

ATTACHMENT NO. 1

Allocation of Housing Funds Among Homeless Services Providers

Agency	Original Allocation	* Reallocation of Remaining Funds	Paid to Date	Outstanding Amount to be Paid
St. Vincent de Paul Village	\$1,000,000	\$150,000	\$1,000,000	\$150,000
San Diego Youth & Community Services	\$1,600,000	\$150,000	\$1,600,000	\$150,000
The Salvation Army	\$500,000	\$150,000	\$361,887	\$288,113
Volunteers of America	750,000	400,000	0	1,150,000
Vietnam Veterans of San Diego (aka Veterans Village)	1,750,000	150,000	1,750,000	150,000
Catholic Charities	\$600,000	\$300,000	\$600,000	\$300,000
RANCHO & contingency *	\$1,300,000			
TOTAL	\$7,500,000	\$1,300,000	\$5,311,887	\$2,188,113

* funds reallocated to remaining members.

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
SAN DIEGO AND REPRESENTATIVES OF THE HOMELESS REGARDING
THE HOMELESS ASSISTANCE ELEMENT OF THE SAN DIEGO NAVAL
TRAINING CENTER REUSE PLAN**

This Second Amendment to the Agreement between the City of San Diego and Representatives of the Homeless Regarding the Homeless Assistance Element of the San Diego Naval Training Center Reuse Plan ("Second Amendment") is entered into by and between The City of San Diego ("City"), a municipal corporation which is officially recognized by the United States Department of Defense as the Local Redevelopment Authority for the closure and civilian conversion of the San Diego Naval Training Center ("NTC"), and the Homeless Subcommittee, hereby recognized by the City as representing homeless providers and interests of the homeless for purposes of the NTC, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994. The City and the Homeless Subcommittee are collectively referred to as the "Parties."

RECITALS

WHEREAS, in 1993 the Base Realignment and Closure Commission recommended, and Congress and the President approved, the closure of a substantial portion of the NTC, wholly located within the jurisdictional boundaries of the City; and

WHEREAS, the Council of the City of San Diego ("Council") has been officially recognized by the United States Department of Defense as the Local Redevelopment Authority ("LRA") responsible for the closure of NTC, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and

WHEREAS, in 1993 the Council established an advisory group, the Naval Training Reuse Committee ("NTC Reuse Committee"), to conduct regular meetings and advise the Council regarding matters pertaining to the closure and reuse of NTC; and

WHEREAS, the Naval Training Center Reuse Committee established a structure of subcommittees to focus and conduct outreach on discrete aspects of the closure and reuse process, including the formation of a Homeless Subcommittee chaired by Sister RayMonda DuVall; and

WHEREAS, at the July 1, 1996, hearing the Council established parameters for negotiations with the Homeless Subcommittee to support a financing and implementation plan that established an off-site Homeless Assistance Element for the NTC Reuse Plan that would provide 150 off-site transitional housing units in Council District 2; and

WHEREAS, it was mutually agreed upon that a dollar commitment equivalent to \$50,000 for each of the 150 units, equal to Seven Million Five Hundred Thousand

Dollars (\$7,500,000) to be allocated among several local homeless providers (“Non-Profit Organizations”) and expended on projects proposed by the Homeless Subcommittee, was the preferable form of assistance which would be used to serve the population in need of transitional housing; and

WHEREAS, the Agreement Between the City of San Diego and Representatives of the Homeless Regarding the Homeless Assistance Element of the San Diego Naval Training Center Reuse Plan (“Agreement”) was approved by the Council on July 31, 1999; and

WHEREAS, the Agreement requires subsequent agreements between the City and Non-Profit Organizations to implement and fund respective individual projects which will require City Council approval; and

WHEREAS, the Agreement does not provide for subsequent agreements between the Redevelopment Agency of the City of San Diego (“Redevelopment Agency”) and the Non-Profit Organizations where the Redevelopment Agency is the source of funds for the individual projects; and

WHEREAS, the Homeless Subcommittee’s original Non-Profit Organizations were RANCHO, St. Vincent de Paul Village, San Diego Youth & Community Services, The Salvation Army, Volunteers of America, Vietnam Veterans of San Diego, Catholic Charities, HomeStretch, and Christian Social Concerns; and

WHEREAS, RANCHO, HomeStretch, and Christian Social Concerns are no longer participating Non-Profit Organizations under the Agreement; and

WHEREAS, pursuant to the Agreement any unused funds can be reallocated at the discretion of Council after consideration of the Homeless Subcommittee; and

WHEREAS, in July 2005, the City and the Homeless Subcommittee executed a First Amendment to the Agreement, authorizing San Diego Youth & Community Services to use its remaining allocation under the Agreement outside Council District 2; and

WHEREAS, the parties now wish to amend the Agreement to provide for the reallocation of unused funds among the participating Non-Profit Organizations, to permit the participating Non-Profit Organizations to use their allocation under the Agreement outside Council District 2, and to provide for subsequent agreements between the Redevelopment Agency and the Non-Profit Organizations to implement and fund individual projects where the Redevelopment Agency is the source of funds.

NOW THEREFORE, in consideration of the above recitals and mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 AMENDMENTS TO AGREEMENT

1. Funds allocated under the Agreement may be used outside of Council District Two (2) within the City of San Diego.
2. Exhibit "A" to the First Amendment to the Agreement¹ is hereby replaced in its entirety with an amended Exhibit "1" ("Replacement Exhibit "1"). Replacement Exhibit "1" includes updated and revised fund allocations and project information. Replacement Exhibit "1" is attached hereto as Exhibit "A" to this Second Amendment and is incorporated herein by this reference.
3. Exhibit "2" to the Agreement is hereby replaced in its entirety with an amended Exhibit "2" ("Replacement Exhibit "2"). Replacement Exhibit "2" includes funding actuals and anticipated units that will be leveraged by funds committed to date. Replacement Exhibit "2" also shows funds that are still due to the Participating Nonprofit Organizations. Replacement Exhibit "2" is attached hereto as Exhibit "B" to this Second Amendment and is incorporated herein by this reference.
4. Funds previously allocated to RANCHO and the contingency will be reallocated according to schedules in Replacement Exhibit 1 and 2. Specific requests for funds will require Redevelopment Agency approval before disbursements can be made.
5. Article I. Role of the Homeless Subcommittee, Paragraph 5, Subsequent Agreements with Non-Profit Organizations shall be deleted in its entirety and replaced with the following:

"Subsequent Agreements with Non-Profit Organizations.

Subsequent Agreements shall be required either between the City and each Non-Profit Organization where the City is the source of the funds or between the Redevelopment Agency and each Non-Profit Organization where the Redevelopment Agency is the source of the funds to implement their respective individual projects which make up the Homeless Assistance Element. Any funding committed by the City or the Redevelopment Agency through any subsequent agreement shall be consistent with the Homeless Assistance Element. If any Non-Profit Organization desires to propose a project, which is not consistent with the Homeless Assistance Element (e.g., more or less funds are needed than reflected on Exhibits 1 and 2), the Homeless Assistance Element shall first be amended in due course in accordance with the procedures and process set forth in this Agreement. The subsequent agreements with Non-Profit Organizations for implementation of individual projects shall contain provisions, as appropriate, to ensure that any property

¹ Exhibit "A" to the First Amendment to the Agreement replaced Exhibit "1" to the original Agreement.

acquired or improved in furtherance of the project or monies loaned for that purpose will be deed restricted to revert back either to the City where the City is the source of funds or to the Redevelopment Agency where the Redevelopment Agency is the source of funds in the event the property is no longer used to assist the homeless. It is the mutual intention of the parties to execute subsequent agreements for Phase 1 projects with the Non-Profit Organizations as soon as practical. Those agreements may be executed concurrent with the execution of this Agreement if funding is secured and all required permits and approvals are obtained.”

SECTION 2 MISCELLANEOUS

- a. The parties agree to execute such other instruments, agreements, and amendments to documents as may be reasonably necessary or appropriate to effectuate the Agreement as amended by this Second Amendment.
- b. This Second Amendment is executed in five (5) duplicate originals, each of which is deemed to be an original.
- c. This Second Amendment shall become effective upon its execution by the Mayor or designee.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the dates opposite their signatures.

THE CITY OF SAN DIEGO

Date: _____

By: _____

James T. Waring
Deputy Chief Operating Officer
Land Use and Economic
Development

NTC HOMELESS SUBCOMMITTEE

Date: 1/9/07

By: *Sister Raymonda DuVall*

Sister Raymonda DuVall
Chairperson of the Homeless
Subcommittee on behalf of the
Participating Non-Profit
Organizations

I HEREBY APPROVE the form and legality of the foregoing Agreement this
_____ day of _____, 2007.

MICHAEL J. AGUIRRE, City Attorney

By: _____

Eunice C. Chan
Deputy City Attorney

**NTC HOMELESS SUBCOMMITTEE -- TRANSITIONAL HOUSING
SECOND AMENDMENT
REPLACEMENT EXHIBIT 1**

AGENCY	PROGRAM	LENGTH OF STAY	LOCATION REHAB./NEW FACILITY	CUP NEEDED	NO. OF BEDS/UNITS	ORIGINAL FUNDING REQUEST	* REALLOCATION OF FUNDS	TOTAL
Participating Nonprofit Organizations:								
St. Vincent de Paul	Teens	2 Years	Acquisition	Yes	30 Beds	\$1,000,000	\$150,000	\$1,150,000
San Diego Youth & Community Services	1. Teens and Young Adults	2 Years	1. 3255 Wing Street (Retire Debt/Rehabilitation)	No	33 Units	\$1,600,000		
	2. Teens and Young Adults	2 Years	2. 35th Street (Acquisition)	No	8 Units			\$1,750,000
The Salvation Army	1. Single Men	1 Year	1. 825 Seventh Ave Rehabilitation	No	40 Beds	\$150,000		
	2. Single Parent with children	1 Year	2. Door of Hope		20 Beds	\$350,000		\$650,000
Volunteers of America	Families/Alcohol/D/DV	2 Years	Purchase/Relocation Costs (Address to be determined.)	No	12-15 Units	\$750,000		\$1,150,000
Veterans Village (aka Vietnam Veterans) of San Diego	Women/Men Veterans	1 to 2 Years	4141 Pacific Highway Purchase/Rehabilitation	No	87 Beds Existing 40 Add. Beds	\$1,750,000		
	1. Pregnant Women	1 Year	9th & F Street Purchase/Rehabilitation	No	5 Beds	\$600,000		\$1,900,000
Catholic Charities	2. Pregnant Women/Senior Women	1 Year	1570 Fifth Avenue Purchase/Rehabilitation	Yes/No	15 Beds			\$900,000
							\$300,000	
RANCHO & contingency *						\$1,300,000		
Total						\$7,500,000	\$1,300,000	\$7,500,000

* funds reallocated to remaining members

**NTC HOMELESS SUBCOMMITTEE -- FUNDING
SECOND AMENDMENT
REPLACEMENT EXHIBIT 2**

Agency	Original Allocation	* Reallocation of Remaining Funds	Paid to Date	Outstanding Amount to be Paid
St. Vincent de Paul Village	\$1,000,000	\$150,000	\$1,000,000	\$150,000
San Diego Youth & Community Services	\$1,600,000	\$150,000	\$1,600,000	\$150,000
The Salvation Army	\$500,000	\$150,000	\$361,887	\$288,113
Volunteers of America	\$750,000	\$400,000	\$0	\$1,150,000
Vietnam Veterans of San Diego	\$1,750,000	\$150,000	\$1,750,000	\$150,000
Catholic Charities	\$600,000	\$300,000	\$600,000	\$300,000
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