

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
JEWISH FAMILY SERVICE
FOR EXPANDED SAFE PARKING PROGRAM SERVICES**

SERVICES AGREEMENT

This Agreement between the City of San Diego and Jewish Family Service for Expanded Safe Parking Program Services ("Agreement") is entered into by and between the City of San Diego, a municipal corporation (City), and Jewish Family Service (Contractor) (collectively, the Parties).

RECITALS

A. City needs to expand the Safe Parking Program as further described in the Scope of Services (Services), attached hereto as Exhibits A & B.

B. Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

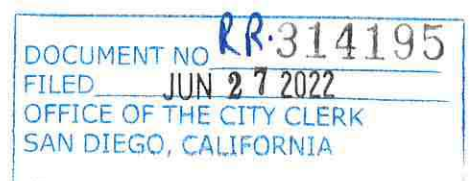
C. City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.

D. City will pay for the Services provided by Contractor, in part, with Community Development Block Grant program (CDBG) funds.

E. Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code, as defined in San Diego Municipal Code (SDMC) section 22.3003.

F. Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and will be approved by City Council, prior to award.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:



**ARTICLE 1
CONTRACTOR SERVICES**

1.1 Scope of Services. Contractor shall provide the Services described in Exhibits A & B, which is incorporated herein by reference.

1.2 Contract Administrator. The Homelessness Strategies and Solutions Department (Department) is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

Sarah Ferry, Performance Monitoring and Finance Manager
202 C Street, 9th Floor, San Diego, CA 92101
619-972-4787
sferry@sandiego.gov

1.3 General Contract Terms and Provisions. This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit C.

1.4 Submittals Required with the Agreement. Contractor is required to submit all forms and information listed in Exhibit D before this Agreement is executed.

1.5 California State Homeless Housing Assistance and Prevention (HHAP) grant provisions. Due to the use of State HHAP funds by City, this Agreement incorporates by reference HHAP Contract Provisions, attached hereto as Exhibit E.

1.6 Federal Contract provisions. Due to the use of CDBG funds by City, this Agreement incorporates by reference Federal Contract Provisions, attached hereto as Exhibit F.

**ARTICLE 2
DURATION OF AGREEMENT**

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

2.2 Agreement Term. This Agreement shall be for a term of one year beginning on the Effective Date and extending through June 30, 2023.

**ARTICLE 3
COMPENSATION**

3.1 Amount of Compensation. The City shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$1,436,797.00 and expended in accordance with the budget breakdown

listed in Exhibit G. The budget may be amended by the Contract Administrator and Contractor without further approval provided the amendment does not result in any increase in the total amount of compensation.

3.2 Annual Appropriation of Funds. Contractor acknowledges that the Agreement Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Agreement are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

ARTICLE 4 CONTRACT DOCUMENTS

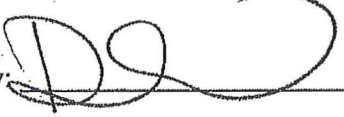
4.1 Contract Documents. This Agreement, including its exhibits, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

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

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

CONTRACTOR
Jewish Family Services

CITY OF SAN DIEGO
A Municipal Corporation

By:  _____

By:  _____

Name: Dana Toppel

Name: Claudia C. Abarca

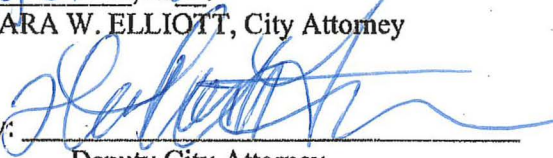
Title: Chief Operating Officer

Director, Purchasing & Contracting

Date: 6/23/2022

Date: July 28, 2022

Approved as to form this 1st day of
August, 2022
MARA W. ELLIOTT, City Attorney

By:  _____
Deputy City Attorney

Heather Ferbert
Print Name

EXHIBIT A SCOPE OF SERVICES

A. OVERVIEW

The City of San Diego is partnering with the Contractor, to continue the Safe Parking Program at three (3) locations in the San Diego area of Council Districts 6 and 7 (Program). This Program will not only provide a safe place for homeless individuals to sleep, but also access to critical assistance necessary for these individuals to secure stable housing. The Program and partnership with the Contractor should increase the percentage of individuals and families that become housed through move comprehensive services and staff support.

B. PARKING SITE LOCATIONS

Safe parking sites are located at:

1. 8804 Balboa Avenue, San Diego, CA 92123 (“Balboa”)
2. 2250 Mission Village Drive, San Diego, CA 92123 (“Mission Valley”)
3. 9882 Aero Drive, San Diego, CA 92123 (“Aero”)

Contractor shall operate the Program daily from 6:00 p.m. through 7:00 a.m. at the Balboa Avenue and Aero Drive sites. The Contractor shall operate the program 24 hours a day at the Mission Village Drive site. Contractor’s staff is required to be on-site between the hours of 5:30 p.m. to 9:30 pm. Case managers may be available outside these hours as needed.

The City will provide an office space (trailer) at the Aero Drive location.

C. REQUIREMENTS AND TASK

At each program site the Contractor shall provide services that include the following:

1. **Assessment, Intake, and Referrals.** Utilizing the Homeless Management Information System (HMIS), Contractor will participate in the Coordinated Entry System (CES) as established by Regional Task Force on the Homeless (RTFH) and focus on the following:
 - i. Homeless eligibility using HUD's homeless definition and third-party verification preference;
 - ii. CES standardized vulnerability assessment tool in screening, referral and admissions processes for Program residents, when appropriate;
 - iii. Participation in Housing Navigation, Case Conferencing or other integral components of CES;
 - iv. The intent of the Program will be to focus on serving clients from the City of San Diego, with the understanding that the client’s city of origin will not be used to determine program eligibility.

2. **Case Management Services.** Case Managers will provide supportive services to individuals who are clients of the Program. The Case Manager will work on a team and will provide individualized client support by helping each client develop a plan to address their individual needs, increase their income, as well as to obtain and sustain permanent housing. Once housing is secured, the Case Manager will be responsible for providing home visits, facilitating group activities and resource linkages to assist with reintegration into the community. The position is expected to use evidence-based practice models such as Trauma Informed Care, Motivational Interviewing, Harm Reduction and focus on the following:
 - i. Facilitate group interactions for Program clients, such as weekly educational groups, support groups, social events.
 - ii. Assist residents to develop, set, and achieve personal objectives as related to HUD's primary focus relating to housing stability, skills and income, and self-determination.
 - iii. Maintain client charts according to agency policy and in compliance with HUD and other reporting mandates.
 - iv. Record all interactions with clients that are related to their service plan goals, housing status, and all major life events/changes.
 - v. Maintain and input data into the Homeless Management Information System (HMIS).
 - vi. Work in conjunction with service partners and assist in coordinating care through multiple service agencies.
 - vii. Assist in building a sense of “community” in the Program by reducing resident's tendency to isolate and encourage networking among residents/use of natural supports.
 - viii. Be available to handle emergency situations if they arise. Situations can include individual emergencies/crises and situations that involve the program as a whole.
 - ix. Other duties as assigned.
3. **Housing Navigation Services.** Housing Navigators are responsible for efficiently navigating individuals matched to housing resources through the match-to- lease-up process. The Housing Navigator is responsible for preparing housing applications and any documentation submitted to the Housing Authority, permanent supportive housing providers, or private landlords on behalf of their program-enrolled clients as well as coordinating client move-ins. Other responsibilities are as follows:
 - i. Conduct initial and ongoing assessment of client needs and progress.
 - ii. Work with clients to get them housing-ready such as obtaining documents, ID and income verification.
 - iii. Work with providers through the Coordinated Entry System (CES) to ensure clients are connected to the appropriate housing resources.
 - iv. Maintain client charts according to agency policy and in compliance with HUD and other reporting mandates. Record all interactions with residents

that are related to their housing plan goals, housing status, and all major life events/changes.

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

4. **Programming of Daily Operations.** Contractor is expected to provide the staffing, supplies and administrative support necessary for day-to-day operations. This includes:

- i. Maintaining a minimum number of 60 parking spaces available for the Program at the Balboa location and 60 parking spaces at the Aero location. Maintain an additional 86 parking spaces at Mission Valley Lot, subject to the additional terms and conditions in Exhibit B.
- ii. Adequate staffing with appropriate on-going training for service delivery and data analysis.
- iii. Staffing through the duration of the operating hours to ensure a safe environment at the Program.
- iv. Point-of-contact for clients, volunteers, and others who may encounter the Program.
- v. Designated point-of-contact who is available at all times to address issues that may arise at the Program and coordinate security issues with the San Diego Police Department.
- vi. Appropriate policies and procedures for Program operations including intake, low barrier rules, and various means for clients to provide input into the Program.
- vii. Site control.
- viii. Janitorial Services.

5. **Equipment Rental.** Contractor shall rent portable restrooms and hand-washing stations for each site. Contractor is responsible for the following tasks to maintain safe and sanitary facilities:

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

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

- i. The City of San Diego will be listed as a program administrator once the program has been enrolled in HMIS and registered with the RTFH.
- ii. In addition to HMIS reporting, Contractor shall provide nightly occupancy rates to the City and supplemental monthly reports to the City in a format to be approved by the City.

7. **Program Oversight and Fiscal Compliance.** Contractor shall provide programmatic and fiscal oversight of the Program.

- i. Compliance, Performance Monitoring, and Improvement Activities

- 1) Contractor must actively participate in compliance and performance monitoring and improvement activities.

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

- 3) Contractor is responsible for all aspects of care, maintenance, inspections, and oversight of the Program Sites to ensure that the facilities are operated in safe condition. Contractor must comply with requirements for care of facilities, including participation in semiannual facility inspections by City staff and timely notification of any issues at facilities to City staff. Contractor acknowledges that City does not perform repetitive and frequent inspections of the Program Site, and City relies on Contractor to alert it immediately to any and all conditions found at the Program Site that, in any way, adversely affect the life and safety of the inhabitants of the Program Site and/or the condition of the Program Site.

- 4) City staff involved in monitoring and administrating the Agreement, and providing guidance or technical support to the Contractor, may visit the Program Site from time to time. Generally, these visits will be prescheduled but that may not always be possible.

- ii. The Program will utilize Trauma-Informed Care, Motivational Interviewing, and Harm Reduction models of care. The system design will effectively service the target population in a welcoming and solutions-focused environment. Contractor shall adhere to all Continuum of Care and RTFH performance standards and requirements including recommendations from the RTFH regional planning process for creation of a Homeless Crisis Response System.
- iii. Additionally, the Program will participate in the Coordinated Entry System (CES) Assessment Tool. This service delivery model helps the Program to serve the community's most vulnerable individuals from each of the intervention categories.
- iv. Move clients into the most appropriate housing of their choice.
- v. Meet client needs as quickly as possible.

8. **Criteria may not be used to determine Program eligibility and continued stay.**
 - i. Requirements to take medication if the resident has a mental illness;
 - ii. Participation in religious services or activities;
 - iii. Participation in drug treatment services (including NA/AA);
 - iv. Payment or ability to pay;
 - v. Identification; or
 - vi. The city in which the individual or household was last stably housed, although there is an intended focus to serve individuals or households last stably housed within the City of San Diego.

9. **Coordinated Entry System (CES).** Contractor will participate in CES as established by RTFH and focus on:
 - i. Homeless eligibility using HUD's homeless definition and third-party verification preference;
 - ii. CES standardized vulnerability assessment tool in screening, referral and admissions processes for Program residents, when appropriate, and;
 - iii. Participation in Housing Navigation, Case Conferencing or other integral components of CES

10. **Housing First.** In alignment with HUD, all homeless programming will adhere to Housing First principles as noted below:
 - i. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry.
 - ii. 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.
 - iii. Source: United States Interagency Council on Homelessness, <https://www.usich.gov/tools-for-action/housing-first-checklist>

11. **2-1-1 San Diego Participation.** Contractor shall list the Program along with relevant Program details and services in the 2-1-1 San Diego database. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

12. **Performance Outcomes.** Contractor is expected to track performance measures and report outcomes to the City, on a monthly basis, in a format to be agreed to by the City and must include, at a minimum, the following:

PERFORMANCE MEASURE	DEFINITION	FY 2023 GOAL
Clients Served	Unduplicated individuals served	1200
Adults Served	Unduplicated individuals age 18 or older served	Reporting Only
Children Served	Unduplicated individuals under the age of 18 served	Reporting Only
Households/Cars Served	Unduplicated households served	Reporting Only
Last Place of Residency at Intake (<i>i.e., In what City were you last stably housed?</i>)	Within the City of San Diego	Reporting Only
	Outside the City of San Diego	
Need for Mental Health or Substance Abuse Services	Number of individuals who self- report as having a mental health issues, an impairment caused by alcohol use, or an impairment caused by drug abuse.	Reporting Only
Service/Housing Plans	Percentage of client service/housing plans initiated within 72 hours of enrollment.	≥85%
Total Exits	Total Exits (equals the sum of Positive, Negative and Unknown Exits)	Reporting Only
Total Individual Exits	Individuals	Reporting Only
Total Household Exits	Households	Reporting Only
Positive Exits (Subtotal)	Percentage of client exits to permanent supportive housing,	≥30% at FYE
Permanent Housing and/or Rapid Rehousing	Individuals	Reporting Only
	Households	
Shelter Placement	Individuals	Reporting Only
	Households	Reporting Only
Family Reunification	Individuals	Reporting Only -
	Households	Reporting Only

PERFORMANCE MEASURE	DEFINITION	FY 2023 GOAL
Transferred to another Safe Parking Program	Individuals	Reporting Only
	Households	Reporting Only
Negative Exits	Percentage of client exits to places other than permanent supportive housing, rapid rehousing or other permanent housing (i.e., involuntary discharge or law enforcement)	≤20% at FYE
	Individuals	
	Households	-
Unknown Exits	Individuals	-
	Households	-
Length of Stay	length of stay upon exit for individuals served	120 days
Recidivism	Percentage of individual positive exits that have returned to any shelter	≤5% at FYE
Housing Retention	Percentage of clients that have maintained housing stability 6, 12, 18 and 24 months after obtaining permanent housing at FYE	Narrative reporting only, as information is available
Occupancy Rate	Average percentage of overnight occupied spaces (vehicles parked and	≥95%

EXHIBIT B
**SCOPE OF WORK FOR CDBG FUNDED SERVICES AT THE MISSION VALLEY
PARKING LOT**

Subrecipient Name: Jewish Family Service

Project Title: Safe Parking Program (Mission Valley Lot Only)

1. PROJECT DESCRIPTION

The Safe Parking Program at Mission Valley will provide safe parking services to homeless families, children and individuals who live in their vehicles 24 hours a day, seven days a week. The Safe Parking Program operates at 2250 Mission Village Drive, San Diego, 92123 and the activities will prevent, prepare for or respond to the impacts of COVID-19.

2. TARGET POPULATION/GEOGRAPHICAL AREA

The Program assists homeless individuals living in their cars at Jewish Family Service of San Diego (JFS) safe parking lot at 2250 Mission Village Drive, San Diego, 92123 in the City of San Diego and others who turn to JFS when facing homelessness. Individuals served by the program tend to be people experiencing homelessness for the first time and are primarily families with children and older adults. Many of these individuals have recently become homeless or are in transition searching for affordable housing in one of the most unaffordable housing markets in the nation.

3. PROJECT OUTCOME

A total of 740 unduplicated homeless individuals will be provided access as-needed to safe 24-hour parking, housing navigation and wrap-around services for the purpose of creating a suitable living environment and preventing, preparing for, or responding to the impacts of COVID-19.

4. PROJECT ACTIVITIES

Provision a safe place to park and sleep for individuals and families experiencing homelessness, while offering a variety of services including:

- ☞ Maintaining 86 parking spots
- ☞ Managing intakes of new clients
- ☞ Case management services
- ☞ Provision of access to bathroom facilities,
- ☞ Provision of community resource linkages, and housing search assistance.

The Program is intended to be a short-term solution to assist individuals and families in transitioning to the most appropriate permanent housing resource available in the community.

Contractor will not charge fees for clients to access the services described.

The activities and services described are being provided to prevent, prepare for and/or respond to the spread of COVID-19.

Prior to the provision of CDBG services to clients, Contractor shall ensure that Low/Mod Limited Clientele (LMC) eligibility determinations are completed based on the most current CDBG Income Limits issued by HUD, which will be distributed by the Community Development Division.

Contractor is required to obtain documentation regarding the family size and annual income of the family of each person receiving project services. Income includes, gross wages, social security payments, retirement, disability, alimony, child support, and unemployment. Income does not include food stamp assistance or lump sum payments such as insurance settlements. Occasional overtime is excluded, but regular overtime is included. Contractor must ensure that fifty-one percent (51%) of the total clients served by this project are members of a low- and moderate-income family.

In addition to the required income verification documentation, Contractor is required to obtain race and ethnicity documentation for those same clients.

5. Data Collection

In addition to tracking and reporting on all performance measures outlined in Exhibit A for all three sites, the Contractor shall also collect and report out demographic and programmatic data for the Mission Valley site in a format to be provided by the City. At a minimum information shall include:

- Race/ Ethnicity
- Household Income Information

In addition, the City will work with Contractor to develop a self-certification intake form to be utilized upon intake into the Mission Valley site .

PROJECT INFORMATION

Field/Reference	Options (use drop-down menus)
Consolidated Plan Goal	5 Homelessness
Strategic Plan Priority Area	Create Homes for All of Us
HUD Matrix Code	03T Operating Costs Homeless/AIDS Patients
CDBG Citation	570.201(e)
National Objective	LMC
Objective Category	Suitable Living Environment
Outcome Category	Availability/Accessibility

Field/Reference	Options <i>(use drop-down menus)</i>
Outcome Indicator	Individual Clients
Annual Units (#) ^{**}	740
Programmatic Report (MPR)	PS & CG

*** The 'Annual Unit' number should match the unduplicated total listed in the 'Project Outcome' section of the scope above.*

EXHIBIT C
CITY OF SAN DIEGO'S GENERAL TERMS AND PROVISIONS

EXHIBIT C



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

**ARTICLE I
SCOPE AND TERM OF CONTRACT**

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

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

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

ARTICLE II

CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

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

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

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

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

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

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

EXHIBIT D
CITY REQUIRED FORMS

Contractor Standards Pledge of Compliances

Insurance Certificates with all endorsements

Taxpayer Identification Form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3) Status

Living Wage Certification Form or Living Wage Exemption Form (if applicable)

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Safe Parking Program

B. BIDDER/PROPOSER INFORMATION:

Jewish Family Service of San Diego

Legal Name	San Diego	DBA	
8804 Balboa Avenue	City	CA	92123
Street Address	(858) 637-3247	State	Zip
Dana Toppel, COO	(858) 637-3001		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Dana Toppel	COO
Name	Title/Position
San Diego	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Chief Operating Officer of JFS	
Interest in the transaction	

Mike Phillips	Sr. Director of Patient Advocacy and Housing
Name	Title/Position
San Diego, CA	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Program Senior Director	
Interest in the transaction	

John Lowther	Director of Safe Parking
Name	Title/Position
San Diego, CA	n/a
City and State of Residence	Employer (if different than Bidder/Proposer)
Program Manager	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 08/31/1936 State of incorporation: California

List corporation's current officers: President: Emily Jennewein
Vice Pres: Deborah Bucksbaum
Secretary: Jenny Meiselman
Treasurer: Sheldon Derezin

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: 12/01/1953

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: U.S. Bank

Point of Contact: _____

Address: 1420 5th Avenue, 10th Floor

Phone Number: (180) 087-2265

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2003016224 Year Issued: 2021

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Regional Task Force on Homelessness

Contact Name and Phone Number: Lahela Mattox, 858-292-7627
Contact Email: lahela.mattox@rtfhdsd.org
Address: 4699 Murphy Canyon Road, Suite 104, San Diego, CA 92123
Contract Date: July 8, 2021
Contract Amount: \$ 278,458.00
Requirements of Contract: Safe parking in North County

Company Name: County of Riverside
Contact Name and Phone Number: Natalis Ng
Contact Email: kng@rivco.org
Address: 3403 Tenth Street, Suite 300, Riverside, CA 92501
Contract Date: September 30, 2021
Contract Amount: \$ 3,187,217.00
Requirements of Contract: Permanent supportive housing
Company Name: San Diego Housing Commission
Contact Name and Phone Number: Casey Snell, 619-578-7691
Contact Email: caseys@sdhc.org
Address: 1122 Broadway, Suite 300, San Diego CA 92101
Contract Date: July 1, 2021
Contract Amount: \$ 956,921.00
Requirements of Contract: Safe parking in the City of the San Diego

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

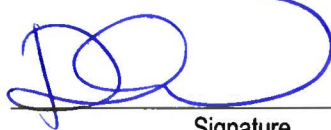
I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Dana Toppel

Name and Title



Signature

6/23/2022

Date

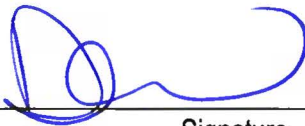
**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Dana Toppel, COO

Print Name, Title



Signature

6/23/2022

Date

COVID-19 VACCINATION ORDINANCE

CONTRACTOR INFORMATION

Company Name: _____
 Company Address: _____
 Company Contact Name: _____ Contact Phone: _____

CONTRACT INFORMATION

Contract Number (if none, purchase order number): _____ Start Date: _____
 Contract Title (or description): _____ End Date: _____

TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires **ALL** City of San Diego (City) contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close Contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. Contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. Contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
6. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

By signing, I _____, who is an authorized signatory of contractor _____, certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.

 Name of Signatory Title of Signatory

 Signature Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ P&C Staff: _____ Contract Number: _____
 Date of Receipt: _____ Compliance Dept. Staff: _____

EXHIBIT E

HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM ROUND 3 (HHAP 3.0) TERMS AND CONDITIONS

This Agreement is funded, in part, HHAP 3.0 funds from the State of California. Contractor shall comply with the following requirements while operating the Program:

Ineligible Activities

Contractor shall not use of, or permit the use of, HHAP-3 funds provided under this Agreement for any ineligible activities as defined in the City's HHAP-3 Standard Agreement with the California Homeless Coordinating and Financing Council (CHCFC), a copy of which will be provided to Contractor upon request.

Nondiscrimination

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

Child Support Compliance Act

Contractor acknowledges in accordance with Public Contract Code 7110, that: (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (b) Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection,

equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the City, its subrecipients, and all eligible activities. . Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to the City upon request.

Inspections

- a) The City reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Contractor shall correct any work City determines based on such inspections not to conform to the applicable requirements and City reserves the right to require the work be corrected and to withhold payments to the Contractor until it is corrected.

Litigation

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

1. Special Terms and Conditions

Contractor agrees to accept technical assistance as directed by CHCFC or the City or by a contracted technical assistance provider acting on behalf of the CHCFC and report to the CHCFC and the City on programmatic changes the Contractor will make as a result of the technical assistance

EXHIBIT F
FEDERAL TERMS AND CONDITIONS

EXHIBIT F
FEDERAL CONTRACT PROVISIONS

ARTICLE I - CDBG PAYMENTS

1.1 CDBG PAYMENT SCHEDULE.

1.1.1 Contractor shall make timely, complete requests for reimbursements, as required by the forms and instructions issued by the City.

1.1.2 In the event there are supplemental payments allocated to the Contractor, the final payment to Contractor, shall be withheld by the City until all reports required under this Agreement have been received by the City.

1.2 PAYMENT REQUIREMENTS AND RESTRICTIONS.

1.2.1 Contractor shall not be reimbursed for any expenditure and/or service provided without proper and sufficient proof and documentation that each expenditure is an eligible reimbursement and that such eligible expenditure has been paid in full by Contractor or that each service provided has been done in accordance with the Agreement and any and all applicable laws and regulations. In addition to providing such proof and documentation, Contractor shall complete all of the necessary forms provided by the City in order to properly submit a request for reimbursement.

1.2.1.1 Contractor assumes all responsibility for taking the reasonably appropriate action to properly and timely submit requests for reimbursement to the City.

1.2.1.2 Contractor shall provide authentic, accurate, and legible written documentation including, but not limited to, invoices for all Services provided and/or expenses incurred in accordance with this Agreement directly to the City on a monthly basis. Written invoices from any of Contractor's contractors, subcontractors, or other vendors shall be provided to the City in the form originally provided to the Contractor with no alterations or other markings on such invoices. Contractor shall make original invoices immediately available to the City upon request. The documentation provided by Contractor to the City shall include an itemized description of the completed service, the date such service was performed, and all supporting invoices and documentation sufficient for the City to adequately determine eligibility for reimbursement of each and every expenditure and that such expenditure has already been paid in full by the Contractor. Invoices approved by the City in accordance with the Agreement will be paid in a timely manner. Partial payments may be made for invoices that receive only partial approval.

- 1.2.1.3 Contractor submittals shall be authorized by an individual authorized by the Contractor to legally bind the Contractor and authorized individual shall attest to its truthfulness and accuracy under penalty of perjury.
- 1.2.1.4 Contractor acknowledges and understands that the City reserves the right to deny reimbursement for any request that is not properly submitted, including but not limited to Contractor's failure to obtain the required signature certifications or to accurately complete the forms required by the City for reimbursement.
- 1.2.2 Contractor shall not be reimbursed for travel, meals, lodging, or entertainment expenses. However, certain of these types of expenses may be reimbursed, if they are part of the core purpose of the project (such as a shelter, nutrition program, at-risk youth program, or other eligible program) and pre-approved, in writing, by the City. Contractor shall not be reimbursed for alcoholic beverages, under any circumstances.
- 1.2.3 Contractor shall not be reimbursed for any costs incurred in its operations, directly or indirectly, during any period of federal, state, or local debarment, suspension, or ineligibility of Contractor, when Contractor has notice (actual, constructive, or implied) of such debarment, suspension, or ineligibility.
- 1.2.4 Any expenditure by Contractor that is not within the prescribed limitations set forth in this Agreement and the current year CDBG Operating Manual, are not chargeable Services and shall be borne solely by Contractor.
- 1.2.5 If Contractor receives (or has received) additional funding for the Services from a source or sources other than the City, the use of which requires that Contractor make an accounting to, or be subject to, an audit by such other source, then Contractor shall charge Services expenditures to the appropriate funding source at the time incurred. Any cost incurred in connection with the Services, which is properly chargeable to, and actually claimed for compensation under, a funding source other than the City, shall not be allowed as a chargeable cost under this Agreement.
- 1.2.6 Contractor acknowledges and understands that the City must comply with the U.S. Department of Housing and Urban Development's (HUD) requirement that funds allocated for the Services be expended in a timely manner and further understands that the City must timely and properly monitor and administer to all CDBG contracts.
 - 1.2.6.1 Contractor shall timely and properly submit a minimum of one request for reimbursement per month, unless the Contractor otherwise seeks and obtains a written exception to this requirement from the City. Contractor shall submit such request for reimbursement within thirty (30) calendar days after the end of the month. Each request for

reimbursement must be accompanied with all supporting invoices and documentation sufficient for the City to determine eligibility for reimbursement. Any failure to do so may be deemed a waiver of the Contractor's right to reimbursement for such Services or work performed, salary payment, or other Services expenditures incurred.

1.2.6.2 Contractor shall submit to the City any and all final requests for reimbursement for each fiscal year, including, but not limited to, any documentation substantiating this request within forty-five (45) calendar days of the expiration or termination of this Agreement or the end of the fiscal year for which the Contractor's expenditure was made, whichever is sooner. Contractor completely waives any and all rights to submit any further documentation of expenditures and to receive any reimbursement for any submissions of documentation beyond this time period. Furthermore, any such remaining fund balances for the Services for which a request for reimbursement has not been properly and timely submitted to the City shall be automatically subject to reprogramming.

1.2.7 Upon the determination of the City and/or HUD that any reimbursement has been provided to the Contractor for an ineligible expenditure or based on a fraudulent or other illegal submittal of a request for reimbursement by the Contractor, Contractor shall return such funds to the City within fourteen (14) calendar days upon written request to the Contractor. In addition to the remedies set forth in the Agreement, if Contractor fails to timely return such funds, the City reserves the right to deduct such amounts from any future reimbursement owed to the Contractor.

1.2.8 Upon the determination of the City and/or HUD that any reimbursement has been provided to the Contractor based on an inadequate or improper submittal of a request for reimbursement by the Contractor including, but not limited to, the provision of inadequate support documentation for expenditures or Services provided and/or the failure to properly complete required forms, Contractor shall provide any and all documentation required by the City and/or HUD in order to fully remedy such concern(s). Contractor shall provide such documentation within fourteen (14) calendar days of any written request to the Contractor. In the event that the Contractor is unable or unwilling to remedy such concern(s), Contractor shall return such funds to the City within fourteen (14) calendar days of any written determination by the City and/or HUD that such submittal remains inadequate or improper. In addition to the remedies set forth in the Agreement, if Contractor fails to timely return such funds, the City reserves the right to deduct such amounts from any future reimbursement owed to the Contractor.

ARTICLE II- REPORTS; DISCLOSURES; AUDITS

2.1 MONTHLY REPORTS. Contractor shall submit to the City a fiscal and programmatic report on a monthly basis that summarizes the Services expenditures and outcomes accomplished during the month, along with all invoices and documentation

required by the City. Each report shall be submitted within thirty (30) calendar days of the end of each month. Contractor shall submit timely, complete and accurate reports.

2.2 YEAR-END REPORTS. Contractor shall submit to the City a narrative report that summarizes the Services outcomes accomplished during the term of this Agreement, as required by the format and instructions issued by the City. This report shall be submitted within forty-five (45) calendar days of the expiration or termination of this Agreement or within forty-five (45) calendar days of the end of each fiscal year, whichever is sooner. Contractor shall also submit to the City a financial summary report for each fiscal year that provides confirmation of project expenditures claimed to and reimbursed by the City for costs incurred during the term of this Agreement and paid by Contractor.

2.3 AUDITS.

2.3.1 For each fiscal year in which Contractor receives CDBG funds, Contractor shall have financial statement audits prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant, in accordance with Generally Accepted Auditing Standards (GAAS). This audit shall include the following statements:

- a. an audited financial statement to include a balance sheet, income statement, and cash flow statement showing use of revenues and expenditures of all funds received by Contractor; and
- b. a statement certifying compliance with all terms and conditions of the City's contract with Contractor, and that all required reports and disclosures have been completed, signed, and submitted by an executive officer of Contractor; and

Contractor shall provide the City a copy of the financial statement audit within nine (9) months of the end of Contractor's fiscal year. Extensions of up to thirty (30) calendar days to this deadline may be granted by the City, upon written request by Contractor.

2.3.2 If the Contractor is expending \$750,000 or more (or the current federal threshold) in total federal funding from all sources in a year, pursuant to the Single Audit Act of 1984 (P.L. 98-502), the Contractor shall have an annual single audit conducted in accordance with 2 C.F.R. 200 subpart F. Contractor shall ensure that the single audit is completed within nine (9) months of the end of Contractor's fiscal year. If the Contractor is completing audits by calendar year (rather than fiscal year), the Contractor shall ensure that the single audit is completed within nine (9) months of December 31st. Contractor shall electronically submit to the Federal Audit Clearinghouse (PAC) a copy of the single audit that includes the required data collection and reporting package described in 2 C.F.R. 200.512 within thirty (30) calendar days of Contractor's receipt of the audit or nine (9) months of the end of Contractor's audit period.

- 2.3.2.1 Contractor must submit a copy of any management letters issued by the auditor for the single audit to the City within nine (9) months of the end of Contractor's fiscal year.
- 2.3.3 Contractor shall ensure that the financial statement audit and annual single audit are completed by a certified public accountant. Contractor shall include a clause in any agreement Contractor enters into with an audit firm to provide access by the City or federal government to the working papers of the independent auditor who prepares the audit(s) for Contractor. By executing this Agreement, Contractor also waives any claim of privilege or confidentiality and consents to and authorizes any and all audit firms hired by Contractor in connection with this Agreement to release any and all information obtained and utilized by any such audit firm as the basis of any audit report issued by the audit firm involving the Contractor. Individual projects funded by the City shall be clearly identified in the audits, as well as the dollar amounts allocated to such projects by the City.
- 2.3.4 If Contractor is subject to an audit from a source other than the City, Contractor shall provide a copy of the audit to the City within thirty (30) calendar days of completion of the audit. The City, at its sole discretion, may conduct an annual review of any such third-party audit(s). Contractor shall fully cooperate with any such annual review by providing the City with any and all documentation associated with any such third-party audit(s) within fourteen (14) calendar days of request by the City unless otherwise specified by the City.
- 2.3.5 In the event that any type of audit or monitoring review reveals any pattern of suspicious or questionable request for reimbursement submittals to the City, the City in its sole reasonable discretion reserves the right to take action as provided under the Agreement including, but not limited to, immediately suspending the Agreement in whole or in part to further investigate such matters upon provision of written notice to the Contractor.
- 2.3.6 In the event that an independent audit outlines any concerns about the Contractor's accounting practices or internal controls which results in an opinion other than an unqualified opinion, the City reserves the right to immediately suspend or terminate this Agreement as well as any and all other active contracts between the City and the Contractor involving the use of CDBG funds effective immediately upon written notice to the Contractor. Furthermore, the City reserves the right not to execute future contracts with the Contractor until such times as an independent auditor can attest to an unqualified opinion that demonstrates the Contractor's accounting practices and internal controls fully comply with GAAP. If the Contractor is unable to obtain an unqualified opinion by an independent auditor within ninety (90) calendar days of the issuance of the initial independent auditor's opinion, the City further reserves the right to reprogram any and all pending CDBG funds allocated to the Contractor.
- 2.3.7 Contractor shall fully cooperate with the City and any other auditors related to any review or investigation of Contractor's conduct or action(s) relating to this Agreement. Such cooperation shall include, but is not limited to, the timely

provision of responses and documentation requested in any such review or investigation.

Failure by the Contractor to do so shall constitute a material breach of the Agreement, which shall subject the Contractor to immediate termination of the Agreement.

- 2.3.8 Contractor's failure to provide the required financial statements, audits and other information, notwithstanding expiration or other termination of this Agreement, shall render Contractor ineligible for future CDBG funds.

ARTICLE III - PROJECT RECORDS

- 3.1 GENERAL.** Contractor shall maintain, and require its subcontractors to maintain, all project records during the term of this Agreement, including those required by the federal regulations specified in 24 C.F.R. 570.506 and 24 C.F.R. 576.500, and those required by the FY 2021 Operating Manual that are pertinent to the activities to be funded under this Agreement.
- 3.2 ACCOUNTING RECORDS.** Contractor shall maintain, and require its subcontractors to maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Contractor shall also comply with 24 C.F.R. part 200 regarding accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.
- 3.3 INSPECTION AND PHOTOCOPYING.** At any time during normal business hours and as often as requested, Contractor shall permit, and require its subcontractors to permit, the City, HUD, the Comptroller General of the United States (Comptroller General), or any of their duly authorized representatives, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Contractor), all project records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and/or evaluating Contractor's performance of its obligations and/or duties under this Agreement. The City, HUD, and Comptroller General may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the City, HUD, or Comptroller General in its sole discretion. The City will keep all copies of project records in the strictest confidence to the extent permitted under applicable law. If Contractor is unable to make any project records available for inspection within the County of San Diego, then Contractor shall pay all of the City's travel-related costs to inspect and/or audit the project records at the location where the project records are maintained. Any refusal by Contractor to fully comply with the provisions of this section shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
- 3.4 DUPLICATES OF RECORDS.** Upon any request by the City, HUD, Comptroller General, or any of their duly authorized representatives, for any project records, Contractor shall submit, and require its subcontractors to submit, exact duplicates of the originals of the requested project records to the requesting party for the purposes

described herein.

- 3.5 OWNERSHIP OF RECORDS.** Once Contractor has received any reimbursement from the City for Contractor's performance of its obligations and/or duties under this Agreement, all project records shall be the property of the City. The City's ownership of the project records includes the use, reproduction, and/or reuse of the project records, as well as all incidental rights, whether or not the work for which the project records were prepared has been performed. No project records shall be shown to any other public or private person or entity, except as authorized by the City in writing, or unless such project records are subject to the California Public Records Act.
- 3.6 STORAGE PERIOD.** Except where longer retention periods are required pursuant to 24 C.F.R. 576.S00(y), Contractor shall store, and require its subcontractors to store, all project records for a period of not less than three (3) years after Contractor's final submission of all required reports under this Agreement, or three (3) years after the City and Contractor make all final payments, or until all pending matters (including audit findings) have been resolved, whichever is longest. All project records shall be kept at Contractor's (or relevant subcontractor's) regular place of business. At any time during the storage period, Contractor shall permit, and require its subcontractors to permit, the City, HUD, Comptroller General, or any of their duly authorized representatives, to inspect and photocopy all project records for the purposes described above. After the storage period has expired, Contractor shall provide the City with thirty (30) calendar days written notice of its intent to dispose of any project records. During this time period, the Contractor shall provide any and all project records to the City upon the request of the City.

ARTICLE IV - MISCELLANEOUS PROVISIONS

- 4.1 RECOGNITION OF FUNDING SOURCE.** Contractor shall ensure, and require its subcontractors to ensure, recognition of the role of the federal CDBG Program in funding Contractor's Services under this Agreement. All activities performed, facilities and items utilized, and publications prepared, using CDBG funding in connection with this Agreement shall be prominently labeled to reference the use of CDBG funds from HUD as a funding source. The reference shall be worded as follows: "This project is funded in whole or in part with Community Development Block Grant CARES Act (CDBG-CV) program funds provided by HUD to the City of San Diego."

4.2 OPERATING MANUAL. Contractor acknowledges receipt of, and shall comply with, and require its subcontractors to comply with the FY 2023 Operating Manual, including, but not limited to, those provisions related to fiscal accountability, eligible and ineligible project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions. Any desired changes by Contractor to the procedures set forth in the FY 2023 Operating Manual must be requested by Contractor, in writing, and approved by the City, in writing, before such changes may be implemented.

4.3 PLAYING BY THE RULES HANDBOOK. By executing this Agreement, Contractor acknowledges, and shall require its subcontractors receiving CDBG funding to acknowledge, that it has received, read, and understood the contents of the Playing by the Rules Handbook and shall fully comply with all of the administrative recommendations set forth therein.

**ARTICLE V - COMPLIANCE WITH OTHER FEDERAL LAWS,
REGULATIONS, AND REQUIREMENTS**

5.1 UNIFORM ADMINISTRATIVE REQUIREMENTS. Contractor shall comply, and require its subcontractors to comply, with all applicable uniform administrative requirements set forth in 24 C.F.R. 570.502 and 576.407, including, but not limited to, federal CDBG financial and contractual procedures as applicable, as well as 2 C.F.R. 200 subparts B through D. These federal documents are on file at the City's Economic Development Department, located at 1200 Third Avenue, Suite 1400, San Diego, CA 92101.

5.2 OTHER PROGRAM REQUIREMENTS. Contractor shall comply, and require its subcontractors to comply, with all federal laws and regulations described in 24 C.F.R. 570 subpart K (sections 570.600 through 570.614), 24 C.F.R. 576 subpart E (sections 576.400 through 576.408), and CARES Act CDBG regulations described in Public Law 116-136, except that: (a) Contractor does not assume the City's environmental responsibilities described in 24 C.F.R. 570.604 or 576.407; and (b) Contractor does not assume the City's responsibility for initiating the review process described in 24 C.F.R. part 52.

5.2.1 CARES Act Eligible Activities. The CDBG funds provided under this Agreement are to be used for services, and other necessary actions, in order to prevent, prepare for, and respond to the COVID emergency.

5.2.2 No Duplication of Benefits. Contractor shall confirm there is no duplication of benefits paid by CDBG funds and shall maintain records on file.

5.2.3 Confirmation of COVID-19 Impact. Contractor shall verify the CARES Act CDBG public services beneficiaries have experienced a hardship or have been impacted by the COVID -19 pandemic and shall maintain records on file.

5.3 DAVIS-BACON ACT. Contractor agrees that in performing its obligations and duties under this Agreement, Contractor or its contractors or subcontractors shall solely perform those Services described as set forth in this Agreement and shall not perform any construction work, alteration, demolition, repair or maintenance work or otherwise enter into a Federally Assisted Construction Contract, as defined in 41 C.F.R. part 60-1.3.

5.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Contractor shall comply, and require its subcontractors to comply, with 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act (as supplemented by Department of

Labor regulations (29 C.F.R. part 5) - for construction contracts in excess of \$2000, and other contracts that involve the employment of mechanics or laborers in excess of \$2500.

5.5 ENERGY POLICY AND CONSERVATION ACT. Contractor shall comply, and require its subcontractors to comply, with the mandatory standards and policies relating to energy efficiency, which are contained in California's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

5.6 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Contractor shall comply, and require its subcontractors to comply, with all applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387)- for contracts in excess of \$150,000.

5.7 COPELAND "ANTI-KICKBACK" ACT. Contractor shall comply, and require its subcontractors to comply, with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3) - for contracts involving construction or repair.

5.8 RELIGIOUS ACTIVITIES. Contractor shall comply, and require its subcontractors to comply, with all applicable HUD requirements governing the use of CDBG funds by religious organizations, including those set forth in 24 C.F.R. 570.2000), as well as Executive Order 11245 (as amended by Executive Order 13279).

5.9 LOBBYING AND POLITICAL ACTIVITIES. Contractor shall not use any of the CDBG funds provided to it under this Agreement (including any program income) to pay any person for influencing or attempting to influence any decision or election by any electorate, legislative body, government agency, grantee, bureau, board, Contractor, district, or any other instrument of federal, state, city or other local government. The phrase "influencing or attempting to influence" means making, with the intent to influence, any communication to, or appearance before, a board, body, officer, or employee of a governmental entity, as well as any communication made to any electorate, regarding any ballot measure or candidate election. Contractor shall comply with 31 USC 1352 and 24 C.F.R. Part 87. Contractor shall sign and deliver to City the certification set forth in 24 C.F.R. Part 87, Appendix A, prior to entering into this Agreement, which certification shall be a condition precedent to this Agreement. Contractor shall also require this same certification to be included in all subcontracts paid for with money advanced to Contractor pursuant to the Agreement. Additionally, Contractor shall disclose to City any funds from any other source paid by Contractor (or their respective principals or agents) to any person, within the last year, for influencing or attempting to influence decisions of the federal government, by completing, signing, and submitting to City, Standard Form LLL, "Disclosure of Lobbying Activities," found at 24 C.F.R. Part 87, Appendix B. Contractor understands that the duty to disclose lobbying activities is a continuing requirement and, therefore, shall make such disclosures at the end of each calendar quarter during the term in which any activity requiring disclosure occurs or more often, if required by applicable Law.

- 5.10 NO DISCRIMINATION.** Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations in 24 C.F.R. Part I, Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations in 24 C.F.R. Part 107, the California Fair Employment Practices Act, and any other applicable federal or state law or regulation prohibiting discrimination on any basis enacted before or after the Effective Date. Contractor shall not discriminate on the basis of race, color, gender, religion, national origin, sexual orientation, age, familial status, or disability, in performing this Agreement, including in employment opportunities, the provision of labor, services, privileges, facilities, advantages, or accommodations.
- 5.11 SECTION 3 CLAUSE.** The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.
- 5.12 REVERSION OF ASSETS.** Upon the expiration or termination of this Agreement, Contractor shall transfer, and shall require its subcontractors to transfer, to the City any CDBG funds on hand at the time of expiration and any accounts receivables attributable to the use of CDBG funds. Contractor shall comply with the requirements of 24 C.F.R. 570.503(b)(7) with regard to the use or disposition of any real property that was either acquired or improved with CDBG funds in excess of \$25,000.
- 5.13 FAIR HOUSING ACT.** Contractor shall comply, and require its subcontractors to comply, with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. In addition, Contractor shall comply with the regulations issued following Title VI of the 1964 Civil Rights Act (as amended by Executive Orders 11246, 11375, and 12086) and Section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.
- 5.13.1 Contractor shall post in a prominent place at the program site(s) the Equal Housing Opportunity Logo provided by the City.
- 5.13.2 Contractor shall post in a prominent place at the program site(s) any other Fair

Housing materials provided by the City upon contract execution and/or throughout the term of this Agreement.

- 5.14 SECTION 504.** Contractor shall comply, and require its subcontractors to comply, with any federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities in any federally assisted program. The City shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations applicable during the term of this Agreement.
- 5.15 LIMITED ENGLISH PROFICIENCY.** Contractor shall comply with Executive Order 12166 enacted on August 11, 2000, which mandates that any recipient of HUD assistance funds reduce barriers to access for limited English proficiency (LEP) persons. Contractor shall comply with and make good faith and reasonable efforts to carry out the purposes of Executive Order 12166 relating to "Improving Access to Services by Persons with Limited English Proficiency". Contractor acknowledges that failure to ensure LEP access to HUD benefits may violate Title VI civil rights protections based upon national origin.
- 5.16 LEAD-BASED PAINT.** Contractor shall comply, and require its subcontractors to comply, with 24 C.F.R. 570.608 regarding the requirement to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part.
- 5.17 RESOURCE CONSERVATION AND RECOVERY ACT.** Contractor shall comply, and require its subcontractors to comply, with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Contractor (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 5.18 PROHIBITION ON USE OF CERTAIN SUBCONTRACTORS.** Contractor shall not employ, award any contract to, engage the services of, or fund any subcontractor, during any period of federal, state, or local debarment, suspension, or ineligibility of subcontractor, when Contractor has notice (actual, constructive, or implied) of such debarment, suspension, or ineligibility. A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System Award Management (SAM), in accordance with 2 C.F.R. part 180.

EXHIBIT G
SAFE PARKING BUDGET

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SAFE PARKING BUDGET

CONTRACT ATTACHMENT NO. ## BUDGET & COMPENSATION

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

Jewish Family Service Safe Parking Budget July 1, 2022- June 30, 2023

Personnel Cost	
Case Managers	8 FTEs
Site Supervisors	4 FTEs
Overnight Program Monitors	3 FTEs
Total Personnel	\$ 806,034
Non-Personnel Costs	
Security	\$ 430,763
Restrooms	\$ 200,000
Total Non- Personnel	\$ 630,763
Total	\$ 1,436,797

Funding Source Allocation

	HHAP 3.0	CDBG	Total
Personnel	\$ 544,580	\$ 261,454	\$ 806,034
Non-Personnel	\$ 448,217	\$ 182,546	\$ 630,763
Total	\$ 992,797	\$ 444,000	\$ 1,436,797

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