

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
SAN DIEGO REGIONAL TASK FORCE on HOMELESSNESS
for
HOMELESSNESS STRATEGY WITH ACTION PLAN ON PORT TIDELANDS**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and REGIONAL TASK FORCE on HOMELESSNESS (Contractor), a non-profit corporation headquartered in San Diego, California. The parties agree to the following:

1. **SCOPE OF SERVICES.** Contractor shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Contractor shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on May 1, 2022 and shall terminate on June 30, 2024, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Contractor based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$1,200,000. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Contractor shall not be required to perform further services after compensation has been expended. In the event that the Contractor anticipates the need for services in excess of the maximum Agreement amount, Contractor shall notify the District in writing

immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Payment Procedure.** For work performed on an hourly basis, Contractor agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Contractor finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Contractor shall nevertheless, bill at the lower rate.
- c. **Progress Documentation.** Contractor shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS.**

- a. Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Contractor for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

- c. Contractor understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Contractor or anyone else associated with the work has prepared or which relate to the work which Contractor is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Contractor shall provide District at Contractor's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Contractor's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Contractor shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Contractor's failure to provide the records within the time requested shall preclude Contractor from receiving any compensation due under this Agreement until such documents are provided.

5. **CONTRACTOR'S SUB-CONTRACTORS.**

- a. It may be necessary for Contractor to sub-contract for the performance of certain technical services or other services for Contractor to perform and complete the required services; provided, however, all Contractor's sub-contractors shall be subject to prior written approval by District
- . The Contractor shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Contractor or Contractor's sub-contractors. Contractor shall compensate each Contractor's sub-contractors in the time periods required by law. Any Contractor's sub-contractors employed by Contractor shall be independent Contractors and not agents of District. Contractor shall insure that Contractor's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Contractor shall also include a clause in its Agreements with Contractor's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Contractor's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE.**

- a. In performance of this Agreement, Contractor and Contractor's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Contractor shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Contractor shall comply with all Federal, State, regional and local laws, and District Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

- 7. **INDEPENDENT ANALYSIS.** Contractor shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction

of District, other than normal contract monitoring provided, however, Contractor shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS.**

- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Contractor agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Contractor's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Contractor as provided for in this Agreement, or failure to act by Contractor, its officers, agents, subcontractors and employees. The Contractor's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Contractor further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Contractor pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Contractor provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the

District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Contractor provided for in this Agreement, Contractor agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS.**

- a. Contractor shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-

insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute to it.

- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the Contractor and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant

shall maintain at its own expense, “tail” coverage in the same minimum amount as set forth in this paragraph.

- (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
- (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer’s Liability policies.
- b. Contractor shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Contractor shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.
- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or

underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Contractor or Contractor's sub-contractors or any tier of Contractor's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation. Furthermore, Contractor expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Contractor shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Contractor or its agents, employees, or subcontractors.
 12. **INDEPENDENT CONTRACTOR.** Contractor and any agent or employee of Contractor shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Contractor. Contractor shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Contractor acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Contractor disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
 13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the

advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement 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 Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Contractor pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Contractor shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Contractor shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Contractor

pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by District. Contractor shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Contractor to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Contractor other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION.**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
 - c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Contractor, made an exhaustive inspection to check the quality or quantity of the services performed by the Contractor, made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account by the District, or constitute a waiver of claims against the Contractor by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Contractor for expenses, miscellaneous charges, or other liabilities or

increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Contractor. Upon five (5) day written notice to the Contractor, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Contractor to pay the same; and the amount due the Contractor under this Agreement or the whole or so much of the money due or to become due to the Contractor under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Contractor at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Contractor. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Contractor.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE).**

- a. Contractor acknowledges and agrees that it is the sole and exclusive responsibility of Contractor to: (a) ensure that all persons and/or entities (including, but not limited to, Contractor or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.

- b. Certified Payrolls. Contractor acknowledges and agrees that it is the sole and exclusive responsibility of the Contractor to ensure that all certified payrolls are provided to the District. Contractor shall submit certified payrolls electronically via the software LCPtracker.
- (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Contractor will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Contractor's request.
 - (2) The use of LCPtracker by the Contractor is mandatory. Access to LCPtracker will be provided at no cost to the Contractor.
 - (3) In order to utilize LCPtracker, the Contractor needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Contractor's request.
 - (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
 - (5) Contractor must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Contractor.

(6) Training options can be provided to the Contractor upon request.

21. **CONTRACTOR/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE).**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

23. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Contractor.

a. Submit all correspondence regarding this Agreement to:

Christine Antoine
Government and Civic Relations
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
619-686-6226
cantoine@portofsandiego.org

b. The Contractor's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Lahela Mattox / Chief Operations Officer
Regional Task Force on Homelessness
4699 Murphy Canyon Road, Suite 104, San Diego, CA 92123
(916) 968-8443
Lahela.mattox@rtfhdsd.org

c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

**REGIONAL TASK FORCE on
HOMELESSNESS**



Job Nelson
Vice President

Tamera Kohler
Chief Executive Officer

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District

The Contractor is seeking to enter a two-year contract with the ability to modify the specifications and scope of work and to change the compensation schedule in order to provide a continuation of services under the Agreement's original scope of services, as amended. Contractor will provide a quarterly update on progress and outcomes. Contractor will submit invoices quarterly for services rendered. Use of subconsultants to be pre-authorized by the District.

Phase 1: Conduct Comprehensive Assessment and Develop Two-Year Strategy with Action Plan	
This will include Contractor staff salaries and may include consultant costs to develop the plan.	
Tasks	Costs
1. Conduct a Comprehensive Assessment of homelessness within the Port of San Diego tidelands. The assessment will include: <ul style="list-style-type: none"> a. An understanding of the extent of the population experiencing homelessness in the specific geographic area, specific demographics of individuals residing there, and their identified barriers and needs. b. An understanding of past and current activities to address homelessness in the tidelands. This will include an understanding of law enforcement response, social services/outreach response, and other activities such as encampment cleanups and mitigation. c. Engagement with key partners such as the Harbor Police, local elected officials, government agencies, non-profits, private funders, and others throughout the Comprehensive Assessment process to gain their perspective of both challenges and strategies. d. Identify gaps in needs of the population and existing activities to help drive strategy development. 	\$175,000
2. Based on assessment findings, develop two-year Strategy and Action Plan that will include the following: <ul style="list-style-type: none"> a. Specific goals, strategies, and subsequent activities to reduce homelessness in the tidelands. b. Detailed timeline of planned activities for two-year initiative c. Detailed strategies to leverage and coordinate existing partnerships and services. d. Recommended sub-contracting services and specific partner organizations to deliver services. e. Detailed funding plan to achieve initiative goals. Includes specifics on how funding from the Port of San Diego will be used, as well as how Contractor will leverage other funding from local, state, and federal entities as well as private funds to accomplish goals. f. Measurable outputs and outcomes to achieve overall goals and evaluation process and communication plan to report progress back to key stakeholders. 	
3. Present Comprehensive Assessment findings and two-year Strategy and Action Plan to the Port of San Diego Commissioners	

Phase 2: Implement System Strategy to Drive an End to Homelessness on Port Tidelands This will include Contractor staff salaries, consultant costs (if needed), and funding to housing and/or homeless Contractors.	
Tasks	Costs
1. Provide overall leadership, design, coordination, project management, and reporting for two-year initiative. Engage and educate key stakeholders and partners.	\$805,000
2. Coordinate with Partners: <ul style="list-style-type: none"> a. Coordinate with local government entities including the cities of Chula Vista, Coronado, Imperial Beach, National City, San Diego, and the County of San Diego. b. Leverage current partnerships and coordinate with street outreach services and encampment resolution processes. Coordinate with existing street outreach teams in the five cities. c. Coordinate with local law enforcement including Harbor Police d. Coordinate with existing and forthcoming shelter programs in the City of San Diego and South Bay areas for temporary placements from encampments. 	
3. Leverage and/or Subcontract Needed Housing and Services: <ul style="list-style-type: none"> a. Leverage/enhance/expand existing contracts (Cities, County, or Contractor) with homeless services providers who are already providing street outreach, shelter, and housing. b. Leverage Contractor's Flexible Housing Pool operated by Brilliant Corners to increase permanent housing options. 	
4. Measure and Evaluate Initiative Performance: <ul style="list-style-type: none"> a. Use data collected within HMIS to identify an accurate number of individuals "by name" who are experiencing homelessness in the Port coastal areas. b. Measure the initiative's performance over the two years and regularly report back to the Port of San Diego and other critical initiative partners on progress. 	

Phase 3: Evaluation of sustainability This will include Contractor staff salaries and may include consultant costs to produce the final report.	
Tasks	Costs
1. Conduct final evaluation report of two-year initiative and report to key stakeholders.	\$100,000
2. Work with partners to develop sustainability plan to ensure homelessness is rare and brief in Port tidelands. <ul style="list-style-type: none"> a. Create sustainability report with specific strategies and protocols. 	

Year	Timeframe	Estimated Budget Amount	Outputs/Outcomes
Phase 1: Assessment and Action Plan	Months 1-3	\$175,000	<ol style="list-style-type: none"> 1. Conduct comprehensive assessment and develop action plan 2. Present Comprehensive Assessment findings and two-year Strategy and Action Plan to the Port of San Diego Commissioners
Phase 2: Strategy and Implementation	Months 3-20	\$805,000	<ol style="list-style-type: none"> 1. Convene an initiative leadership body among key cross-sector partners to support implementation, collaboration, and oversight for the two-year period. 2. Depending on assessment findings and strategy recommendations, develop and execute sub-contracting agreements with housing and/or homeless services providers
Phase 3: Evaluation of sustainability	Months 20-24	\$100,000	<ol style="list-style-type: none"> 1. Conduct final evaluation report of two-year initiative and report to key stakeholders. 2. Create sustainability report with specific strategies and protocols.
Contractor Administrative Costs (10%)	Months 1-24	\$120,000	Contractor administrative costs to implement the two-year initiative.
Total		\$1,200,000	

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION.

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Contractor compensation as set forth hereunder.

(1) Contractor shall be compensated and reimbursed by District on the basis of invoices submitted quarterly for services performed during the preceding quarter. Invoice(s) shall be Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(c) Each invoice for Time and Materials work shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

(2) Professional services shall be invoiced in accordance with the rate schedule contained in Attachment A.

The Contractor will invoice the District on a quarterly basis for work performed during the previous quarter. Both parties assume the value will vary depending on current Phase of the Scope of Services.

Note: The following shall be considered part of the fully burdened quarterly charge stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing,

normal copying and document reproduction, blueprint services, travel, lodging, telecommunications, photography, and all other costs and expenses incurred in completing such services.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Contractor shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Contractor shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) The following certification phrase, with printed name, title and signature of Contractor's project manager or designated representative:

 "I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - 2) Dates of service provided
 - 3) Date of invoice
 - 4) A unique invoice number
- c. District shall, at its discretion, return to Contractor, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: Christine Antoine, Government and Civic Relations, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment discovered in such an audit may be charged against the Contractor's future invoices and any retention funds.
- f. Payment will be made to Contractor within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to: **San Diego Unified Port District**
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: portofsandiego@ebix.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)	SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.
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CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING
A		
B		
C		
D		

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address:
	Phone: _____ Fax Number: _____
	Signature of Authorized Agent(s) or Broker(s)
	Date: _____

SAN DIEGO UNIFIED PORT DISTRICT**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 100085 – 185
 Duluth, GA 30096 – OR –
 Email to: portofsandiego@ebix.com
 Fax: 1-866-866-6516