

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 ALPHA PROJECT FOR THE HOMELESS, a California nonprofit public benefit corporation ("LICENSEE"), to be effective 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 improved with an approximately 24,000 square foot building with 42 units located at 1788 Palm Avenue, San Diego, California, 92154, which has been recently renovated.
- 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.

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 improved with an approximately 24,000 square foot building, which includes 42 rooms, located at 1788 Palm Avenue, San Diego, CA, 92154 ("Premises"), as further depicted in **Exhibit A: Legal Description of Premises, Exhibit B: Parcel Map of Premises, and Exhibit C: Aerial View of Premises** 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 Paragraph 61, 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 December 31, 2020, subject to earlier termination by either party as set forth in Paragraph 61.
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, onsite supportive services, including stabilization and housing relocation services utilizing trauma-informed care, motivational interviewing, and a harm reduction model, as required by the Operating Agreement between the LICENSEE and the San Diego Housing Commission ("SDHC Agreement") attached as **Exhibit D: 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. LICENSEE will, at its sole cost and expense, provide covered containers on the Premises to receive trash and refuse generated on the Premises. Refuse containers will not be located outside the Premises. 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. LICENSEE will provide and maintain the parking lot on the Premises in accordance with the Allowed Uses and terms and conditions of this License.
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, and will dispose of all garbage, trash, and rubbish in a manner reasonably satisfactory to CITY. If the Premises are put into a condition which is not decent, safe, healthy, and sanitary, 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 the existence of asbestos on the Premises.
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 repair, and in a safe, healthy and sanitary condition at all times during the Term. Maintenance shall include janitorial and routine maintenance and repair services at the Premises, including but not limited to, pest control, basic maintenance of landscaping, technology repairs, and general repairs, such as of: basic plumbing and electrical issues, doors/hardware/electronic hardware, windows, laundry, walls, fixtures including lighting fixtures, entry gates/fencing, furniture, IT equipment, including security equipment. CITY shall at no time during the Term of this License be required to make any improvements or repairs to the Premises. LICENSEE shall keep the Premises free and clear of rubbish, debris and litter at all times to CITY's satisfaction. LICENSEE shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at LICENSEE sole cost and expense, with respect to maintaining the Premises in a safe and secure manner during the Term. LICENSEE will, without limitation, perform all maintenance and repair to all components of the Premises in accordance with this License.. CITY has no obligation to provide oversight of the project or staffing or resources for the maintenance of the Premises during the Term. 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 conduct "Bi-monthly" inspections and submitting a detailed maintenance inspection report to the CITY's Real Estate Assets Department Director twice a month demonstrating that they have inspected every room and the common areas of the Premises and note any issues that need repair.
- (b) LICENSEE shall ensure that all ceiling exhaust fans in restrooms are operational at all times. Educational materials will be posted by the City in each room to inform occupants of the proper use of ceiling exhaust fans usage.
- (c) City shall install and LICENSEE shall maintain shower guards, to prevent water from spraying outside showers, in each room.
- (d) LICENSEE shall allow the City to clean and service room Air Conditioning units on a quarterly service schedule and provide a copy of the maintenance reports.

- (e) LICENSEE shall maintain all appliances, including but not limited to the appliances contained in **Exhibit F: New Appliance Inventory**, in a decent, safe, and sanitary condition. LICENSEE is obligated to maintain, repair, or replace all appliances on the Premises in accordance with manufacturer recommendations to prevent damage and disrepair. LICENSEE shall take all reasonable action to ensure that any existing warranties are not voided.
 - (f) 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.
 - (g) The LICENSEE shall strictly enforce the Communications/Litter Plan created to remove litter and maintain communication with the immediate neighborhood, contained in **Exhibit G: Communications/Litter Plan**.
15. **Security**. LICENSEE acknowledges and agrees that it assumes sole responsibility for continuous security at the Premises for its agents, 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 security personnel, services, procedures or equipment in, at, on or about the Premises (whether or not provided by CITY) 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, on or about the Premises. The LICENSEE shall comply with the Security Plan for the Premises contained in **Exhibit H: Security Plan**.
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 I: Rules of Conduct**.
17. **CITY's Right to Enter and Inspect**. CITY reserves the right to enter upon the Premises at all times, to perform any work or inspections on the Premises and to inspect the Premises as CITY deems necessary. Nothing in this section shall require CITY to perform any work or inspections. City will provide reasonable prior courtesy notice unless there is an emergency need to enter and inspect.
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 (minor wear and tear related to normal and reasonable operations of a homeless shelter excepted), subject to the satisfaction of the City.
20. CITY's Consent, Discretion. CITY's consent or approval under this License shall mean the written consent or approval of the Mayor of San Diego or his or her designee ("Mayor"), unless otherwise required by law or expressly provided herein, and shall be made in the Mayor's discretion, subject to all applicable laws, rules, regulations and directives of competent governmental authorities.
21. 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.
22. 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.
23. 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.
24. 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) [REMOVED]

(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.

25. Utilities. City will order, obtain, and pay for all water, utilities, and service and installation charges in connection with the operation of the Premises. To the extent LICENSEE's operational budget between it and the SDHC contains budget for utilities, LICENSEE will make those funds available to the City for payment of those utilities costs.
26. Construction Bond. If LICENSEE develops or constructs improvements on the Premises 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 insure 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.
27. 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.
28. 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 J: Prevailing Wages**.

29. **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.

29.1 **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.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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 of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 29.6 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 brought, 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.
30. 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.

31. 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.
32. 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.
33. 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.
34. 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).
35. 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.
36. 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.

37. 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.
38. 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.
39. 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). 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.

40. **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.
- 40.1 **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.
- 40.2 **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.
- 40.3 **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.
- 40.4 **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.

- 40.5 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.
- 40.6 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.
- 40.7 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.

41. 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 with respect to the method of any repairs or replacement arising under this License. Repair required at the end of the term is subject to the provisions in Section 19 (Restoration).
42. 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.

43. 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.
44. 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.
46. 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.
47. 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.

48. 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.
49. Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt, or decomposed aggregate surfaces unless otherwise approved in writing by CITY Contact prior to the commencement of the License use.
50. 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.
51. 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.
52. 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.
53. [REMOVED]
54. 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 in the Premises or any improvements thereon, and shall be solely responsible therefore.

55. 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:
- 55.1 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.
 - 55.2 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.
 - 55.3 LICENSEE will include language in each sublicense which indicates the sublicensee's agreement to abide by the provisions of this section.
 - 55.4 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.
 - 55.6 Where required by law, all improvements, fixtures, structures, or installations 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 will be at LICENSEE's sole expense.
 - 55.7 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.
56. 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.

57. [REMOVED]

58. 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.

59. 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.

60. 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.

61. Termination. CITY may terminate this License for any reason upon thirty (30) 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.

62. 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.
63. Survival. Any obligation which accrues under this License prior to its expiration or termination shall survive such expiration or termination.
64. 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.
65. 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.
66. 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.
50. 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

ALPHA PROJECT FOR THE HOMELESS
Attention: Executive Director
3737 Fifth Avenue, Suite 203
San Diego, CA 92103

67. 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.

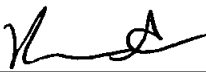
[Remainder of page intentionally left blank.]

68. 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.

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

THE CITY OF SAN DIEGO,
a California municipal corporation

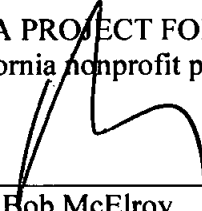
By:


~~Cybele L. Thompson~~ Kristin Geitz
Director, Real Estate Assets

Enteria

ALPHA PROJECT FOR THE HOMELESS,
a California nonprofit public benefit corporation

By:


Bob McElroy
President & CEO

Environmental Analysis Section Environmental Clearance:

Date: _____

By: _____

Alyssa Muto, Deputy Director
Environment & Policy Analysis

Approved as to form this 1st day
of October, 2020.

MARA W. ELLIOTT, City Attorney

By:

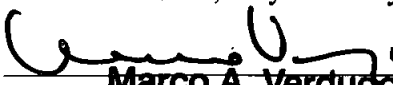

Name: Marco A. Verdugo
Title: Deputy City Attorney

Exhibit A: Legal Description of Premises

Exhibit B: Parcel Map of Premises

Exhibit C: Aerial View of Premises

Exhibit D: Operating Agreement between LICENSEE and SDHC

Exhibit E: Maintenance

Exhibit F: New Appliance Inventory

Exhibit G: Communications/Litter Plan

Exhibit H: Security Plan

Exhibit I: Rules of Conduct For Residents and Visitors

Exhibit J: Prevailing Wages

EXHIBIT A
Legal Description of Premises

The land referred to herein below is situated in the City of San Diego, in the County of San Diego, State of California and is described as follows:

Lot 2 of Palm Avenue subdivision, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 3963. Filed in the office of the County Recorder of San Diego County, September 15, 1958.

APN: 627-090-02-00

Doc: 627-9 MAP ASSESSOR

EXHIBIT C:
Aerial View of Premises



EXHIBIT D:
Operating Agreement Between LICENSEE and SDHC

**EXERCISE OF SECOND OPTION AND SECOND AMENDMENT TO
AGREEMENT FOR
CORTEZ HILL FAMILY CENTER INTERIM HOUSING PROGRAM
WITH
ALPHA PROJECT FOR THE HOMELESS
AGREEMENT NO. HHI-19-06.2**

WHEREAS, the San Diego Housing Commission ("Commission") and Alpha Project for the Homeless ("Subrecipient") entered into that certain Agreement for Cortez Hill Family Center Interim Housing Program ("Agreement"), dated January 3, 2019, effective January 1, 2019 through June 30, 2019.

WHEREAS, the Commission exercised the First of Two one-year options contained in Section 103 of the Agreement in order to provide a continuation of services under the Agreement's original scope of services.

WHEREAS, the Commission amended and replaced Attachment No. 2 Specifications/ Scope of Work of the Agreement.

WHEREAS, the Commission amended and replaced Contract Attachment No. 3 Compensation Schedule of the Agreement.

WHEREAS, the Commission, amended and added provision 243 to contract Attachment No. 1 of the Agreement.

WHEREAS, the Commission elects to exercise the Second of Two one-year options contained in Section 103 of the Agreement in order to provide a continuation of services.

WHEREAS, the Commission desires to amend and replace the previous Attachment No. 2 Specifications/ Scope of Work of the Agreement, effective February 14, 2020.

WHEREAS, the Commission also desires amend Contract Attachment No. 3 Compensation Schedule of the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Term of Second Option. The Commission exercises the Second of Two one-year options contained in Section 103 of the Agreement. The term of the one-year option period shall commence effective July 1, 2020 and continue through June 30, 2021.
2. Compensation during Second Option Period. The total compensation for all services performed and/or materials and goods supplied pursuant to the Agreement during the Second Option period shall not exceed One Million One Hundred Twenty-Three Thousand Four Hundred Eighty-Eight and No/100 dollars (\$1,123,488.00). All services performed and/or materials and goods supplied pursuant to the Agreement shall be on the same terms and conditions as set forth in the Agreement.

3. Attachment No. 2 "Specifications/ Scope of Work". Attachment No. 2 Specifications/ Scope of Work is hereby amended and restated in its entirety as attached hereto as Attachment A, effective February 14, 2020.

4. Attachment No. 3 "Compensation Schedule". Attachment No. 3 Compensation Schedule is hereby amended and restated in its entirety as attached hereto as Attachment B.

5. CDBG/ESG/GF Funding. Provision No. 243 of Contract Attachment No. 1 "General Provisions" is hereby amended and restated in its entirety as follows:

243. CDBG/ESG/GF Funding

Commission and Subrecipient agree that, upon receipt of the funding agreements from the City of San Diego, the parties will amend the General Provisions as set forth above to incorporate all required terms contained therein. If Subrecipient refuses to execute an amendment as set forth herein, Commission shall have the right to immediately terminate this Agreement as set forth in these General Provisions. If funding approval is not received from the City on or before the 30th day of November of each year, the Commission may terminate this agreement upon service of a written notice upon Subrecipient. This right to terminate is in addition to the right of the Commission to terminate this agreement immediately, upon the refusal of Subrecipient to execute an amendment to this contract incorporating the applicable funding provisions into the General Conditions of this agreement.

All other portions of Contract Attachment No. 1 of the Agreement will remain unchanged and in full force and effect.

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

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

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have caused this EXERCISE OF SECOND OPTION AND SECOND AMENDMENT to be executed this 1st day of September 2020, effective February 14, 2020.

SUBRECIPIENT:
ALPHA PROJECT FOR THE HOMELESS

DocuSigned by:
Robert McElroy
By: Robert McElroy
EF80CA20E704484...
Bob McElroy
President & CEO

Date: 8/31/2020

COMMISSION:
SAN DIEGO HOUSING COMMISSION

DocuSigned by:
Jeff Davis
EE804040804074...

By: _____ Date: 9/1/2020

Jeff Davis
Executive Vice President & Chief of Staff

DocuSigned by:
 By: Lisa Jones Date: 9/1/2020
 Lisa Jones
 Sr. Vice President, Homeless Housing Innovations

DocuSigned by:
Debra Fischle-Faulk
By: _____ Date: 9/1/2020
Debra Fischle-Faulk
Vice President, Procurement & Compliance

Approved as to Form:
Christensen & Spath LLP

DocuSigned by:
Charles Christensen
By: _____ Date: 8/31/2020
08527FFD010248D...
Charles B. Christensen
General Counsel
San Diego Housing Commission

ATTACHMENT A

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS/SCOPE OF WORK

CORTEZ HILL FAMILY CENTER

1. PROGRAM OVERVIEW & OBJECTIVE

As part of the City of San Diego's (the "City") comprehensive approach to ending homelessness, Alpha Project for the Homeless (the "Subrecipient") will operate the Cortez Hill Family Center (the "Program") interim housing program. Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier interim housing, as well as stabilization and supportive services, to prepare homeless families with children for the most appropriate longer term or permanent housing interventions, 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 Interim Housing 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

The Subrecipient will operate the Program at 1788 Palm Ave, San Diego CA, 92154 or at another site as determined by the Commission ("Program site"), or at scattered site location(s) as determined by the Commission. Security and residential staff will be at the Program site 24 hours per day, 7 days per week, including holidays.

3. ADMINISTRATIVE OFFICE LOCATION

The Subrecipient will maintain an administrative office at 3737 Fifth Ave, Ste 203, San Diego, CA 92103. The days and hours of operation are: Monday through Thursday, 8:30 AM to 5:00 PM, and Fridays 8:30 AM to 4:00 PM.

4. PROGRAM DESCRIPTION

The Program will provide families with children experiencing homelessness, who have not been successfully diverted from the homeless assistance system, with interim housing and diverse supportive services, including but not limited to, stabilization and housing relocation services. The Program is intended to be a short-term solution to assist households 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 system design will effectively serve clients in a welcoming and solutions-focused environment. The Subrecipient's corporate culture must support this environment and be reflected in client interactions and within the daily operations of the Program. All services must be client-centered, housing-focused, and easily accessible to clients. Services must be 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 Subrecipient 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

a. *Target Population/Geographical Area*

The program will serve families with children that are highly vulnerable and in greatest need of shelter. In alignment with RTFH community standards, families that are considered highly vulnerable include:

- 1) Homeless families with a disability with long periods of episodic homelessness and severe service needs;
- 2) Homeless families with a disability with severe service needs;
- 3) Homeless families with a disability coming from places not meant for human habitation;
- 4) Homeless families fleeing domestic violence; and
- 5) Homeless families coming from places not meant for human habitation.

b. *Persons Served*

During the term of this Agreement, unless terminated early, Subrecipient will provide interim housing and supportive services to a minimum of 135 families with children experiencing homelessness, consisting of a minimum of 450 unduplicated individuals, ranging from infants to adults. The number of persons and households served at any one time will be dependent on the availability of Commission, City, and Subrecipient resources and the site location as determined by the Commission and City.

c. *Program Eligibility*

- 1) Each Program participant will be:
 - a) Individuals who meet the U.S. Department of Housing & 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); and
 - b) Certified as homeless using HUD's preferred order of documentation (24 CFR Parts 91, 582, and 583); third party certification is preferred.
- 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 participant 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; or
- f) Identification, with the exception of any necessary documentation to prove custodial relationship between minor(s) and adult(s) in a household.

d. *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 for CES, as 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, including information on any scattered sites' policies and rules to be followed by all clients;
 - b) Self-sufficiency needs assessment, as established by the Subrecipient 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;
 - 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;
 - f) Assistance with housing applications and supportive and subsidized housing paperwork;
 - g) Advocacy for clients with prospective landlords;
- 5) Supportive services, including but not limited to:
 - a) Provision of resources/referrals for counseling services; and
 - b) Provision of resources/referrals for health, wellness, and recovery activities;
- 6) Basic Services, including but not limited to:
 - a) Appropriate 24-hour residential services and staffing at the Program site, or on-call staffing to address client emergencies at scattered site location(s);
 - b) A minimum of two (2) meals per day;
 - c) Showers, wash stations and restrooms in an ADA-compliant environment at the Program site;
 - d) Routine operating supplies for clients and staff, including but not limited to hygiene products, basic medical supplies, and cleaning supplies at the Program site or if not provided at designated scattered site location(s);

- e) Telephone access and message services, including an ADA-compliant telephone, at the Program site;
- f) Janitorial and routine maintenance and repair services at the Program site;
- g) Facility repairs and maintenance at the Program site, including but not limited to, pest control, technology repairs, and general repairs;
- h) Waste removal and disposal at the Program site;
- i) Regularly laundered linens at the Program site or if not provided at designated scattered site location(s);
- j) Access/resources to testing for communicable diseases provided directly by the City or County of San Diego;
- k) Utilities at the Program site;

e. ***Affordable Housing Fund (AHF) Program Activities***

1) **Eligible Activities**

a) *Occupancy Expenses:*

- (1) Must comprise at least 75% of grant funds;
- (2) Costs related to operating the building, including items such as:
 - (a) Normal repairs & maintenance;
 - (b) Utilities (gas, electric, water, sewer);
 - (c) Cleaning of the building;
 - (d) Janitorial supplies;
 - (e) Landscape maintenance;
 - (f) Security of the building;
 - (g) Building rent/lease payments;
 - (h) Pest control;
 - (i) Elevator servicing;
 - (j) Property insurance; and
 - (k) Salaries of personnel who repair or protect the building's condition;
- (3) Costs do not include property rehabilitation costs or expenses for purchasing new equipment or furnishings.

b) *Administrative and Support Expenses:*

- (1) Must comprise up to 25% of grant funds;
- (2) Costs related to program administrative and support services, including items such as:
 - (a) Administrative salaries and benefits;

- (b) Telephone;
- (c) Cable services;
- (d) Maintenance and repair of office equipment;
- (e) Paper shredding services;
- (f) Internet services;
- (g) Non-building-related expenses;
- (h) Indirect costs (calculated in accordance with OMB Circular No. A-122);
and
- (i) Program costs such as food and participant transportation.

2) Ineligible Activities

- a) Goods/services received or paid before or after the current fiscal year (July 1 – June 30):
 - (1) Exception for year-end expenses paid in the following fiscal year, such as a utility bill for June/July service period (should be claimed in the month it was paid);
 - (2) Prepaid expenses, such as insurance or service contracts, may be claimed on a monthly pro-rata basis;
- b) Catered food;
- c) Food for staff meetings or agency events;
- d) Furniture and equipment purchases (including tools);
- e) Late payment fees;
- f) Mobile phone expenses;
- g) Remodeling; and
- h) Delivery fees.

3) Award Draw Timeline

- a) Recipient is permitted to draw up to one twelfth of award per month, with no more than 25 percent of the cumulative draws allocated to administrative and support expenses.
- b) Recipient is responsible for ensuring accounting staff understand and follow program rules for draw.

f. *Community Engagement*

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

- 1) Methodologies for maintaining a clean and safe environment;

- 2) Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
- 3) Providing opportunities for electronic and/or written community feedback; and
- 4) Demonstrates community input has been reviewed and incorporated into operations plan, as appropriate.

g. *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 or any scattered site location(s) and coordinate security issues with the SDPD;
- 2) Provide 24-hour security and site control at the Program site, to ensure a safe environment for clients, volunteers, and others who may come in contact with the Program.
 - a) Security staffing plans must include any recommendations made by SDPD to ensure site control;
 - b) Security staff will control access to the ingress/egress points, with additional security/residential staff members patrolling 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, 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) Subrecipient 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.

h. *Emergency Preparedness*

Subrecipient will maintain an emergency preparedness plan, and provide a copy of the plan to the Commission within 60 days of execution of this agreement. Subrecipient 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 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, including coordination with staff at scattered site location(s).
- 2) Emergency phone numbers and resources, as well as a contact protocol for Subrecipient and Commission staff, accessible to all staff and security at all times.

- 3) Emergency evacuation plan for the Program site, posted/displayed at the Program site at all times, which includes at a minimum:
 - a) Map of designated meeting locations for evacuees;
 - 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 for the Program site 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 at the Program site, posted/displayed at the Program site at all times.

i. ***System Coordination***

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

The Subrecipient 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) Grant***

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

4) Community Information Exchange (CIE)

Subrecipient 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 Subrecipient 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) Subrecipient must actively participate in compliance and performance monitoring and improvement activities required by the Commission.
- 2) Subrecipient will attend and contribute to any meetings or trainings (sharing Subrecipient's expertise and learning from others), and partner with the Commission in a collaborative improvement process by identifying and implementing improvements.
- 3) Subrecipient 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 administering the agreement, and providing guidance or technical support to the Subrecipient, 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 staff to redirect their time towards the unscheduled visit. However, any cooperation/communication Commission staff may need from site staff is expected.
- 5) Subrecipient shall submit complete policies and procedures to the Commission for review as set forth herein within 60 calendar days of contract effective date.

Subrecipient 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 shall be submitted to the Commission for review. 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 provided to all clients at intake; 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
 - (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
 - (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.

b. *Staffing and Training*

- 1) Subrecipient 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 Subrecipient 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.

- 2) Subrecipient will provide documentation of annual training on all mandated subjects (listed below) to all Program operations staff, regardless of length of service;
- 3) Subrecipient 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
- 4) Subrecipient will maintain a written drug and alcohol free policy for staff that is posted/displayed at the work 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.

c. *Housing First*¹

In alignment with HUD regulations and guidance, 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 Subrecipient will maintain all records required by the regulations pertinent to the activities funded under this Agreement. The Subrecipient will make available to the Commission, the City, U.S. Government, or other authorized agent(s), all Program-related records, documents, and any other financial data or records for review. Such records shall include, but are not limited to:

(1) ***Low/Moderate (L/M) Income Limited Clientele Activity***²: Documentation showing that the activities of the Program are designed to be used exclusively by a segment of the population presumed by HUD to be low/moderate (L/M) income persons. The following groups are currently presumed by HUD to be made up principally of L/M income persons: (a) abused children, (b) elderly persons³, (c) battered spouses, (d) homeless persons, (e) adults meeting Bureau

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

² <https://www.hudexchange.info/onecpd/assets/File/CDBG-National-Objectives-Eligible-Activities-Chapter-3.pdf>;
Title 24 CFR §570.208(a)(2)(i)(A)

³ “Elderly Person” is defined as a person who is at least 62 years of age.

of Census definition of severely disabled persons⁴, (f) illiterate adults, (g) persons living with AIDS, and (h) migrant farm workers.

- b) All Subrecipient files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files should be password accessible only.
- c) The Subrecipient must maintain Program inventory of all equipment and furniture purchased with funds awarded through this Agreement.

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

Subrecipient will enter and maintain data in the RTFH-approved HMIS. Subrecipient will comply with the HMIS Policies and Procedures in effect during the Agreement term, including those for data collection, data entry, data quality, 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.

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

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

7. **PROGRAM OUTCOMES**

- a. The Subrecipient 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. Pursuant to federal requirements, the Program objective, outcome, and indicator is defined as follows (**Check only one of the options below for each area**):

Objective Category: ☒ Suitable Living Environment
☐ Decent Housing
☐ Economic Opportunity
 Outcome Category: ☒ Availability/Accessibility
☐ Affordability
☐ Sustainability

⁴ Persons are classified as having a severe disability if they: (a) use a wheelchair or had used another special aid for six months or longer; (b) are unable to perform one or more "functional activities" or need assistance with an "ADL or IADL;" (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

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

- c. If stated benchmarks are not met, Subrecipient may be required to submit a performance improvement plan in a form and format determined by the Commission.
- d. For the Agreement term, the Subrecipient will ensure the following primary Program outcomes and standards; the targets for number of persons and households served, as well as occupancy, may be adjusted during the Agreement term depending on the availability of Commission and City resources and the site location as determined by the Commission and City:

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Efficient Number of Households Served	Households Served	135
	Persons Served	450
	# of Households Exiting the Program monthly	Reporting Only
	# of Households Remaining in the Program monthly (households who entered in a previous month and did not exit in the current reporting month) ("Stayers")	
	Client Demographics/Characteristics	
Exits	Positive Outcome	At least 45% of Households exit to Permanent or Other Longer-Term Housing ⁵
	Negative Outcome	Less than 20% of Households leave program due to noncompliance with program rules (involuntary exit)
	Exits to Emergency Shelters & Places Not Meant for Human Habitation	Reporting Only

⁵ "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.

PERFORMANCE STANDARDS & OUTCOMES	MEASURE	TARGET
Length of Participation	Average Length of Stay for All Households Exiting the Program	Reporting Only
	Average Length of Stay for Households 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	Returns to Homelessness	No more than 12% of Households 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 to 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	
Efficient and Effective Use of Community Resources	Occupancy Rate	At least 95%
	Spending	100% spend-down of awarded funds
	Number of Individuals on Program Waitlist	Reporting Only

8. REQUESTS FOR REIMBURSEMENT (RFR)

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

10. MEDIA/COMMUNICATIONS

Subrecipient will coordinate with and seek the prior written consent and permission of the Commission's Communications and Government Relations Department before distributing any printed or electronic materials specific to the Program or of the Program experience of clients funded through this Agreement, including but not limited to Media Advisories, News Releases, Newsletters, and Reports. The Commission's permission will not be unreasonably withheld, conditioned or delayed and should the Commission fail to respond to a request for permission within seven (7) days of the date of receipt of such materials, the Commission's approval will be deemed to have been given.

When referring to the Program in published materials created for informational purposes, the Subrecipient agrees to use the following language or other approved language supplied by the Commission: "The Cortez Hill Family Center for homeless families is a program of the City of San Diego, administered by the San Diego Housing Commission and operated by Alpha Project for the Homeless."

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

11. CLOSE-OUTS

- a. Subrecipient will be responsible for completing and submitting a close-out packet to include information including, but not limited to, total number of clients housed, Program accomplishments, participant demographics, and financial summary of award for each applicable funding source.
- b. Subrecipient's obligation to the Commission will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to:
 - 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.
- c. Notwithstanding the foregoing, the terms of the Agreement will remain in effect during any period in which the Commission has control over funds related to this Program.

12. COVID-19 EMERGENCY RESPONSE

While operating under COVID-19 emergency response activities, the target population, number of beds, number of persons served, and process for intakes may be modified, as directed by the Commission or City, in order to adhere to any public health guidance or directives issued by the County of San Diego or State of California.

13. DEFINITIONS

TERM	DEFINITION
2-1-1 San Diego⁶	2-1-1 San Diego is a resource and information hub that connects people with community, health and disaster services.
Bridge Housing⁷	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 Homeless⁸	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

⁶ "What is 2-1-1 San Diego." *2-1-1 San Diego*, 211sandiego.org/mission-values/what-is-211/.

⁷ "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.

⁸ "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>

	been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. To meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven. Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.
Community Development Block Grant⁹	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 Care¹⁰	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 System¹¹	The Coordinated Entry System (CES) functions throughout the San Diego region and connects men, women, and children experiencing homelessness with the most appropriate and available housing options. Prioritization standards are determined by the Regional Task Force on the Homeless. The needs of homeless individuals are determined by information they provide for the Common Assessment Tool. Currently the San Diego CoC utilizes the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) and supplemental questions tailored to identify specific needs. Information from this assessment is

⁹ “Community Development Block Grant Program – CDBG.” *HUD.GOV*, www.hud.gov/program_offices/comm_planning/communitydevelopment/programs.

¹⁰ “Continuum of Care (CoC) Program.” *HUD EXCHANGE*, www.hudexchange.info/programs/coc/.

¹¹ “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

	entered into a common software system, which is utilized by CES to triage homeless San Diegans into the appropriate housing intervention.
Critical Incident Report¹²	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.
Diversion¹³	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 Shelter¹⁴	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 Funds¹⁵	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.

¹² “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.

¹³ “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-successful-diversion-program.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.

¹⁵ “Glossary of Terms.” *U.S. Department of Homeland Security*, www.fema.gov/glossary-terms

Homeless¹⁶	Category 1: Individual or Family who lacks a fixed, regular, and adequate 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 Standards¹⁷	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 Transition to Housing Act¹⁸	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act (definition below) with substantial changes, including a consolidation of the U.S. Department of Housing and Urban Development's (HUD) competitive grant programs.

¹⁶ "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.

¹⁷ "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.

¹⁸ "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

Homeless Management Information System¹⁹	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 First²⁰	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 Team²¹	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 Housing²²	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.
Memorandum of Understanding²³	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 Act²⁴	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.

¹⁹ "Homeless Management Information System." *HUD EXCHANGE*, www.hudexchange.info/programs/hmis/.

²⁰ "Housing First in Permanent Supportive Housing." *HUD EXCHANGE*, p.1, www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf.

²¹ "Homeless Outreach Team (HOT)." *The City of San Diego*, www.sandiego.gov/homeless-services/programs/hot.

²² "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.

²³ "Establishing a Memorandum of Understanding." *The University of Chicago Office of the Provost*, provost.uchicago.edu/procedures/establishing-memorandum-understanding.

²⁴ "Law & Guidance, Part C – Homeless Education." *U.S. Department of Education*, 15 Sept. 2004. www2.ed.gov/policy/elsec/leg/esea02/pg116.html.

Permanent Housing²⁵	Permanent housing (PH) is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Further, leases (or subleases) must be renewable for a minimum term of one month. The CoC Program funds two types of permanent housing: permanent supportive housing (PSH) for persons with disabilities and rapid rehousing (RRH). PSH is permanent housing with indefinite leasing or rental assistance paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability. RRH emphasizes housing search and relocation services along with short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
Psychiatric Emergency Response Team²⁶	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 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 Homeless²⁷	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 SDHC²⁸	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 Development²⁹	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.

²⁵ "Continuum of Care (CoC) Program Eligibility Requirements." *HUD EXCHANGE*, www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/.

²⁶ "Psychiatric Emergency Response Team: Improving and Enriching Lives." *Community Research Foundation*, 2010. www.comresearch.org/pert.php.

²⁷ "San Diego Regional task Force on the Homeless Website." San Diego Regional Task Force on the Homeless, www.rtfhsd.org/

²⁸ "San Diego Housing Commission-About Us." *San Diego Housing Commission*. www.sdhc.org/about-us/

²⁹ "HUD.GOV-About HUD." *U.S. Department of Housing and Urban Development*, www.hud.gov/about.

U.S. Interagency Council on Homelessness³⁰	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.
Veteran³¹	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 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)³²	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.³³ 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.³⁴

³⁰ "About USICH." *United States Interagency Council on Homelessness*, www.usich.gov/about-usich/.

³¹ "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/fy18cdbgrrfqfaq1.pdf.

³² <https://www.govinfo.gov/content/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

³³ https://www.hud.gov/program_offices/housing/mfh/violence_against_women_act

³⁴ <https://archives.hud.gov/news/2016/pr16-159.cfm>

Vulnerability Index – Service Prioritization and Decision Assistance Tool³⁵	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.
---	--

³⁵ “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.

ATTACHMENT B**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE****(JULY 1, 2020 – JUNE 30, 2021)**

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 Subrecipient. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

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



**SAN DIEGO
HOUSING
COMMISSION**

**SAN DIEGO HOUSING COMMISSION
SUBRECIPIENT PROJECT BUDGET
SUMMARY**

Fiscal Year: 2021

Project Name: Cortez Hill Family Center

Provider Name: Alpha Project for the Homeless

Total Funding Amount: \$ 1,123,488.00

SPENDING CATEGORIES	CDBG	ESG	AHF	CARES	Alpha Project Leverage/In- Kind	TOTAL PROJECT BUDGET
PERSONNEL EXPENSES (PE)	\$ 138,132.53	\$ 211,665.13	\$ 283,137.08	\$ -	\$ -	\$ 632,934.73
NON-PERSONNEL EXPENSES (NPE)	\$ 53,730.47	\$ 93,959.87	\$ 155,862.92	\$ 187,000.00	\$ 550,000.00	\$ 1,040,553.27
FAIC BUDGET	N/A	N/A	N/A	N/A		N/A
TOTAL BUDGET	\$ 191,863.00	\$ 305,625.00	\$ 439,000.00	\$ 187,000.00	\$ 550,000.00	\$ 1,673,488.00

EXHIBIT E:
Intentionally Omitted

EXHIBIT F:
New Appliance Inventory

The new appliances inventory is as follows:

Lower Level:

32 PTAC Units
2 Dryer Machines
2 Washing Machines
1 Water Heater (97 Gall.)
2 Stoves
4 Refrigerators
2 Extractors
2 Dishwashers
2 Microwaves

Upper Level:

31 PTAC Units
2 Dryer Machines
2 Washing Machines
2 Stoves
4 Refrigerators
2 Extractors
2 Dishwashers
2 Microwaves

EXHIBIT G:
Communications/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 trash abatement on the Premises and within 100 feet of the building entrances, and shall keep the area free of graffiti, 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 H:
Security Plan

The following Security Plan is designed to provide a minimum set of standards to address exterior site security procedures at the Premises. This plan does not address interior building activities related to security procedures.

1. Facility:

The immediate Facility identified as 1788 Palm Avenue is in the South Bay area of San Diego, hereinafter referred to as the "Facility." The Facility is a multistory residential/office building. The LICENSEE shall sign a letter of agency giving the City of San Diego Police Department permission to enter the Facility as necessary to enforce laws.

2. Security Personnel:

The LICENSEE shall provide security personnel. The LICENSEE must provide a minimum of one security guard at the Premises at all times (24-hours). The LICENSEE may contract with a private security services company, whose security officers are licensed by the State of California's Bureau of Security & Investigative Services, to satisfy the security obligations in this License. LICENSEE shall provide physical security designed to safeguard employees, residents, visitors, and pedestrians, at and around the Facility. Such security duties shall include and not be limited to the prevention of loss, theft, damage, unauthorized use of the Facility, criminal acts, as well as the maintenance and preservation of the Facility's Rules of Conduct Regulations (Exhibit J) and the Communications/Litter Plan (Exhibit H). The LICENSEE will be responsible for maintaining a well-trained and equipped security force, including the hiring of security officers (herein referred to as "Officer"), to provide an effective means for implementing and monitoring the provisions of the Security Plan, explained below.

3. Security Services:

LICENSEE shall to furnish all labor, supervision, materials, equipment and personnel necessary to provide security services in accordance with the stated requirements below. The LICENSEE will implement all necessary hiring, scheduling, officer supervision and the implementation of established detailed procedures designed to ensure timely accomplishment of all security service requirements. Officers are responsible for the protection and safety of the Facility, its employees, visitors, and residents.

4. Security Staffing and Duties shall include:

- a. There will be at least one Officer on duty at the Facility at all times during the day, 24 hours a day, 365 days a year.

- b. Security staff Officers will conduct exterior site patrols of the Facility, using standard 45-minute patrols, with 15 minute periods for each hour throughout both the daytime and swing shifts. Foot patrols must be made of the entire exterior Facility boundaries during each 45 minute patrol. These patrols are designed to detect suspicious activity or other kinds of activity that affect the safety, security, and quality of life of the residents, visitors, clients and pedestrians of the area patrolled.
- c. Officers will observe, report, communicate, and enforce the Rules and Regulations of the Facility as provided by LICENSEE.
- d. These concerns include the prevention of urinating, vagrancy, sound and site disturbances, etc. Assigned Officers must visually and physically inspect the Facility boundaries and act to prevent a diminishment of quality of life issues for the community.
- e. The assigned Officer must strictly implement the Communications/Litter Plan around the Facility boundaries at all times and accordance with those provisions.
- f. The assigned Officer will identify and respond to as necessary and to their ability any potential risks to life, safety, and security to both persons and Facility. The assigned Officer must conduct perimeter security checks for exterior locked doors, windows, or other secured physical facilities conditions.
- g. The assigned Officer during the course of their duties shall:
 - 1) Not leave their post of patrol for any reason other than an emergency.
 - 2) Remain on continuous patrol when not dealing with an incident.
 - 3) Be well versed with the Facility emergency, life, and safety procedures for the safety of visitors, residents, staff, and others at the Facility.
- h. If a resident or visitor of the Facility refuses to cooperate with any necessary request to comply with the above Rules and Regulations or other related concerns, the Officer will use necessary means to respectfully and courteously enforce the Facility's security procedures.

5. Video Surveillance:

- a. The Facility contains video surveillance equipment to facilitate the LICENSEE's monitoring of activity within the Premises and along the sidewalk adjacent to the Premises.
- b. Security cameras shall be properly kept in good maintenance at every exterior entrance, at each corner of the exterior perimeter of the Facility, interior stairs and elevators, and in the main hall of the multi-service center.

- c. Officers shall monitor the video cameras. Should an Officer need to leave the video-camera monitors, another staff member trained in security procedures shall provide visual coverage.
 - d. Upgrades to the existing surveillance system as well as installation of additional new surveillance system shall be as needed.
- 6. Reporting and Documentation: LICENSEE shall ensure that their security activities at the Facility are documented and reported and that such documents and reports are keeping in writing at the Facility for LICENSEE's immediate and periodic review. In addition, LICENSEE shall maintain records of activity outside of the Facility within its Facility boundaries that include:
 - a. Maintaining a daily activity report providing a detailed daily record report of all security or rules and regulations violations, litter and violations, patrols made, incidents, and other irregular activity or unusual events at the Facility. Included within this report will be all and other noteworthy concerns.
 - b. Maintaining a detailed contact sheet to report quality of life issue violations. Such violations will be identified by name, nature, time of the violation for such visitors, clients and residents of the Facility.
 - c. Maintaining a monthly activity summary report which summarizes, tracks, and trends each month, the Daily Activity Report and Contact Sheet, as well as other noteworthy security conditions at the Facility.
- 7. Security Plan/Operating Procedures: A Security Plan and Standard Operating Procedures shall be implemented for Facility security, which details the duties and responsibilities for the site and adjacent areas.

EXHIBIT I:
Rules of Conduct For
Residents and Visitors

1. Each resident will sign house rules that are designated to ensure the community's safety and security. Any disruptive behavior in the Premises or around the building will not be allowed, and is grounds for expulsion from the Premises. Behavior that is threatening, violent, or illegal will be referred to the San Diego Police Department.
2. Weapons are not allowed in the Premises.
3. Communal trays, napkins, plates, utensils or food will not be removed from the communal dining areas.
4. Queuing around the outside of the Premises shall not be permitted at any time.
5. Illegal drugs are not allowed in the Premises.
6. Alcohol is not allowed in the Premises.
7. Smoking inside the Premises, except in designated smoking areas, is not allowed.
8. Anyone under 18 years of age must be accompanied by an adult.
9. Belongings may be searched and checked into the storage area should security deem it necessary.

EXHIBIT J:
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 sections 1810 through 1815.

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).

12.3. 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).