

File No. 210310

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 14, 2021

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date April 9, 2021

Completed by: Linda Wong

Date _____

1 [Accept In-Kind Gift - Retroactive - Tipping Point Community - Strategic and Operational
2 Housing Consultant Services - Value Not to Exceed \$125,000]

3 **Resolution retroactively authorizing the Department of Homelessness and Supportive**
4 **Housing (“HSH”) to accept an in-kind gift for strategic and operational housing**
5 **consultant services related to the City’s Shelter in Place Hotel Rehousing proposal in a**
6 **value not to exceed \$125,000 from Tipping Point Community for the grant period of**
7 **December 21, 2020, through December 31, 2021.**

8

9 WHEREAS, On February 25, 2020, Mayor London N. Breed proclaimed a state of
10 emergency in response to the COVID-19 pandemic; on March 3, 2020, the Board of
11 Supervisors concurred in the February 25th Proclamation and in the actions taken by the
12 Mayor to respond to the emergency; and

13 WHEREAS, On March 16, 2020, the San Francisco County Health Officer issued Order
14 No. C19-07 requiring individuals to shelter in place to mitigate the community spread of
15 COVID-19; this order has been updated and reissued, most recently, as Health Officer Order
16 No. C19-07s on February 8, 2021; and

17 WHEREAS, In April 2020, the City and County of San Francisco (“City”) opened the
18 first Shelter in Place (“SIP”) Hotel as a temporary emergency measure to provide a safe place
19 for households experiencing homelessness who were at the highest risk for severe disease to
20 shelter in place in accordance with Health Officer’s orders; and

21 WHEREAS, From April 2020 to October 2020, the City opened over 2,600 non-
22 congregate temporary shelter rooms through 25 SIP Hotels to serve households experiencing
23 homelessness most vulnerable to contracting the virus; and

24

25

1 WHEREAS, Despite only having 5% of the state’s homeless population, the SIP Hotels
2 the City opened represented nearly 20% of all non-congregate hotel rooms operated through
3 the State’s Project Roomkey Program; and

4 WHEREAS, In July 2020, Mayor London N. Breed announced the Homelessness
5 Recovery Plan which invested in an increase in shelter beds and stable exits to housing over
6 the next two years, including the largest expansion of Permanent Supportive Housing (“PSH”)
7 in San Francisco in 20 years; and

8 WHEREAS, As the City moves from response to recovery, guests in the SIP Hotels will
9 be supported through an urgent and unprecedented rehousing effort that ensures no
10 individual in a SIP Hotel as of November 15, 2020, who participates in the rehousing process
11 exits the temporary pandemic shelter system onto the street; and

12 WHEREAS, Tipping Point Community (“TPC”) has offered to donate to the San
13 Francisco Department of Homelessness and Supportive Housing (“HSH”) an in-kind gift of
14 strategic and operational housing consultant services related to the City’s SIP Hotel
15 Rehousing Proposal in the value not to exceed \$125,000; and

16 WHEREAS, The scope of services for this in-kind gift includes strategic planning and
17 policy, working with the HSH Interim Director and senior management team to help further
18 develop, articulate and implement the City’s efforts to substantially reduce homelessness in
19 San Francisco, and support the implementation of the SIP Rehousing Processes that includes
20 working with HSH senior management team and other HSH staff to effectively transition
21 individuals who have been temporarily housed in SIP Hotels; and

22 WHEREAS, A copy of the Memorandum of Understanding (MOU) setting forth the
23 terms of the gift and a copy of the contract setting forth the scope of work between TPC and
24 the Housing Consultant, Marc Trotz, are on file with the Clerk of the Board of Supervisors
25 in File No. 210310; now, therefore, be it

1 RESOLVED, That the Board of Supervisors retroactively approves the in-kind gift and
2 authorizes HSH to accept a gift of in-kind services in the value not to exceed \$125,000
3 donated by TPC; and, be it

4 FURTHER RESOLVED, That the Board of Supervisors extends its gratitude to TPC for
5 the generous gift to the City and County of San Francisco in support of HSH and the
6 Homeless Response System.

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Recommended:

/s/ _____
Abigail Stewart-Kahn
Interim Director of Homelessness &
Supportive Housing

Approved: /s/ _____

Mayor

Approved: /s/ _____

Controller

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolution authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Accept In-Kind Gift – Retroactive – Tipping Point Community – Strategic and Operational Housing Consultant Services**

2. Department: **Department of Homelessness and Supportive Housing (HSH)**

3. Contact Person: **Dylan Schneider** Telephone: **628.652.7742**

4. Grant Approval Status (check one): **n/a – in-kind gift**

Approved by funding agency Not yet approved

5. Amount of Grant Funding Approved or Applied for: **not to exceed \$125,000**

6a. Matching Funds Required: not to exceed **n/a**

b. Source(s) of matching funds (if applicable): **n/a**

7a. Grant Source Agency: **Tipping Point Community**

b. Grant Pass-Through Agency (if applicable): **n/a**

8. Proposed Grant Project Summary: **Tipping Point Community (TPC) will select a housing consultant with experience that can provide strategic and operational consulting services related to the Department of Homelessness and Supportive Housing's emergency rehousing strategy.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **December 21, 2020**

End-Date: **December 31, 2021**

10a. Amount budgeted for contractual services: **n/a**

b. Will contractual services be put out to bid? **n/a**

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **n/a**

d. Is this likely to be a one-time or ongoing request for contracting out? **n/a**

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? **n/a**

b2. How was the amount calculated? **n/a**

c. If no, why are indirect costs not included?

Not allowed by granting agency
 Other (please explain): n/a

To maximize use of grant funds on direct services

c2. If no indirect costs are included, what would have been the indirect costs? n/a

12. Any other significant grant requirements or comments: **None.**

****Disability Access Checklist****

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Scott W. Walton, HSH MOD Liaison
(Name)

Date Reviewed: March 9, 2021

Department Approval: Gigi Whitley Deputy Director of Administration and Finance
(Name) (Title)
Gigi Whitley
Gigi Whitley (Mar 9, 2021 17:22 PST)
(Signature)

Signature: Scott Walton

Email: scott.walton@sfgov.org



MEMORANDUM OF UNDERSTANDING

Tipping Point Community (“Tipping Point”) is providing a consultant to assist the Department of Homelessness and Supportive Housing (HSH) in developing a strategic plan to reduce homelessness and re-house of individuals temporarily housed in Shelter in Place (SIP) Hotels (“Housing Consultant”) with a value not to exceed \$125,000 (“Gift”) pursuant to the terms outlined, dated as of December 21, 2020. As a condition of receiving the Gift, the Parties agree to the following:

1. THE PURPOSE OF THE ENGAGEMENT

Tipping Point is retaining the services of an experienced Housing Consultant to assist HSH in developing:

- a) Strategic Plan and Policy: Work with the HSH Interim Director and senior management to help further develop, articulate, and implement the City’s efforts to substantially reduce homelessness in San Francisco. This work will include, but is not limited to, refining immediate and long-term goals, assisting the Interim Director with internal and external communication as needed, and working with stakeholders to ensure that departmental activities are well aligned with community goals and expectations.
- b) Re-housing Plan Implementation: Work with HSH senior management and other departmental staff to effectively transition individuals who have been temporarily housed in the SIP Hotels. This work will include, but not be limited to, determining the need for additional scattered site housing in the private market necessary to meet rehousing goals, working on strategies to quickly secure those units, improving the flow of eligible tenants into housing, and further development and implementation of flexible rent subsidies that will support individuals of the SIP hotels in gaining residential stability upon exiting the program. (“Gift Purpose”).

In no event, will the engagement be focused on other services/topics or utilized in a manner that violates the terms of this MOU.

2. TERM

The term of this MOU is from December 21, 2020, to December 31, 2021.

3. PAYMENT FOR THE ENGAGEMENT

- a) Tipping Point will select the Housing Consultant in conformance with its procurement process in its sole discretion, enter into a contract and pay the Housing Consultant directly.
- b) Upon acceptance of the in-kind services gift from Tipping Point by the San Francisco Board of Supervisors, HSH will work in good faith with the Housing Consultant to effectuate the Gift Purpose.
- c) Tipping Point will not be liable for additional expenses beyond the scope of work and/or timeframe agreed to between Tipping Point and the Housing Consultant.

4. ROLES AND RESPONSIBILITIES OF PARTIES

- a) Tipping Point will act as the Contract Manager for these services and HSH will designate a point of contact to act as the Program Manager and liaison to the department.
- b) As the Contract Manager, Tipping Point will select the Housing Consultant in conformance with its procurement process in its sole discretion.
- c) As the Program Manager, HSH will work closely with the selected Housing Consultant to set and track benchmarks.
- d) All progress reporting and final products will be shared by the Housing Consultant with Tipping Point and HSH leadership.

5. REPORTING

Tipping Point will comply with San Francisco Administrative Code (the San Francisco Sunshine Ordinance) Section 67.29-6 by reporting to HSH the following information concerning all gifts valued at over \$100 made to Tipping Point for the benefit of HSH: the name of the donor; the amount of the donation; and a statement as to any financial interest the donor has involving the City.

6. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF TIPPING POINT'S NAME AND LOGO

Tipping Point may include information about the Gift and HSH in its periodic reports and may make information about the Gift and HSH public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Tipping Point and HSH agree that HSH may include Tipping Point's name on lists of HSH's partners and/or supporters, and that in each instance in which HSH discloses Tipping Point's name, it shall refer to Tipping Point as "Tipping Point Community," and not by any other name or variation of that name. HSH shall not use Tipping Point's name, logo, trademark or otherwise refer to Tipping Point in any capacity including but not limited to press releases and other reports, without the prior written consent of Tipping Point.

7. POLICY OF NON-DISCRIMINATION

Tipping Point is making the Gift on the condition that HSH has a written anti-discrimination policy in effect and does not discriminate against people seeking either services or employment based on race, sex, religious creed, color, ancestry, age, sexual orientation, gender, national origin, physical disability, mental disability, medical condition or marital status (the "Anti-discrimination Policy"). In the event that the Anti-discrimination Policy is not in effect and enforceable by law at the time of execution of the Agreement or at any time during the Initial Term or the Extension, if applicable, the Agreement shall be deemed null and void and HSH will be required to remit any portion of the outstanding services to Tipping Point within 60 days.

8. NOTIFICATIONS

HSH agrees to notify Tipping Point in writing within two days of any significant changes in HSH's operations, organizational leadership, customary expenditures and any other developments that significantly impact HSH's programs and operations.

Tipping Point agrees to notify HSH in writing within 10 days if the contract between Tipping Point and the Housing Consultant terminates for any reason before the conclusion of the Gift Purpose.

9. MISCELLANEOUS

The MOU constitutes the entire agreement between Tipping Point and HSH and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The MOU may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The MOU and all disputes or controversies arising out of or relating to the MOU or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California. Neither the MOU nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the MOU will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the MOU is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The MOU may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Tipping Point Community and HSH have caused the MOU to be executed as of the date first written above by their authorized signatories.

Department of Homelessness and Supportive Housing

DocuSigned by:
Abigail Stewart-Kahn
By: E3BD6DD85B9945E...
Abigail Stewart-Kahn
Interim Director

Address for Notices:
City and County of San Francisco
Department of Homelessness and Supportive Housing
440 Turk Street
San Francisco, CA 94102

Tipping Point Community

DocuSigned by:
Elizabeth Bender
By: 423FE151F62C42C...
Liz Bender
COO

Address for Notices:
220 Montgomery Street, Suite 850
San Francisco, CA 94104

Approved as to Form
Dennis J. Herrera
City Attorney

DocuSigned by:
Virginia Dario Elizondo
By: F013CEBE5B1B482...
Virginia Dario Elizondo
Deputy City Attorney

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dylan Schneider, Manager of Policy and Legislative Affairs,
Department of Homelessness and Supportive Housing

DATE: March 16, 2020

SUBJECT: Accept in-kind gift for strategic and operational housing consultant services from Tipping Point Community

GRANT TITLE: Accept In-Kind Gift – Retroactive – Tipping Point Community – Strategic and Operational Housing Consultant Services- in a value not to exceed \$125,000

Attached please find the original* and 1 copy of each of the following:

Proposed grant resolution; original* signed by Department, Mayor, Controller

Grant information form, including disability checklist

n/a Grant budget - **This in-kind gift does not have a budget portion**

n/a Grant Application

Grant award letter from funding agency- **MOU between HSH and Tipping Point Community**

n/a Ethics Form 126 (if applicable)

n/a Contracts, Leases/Agreements (if applicable)

Other (Explain):

Special Timeline Requirements:

Please schedule at earliest available date.

Departmental representative to receive a copy of the adopted resolution:

Name: Dylan Schneider

Phone: 628.652.7742

Interoffice Mail Address: PO Box 427400, San Francisco CA. 94142-7400

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

From: [Peacock, Rebecca \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Kittler, Sophia \(MYR\)](#); [Schneider, Dylan \(HOM\)](#); [Miller, Bryn \(HOM\)](#); [Sawyer, Amy \(MYR\)](#); [Patil, Lillian \(MYR\)](#)
Subject: Mayor -- [Resolution] -- [Accept In-Kind Gift – Retroactive - Tipping Point Community - Strategic and Operational Housing Consultant Services– in a value not to exceed \$125,000]
Date: Tuesday, March 23, 2021 4:12:23 PM
Attachments: [\(1\) A&E_HSH_Tipping Point Community Gift.zip](#)

Attached for introduction to the Board of Supervisors is an **resolution retroactively authorizing the Department of Homelessness and Supportive Housing (“HSH”) to accept an in-kind gift for strategic and operational housing consultant services related to the HSH’s Shelter in Place (“SIP”) Hotel Rehousing Proposal in a value not to exceed \$125,000 from Tipping Point Community.**

Please let me know if you have any questions.

Rebecca Peacock ([they/them](#))
(415) 554-6982 | Rebecca.Peacock@sfgov.org
Office of Mayor London N. Breed
City & County of San Francisco