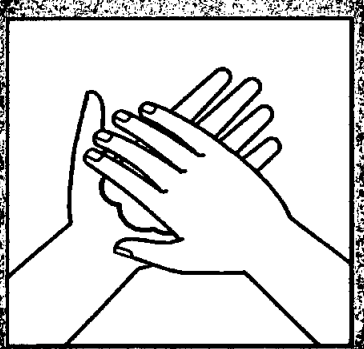
- Lávate las manos frecuentemente
- Usa desinfectante si no hay agua y jabón
- No compartas utensilios que no se han lavado
- Evita el saludo de mano

Si tienes síntomas, contacta a tu proveedor de salud inmediatamente, dile a tu trabajadora social o llama al 2-1-1 para encontrar un proveedor médico.

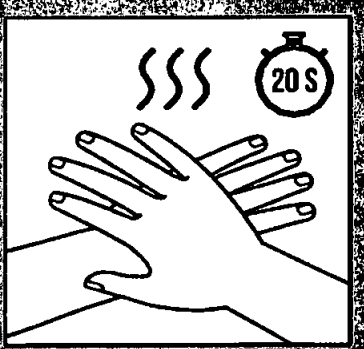
CÓMO USAR UN DESINFECTANTE



APLICA EL PRODUCTO EN LA PALMA DE TU MANO



FROTATE LAS MANOS



CUBRE TODAS LAS SUPERFICIES HASTA QUE LAS MANOS SE SEQUEN (20 SEGUNDOS)

Para actualizaciones, visita:
www.coronavirus-sd.com

COUNTY OF SAN DIEGO HHSA HEALTH AND HUMAN SERVICES AGENCY SAN DIEGO

EXHIBIT F:

Prevailing Wages

By signing this License, LICENSEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any construction or maintenance work as described in San Diego Municipal Code section 22.3019.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this License is subject to State prevailing wage laws. For construction work performed under this License cumulatively exceeding $25,000 and for alteration, demolition, repair and maintenance work performed under this License cumulatively exceeding $15,000, LICENSEE, its contractors and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. LICENSEE must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, LICENSEE, its contractors and its subcontractors shall ensure that all workers who perform work under this License are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. LICENSEE, its contractor and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this License. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate

shall become effective on the date following the expiration date and shall apply to this License in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this License, each successive predetermined wage rate shall apply to this License on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this License, such wage rate shall apply to the balance of the License.

2. Penalties for Violations. LICENSEE, its contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. LICENSEE, its contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. LICENSEE and its contractor shall require its subcontractors to also comply with section 1776. LICENSEE, its contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. LICENSEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. LICENSEE, its contractor and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. LICENSEE, its contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. LICENSEE's contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. LICENSEE, its contractor and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through1815.

6. Required Provisions for Subcontracts. LICENSEE shall, and shall require its Contractor, to include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. LICENSEE and its contractor in accordance with California Labor Code section 3700 are required to secure the payment of compensation of its employees and by signing this License, LICENSEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract." LICENSEE shall require this certification in all of its contracts related to the License.

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The LICENSEE shall withhold contract payments when notified by the City that LICENSEE, its contractor's or subcontractor's payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1.(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A contract entered into with any bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, LICENSEE is certifying that he or she has verified that all contractors and subcontractors used on this public

works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and LICENSEE shall provide proof of registration for themselves and all listed contractors and subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For LICENSEE, its contractor or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask LICENSEE for the most current list of contractors and subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this License at any time during performance of this License, and LICENSEE shall provide the list within ten (10) working days of the City's request.
Additionally, LICENSEE shall provide the City with a complete list of all contractors and subcontractors utilized on this License (regardless of tier), within ten working days of the completion of any project requiring the payment of prevailing wages under the License, along with their DIR registration numbers. LICENSEE shall withhold final payment to its contractor until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of $25,000 or less. The LICENSEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The LICENSEE or its contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The LICENSEE and its contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

List of all Subcontractors. The LICENSEE's contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).