

CITY COUNCIL OF
THE CITY OF SAN DIEGO
RESOLUTION NO. 306884

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO HOUSING COMMISSION REGARDING MANAGEMENT AND OVERSIGHT OF THE CITY'S HOMELESS SHELTER AND SERVICES PROGRAM

WHEREAS, on June 29, 2010, the Council of the City of San Diego and the Housing Authority of the City of San Diego authorized City staff and the San Diego Housing Commission (Commission), respectively, to execute that certain Memorandum of Understanding (MOU) to administer the City's homeless services; and

WHEREAS, the MOU became effective July 1, 2010; and


WHEREAS, according to its terms, the MOU will expire June 30, 2012, unless it is renewed before the end of Fiscal Year 2011; and

WHEREAS, the City and Housing Commission wish to renew the MOU in addition to adding a provision for mutual indemnification and clarifying certain other provisions of the MOU; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the First Amendment to the MOU between the City and the Housing Commission is hereby approved in the form attached hereto; and

WHEREAS, the Mayor or a designee is authorized to execute the First Amendment to MOU, a copy of which is on file with the City Clerk as Document No. PL-306884

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Andrea Contreras Dixon
Deputy City Attorney

ACD:ad
06/14/2011
06/27/2011 REV.COPY
Or.Dept.: Housing Commission
PL No. 2011-06790

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 27 2011.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 7-26-11
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIEGO
AND
SAN DIEGO HOUSING COMMISSION

FOR THE PROVISION OF HOMELESS SHELTER AND SERVICES

This First Amendment to the Memorandum of Understanding (MOU) between the SAN DIEGO HOUSING COMMISSION, a public agency (Commission) and the CITY OF SAN DIEGO, a municipal corporation (City), shall become effective upon signature of both parties.

RECITALS

WHEREAS, on June 29, 2010, by Resolution No. R-305962, the San Diego City Council authorized the execution of an MOU transferring responsibility for operation of the City's Shelter and Services Programs for Homeless Persons from the City to the Commission, effective July 1, 2010 through June 30, 2012 (Original MOU); and

WHEREAS, the Original MOU requires renewal of its term annually, starting no less than one fiscal year prior to the end of the then-current expiration date; and

WHEREAS, a mutual indemnification clause was unintentionally omitted from the Original MOU; and

WHEREAS, the Commission and City agree to clarify certain other provisions of the Original MOU;

NOW, THEREFORE, the Commission and the City agree as follows:

1. This First Amendment to the MOU shall extend the term of the Original MOU one fiscal year, beginning July 1, 2012 (the expiration date of the Original MOU) and ending June 30, 2013. In order to ensure availability and allocation of funding, all future amendments renewing the Original MOU must be approved no less than one fiscal year prior to the expiration of the then-current term or extension.

2. Section 2 of the MOU is deleted in its entirety and replaced with the following language:

“The Commission shall oversee and manage those City programs which provide temporary shelter, services and assistance to alleviate homelessness including, but not limited to, the following elements of the City’s Shelter and Service Program:

- A winter shelter and ancillary services for 200 homeless adults, operating at least from December 1 of each year through March 31 of the following year;
- A winter shelter and ancillary services for 150 veterans, operating during the same time period as above;
- Set-up and tear-down of the above shelters when sprung structures are used;
- City-facilitated utility hook-ups for shelter operations;
- Assistance for a minimum of 100 families through the Cortez Hill Family Center;
- Operation of the Neil Good Day Center, providing walk-in and referral services for homeless families;
- Funding for County’s hotel/motel voucher program for homeless families; and
- Commission funding of \$45,000 per year to the Regional Task Force on the Homeless for data management services, if such services and funding are deemed necessary.

3. Section 3 of the MOU, “Sources of Funds”, is hereby amended to read in its entirety as follows:

“The City will dedicate 100% of funds received from the HUD ESG program and will dedicate CDBG funds in accordance with Council Policy 700-02 to the shelter and service programs itemized herein during the term of this MOU. City and Housing Commission acknowledge that the current rate of City funding does not cover the entire cost of the shelter and service program as currently constituted and is contingent upon the ESG entitlement amount, confirmation of other funding sources, and City Council approval during the CDBG application process. It is expressly understood the Commission may terminate this MOU upon ninety (90) days written notice to the City, if regular funding sources adequate to cover the provision of a sprung structure and social services at a level of service equal or greater than that provided by the City’s winter shelter program in FY2010 are not made available. It is expressly understood that the City will endeavor

to make funds available for each Fiscal Year that this MOU is in place at a level no less than that of the previous Fiscal Year. However, if the specified level of funding is not available and/or if program elements are changed, Commission's responsibilities under the MOU will be changed accordingly as mutually agreed to by the parties in writing.

Commission's financial contribution for the programs and services covered by the MOU shall not exceed \$400,000, in addition to the \$45,000 previously referenced in Section 2, during any fiscal year during the term of this MOU. This financial contribution is intended to be separate and apart from the one-time \$500,000 contribution the Commission has agreed to make to the City for the operation of the Neil Good Day Center for Fiscal Year 2012."

4. Section 10 is added to read as follows:

Indemnification To the fullest extent provided by law, City and Commission agree to indemnify, protect, and hold harmless one another, including their elected officials, departments, representatives, agents, officers or employees, from and against any and all claims, demands, actions, proceedings, suits, liabilities, damages, costs (including reasonable attorneys' fees) or expenses for, including damage to property, the loss or use thereof, or injury or death to any person, caused by, arising out of, or related to the performance of services under this MOU by City and/or Commission, their elected officials, officers, agents, representatives, departments, subcontractors and employees. The City's and Commission's duty to indemnify and hold harmless one another shall not include any claim or liability arising from the established sole negligence or willful misconduct of the other, or its elected officials, officers agents, representatives, departments, subcontractors, and employees.

SAN DIEGO HOUSING COMMISSION

CITY OF SAN DIEGO

By: _____
Carrol Vaughan
Executive Vice President and Chief
Operating Officer

By: _____
Jay Goldstone
Chief Operating Officer

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

CHRISTENSEN & SPATH LLP
A California Limited Liability Partnership

OFFICE OF THE CITY ATTORNEY
Jan I. Goldsmith, City Attorney

By: _____
Charles Christensen
General Counsel

By: _____
Andrea Contreras Dixon
Deputy City Attorney

Date: _____

Date: _____