

File No. 211306

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date January 5, 2022

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
- Resolution
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- Legislative Digest
- Budget and Legislative Analyst Report
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- Introduction Form
- Department/Agency Cover Letter and/or Report
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OTHER (Use back side if additional space is needed)

- CEQA Determination - Planning Memo - 12/7/21
- General Plan Referral - 12/21/21
- _____
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Completed by: Brent Jalipa Date December 29, 2021

Completed by: Brent Jalipa Date _____

1 [Grant Agreement - Urban Alchemy - Emergency Shelter - Not to Exceed \$18,736,820]

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Resolution approving a grant agreement between Urban Alchemy and the Department of Homelessness and Supportive Housing for emergency shelter operations and support services serving approximately 250 adults experiencing homelessness at the property located at 711 Post Street, for a total term of February 1, 2022, through June 30, 2024, for a total not to exceed amount of \$18,736,820 pursuant to Charter, Section 9.118(b); affirming the Planning Department’s determination under the California Environmental Quality Act; and making findings of consistency with General Plan, and the eight priority policies of Planning Code, Section 101.1.

WHEREAS, The Department of Homelessness and Supportive Housing's ("HSH") mission is to prevent homelessness when possible and to make homelessness a rare, brief, and one-time experience in San Francisco through the provision of coordinated, compassionate, and high-quality services; and

WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the Board of Supervisors and Mayor Breed declared a shelter crisis and affirmed San Francisco's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those experiencing homelessness; and

WHEREAS, According to the 2019 Point in Time Count, there were approximately 8,000 people experiencing homelessness in San Francisco, 64% of whom were unsheltered; and

WHEREAS, As part of the Mayor's Homelessness Recovery Plan that was announced in June 2020, the City is committed to expanding shelter services, specifically

1 semi and non-congregate shelter options to build off the success of the Shelter-in-Place
2 Hotel Program; and

3 WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross
4 Receipts Tax for Homelessness Services) (“Prop C”), passed by San Francisco voters in
5 November 2018, to fund the Our City, Our Home (“OCOH”) Fund, in order to expand and
6 be complementary to existing funding and strategic efforts to prevent and end
7 homelessness for San Francisco residents, including shelter programming; and

8 WHEREAS, The non-profit provider Urban Alchemy has extensive experience in
9 operating various shelter program models including Shelter-in-Place Hotels, Safe Sleep
10 and Vehicle Triage Centers and has operated a successful community ambassador
11 program in some of most impacted neighborhoods in the City; and

12 WHEREAS, Urban Alchemy will lease a building at 711 Post (“the Property”) which
13 includes 123 units with a mix of rooms ranging from singles to quad units, bathrooms and
14 showers on each floor, community lounges, lobby and front desk, elevator, office space,
15 basement and storage, and a commercial kitchen and dining space; and

16 WHEREAS, This grant agreement with Urban Alchemy offers a unique opportunity
17 to open a new semi-congregate shelter that would initially serve approximately 250 adults
18 experiencing homelessness with 24/7 onsite support services; and

19 WHEREAS, Urban Alchemy will provide guests at the program with a variety of
20 shelter support services including: intake and orientation; connection to HSH’s Coordinated
21 Entry Adult Access Points to engage in Problem Solving and Coordinated Entry
22 assessments; and referrals and coordination to other services including benefits advocacy
23 and assistance, mental health, behavioral health and treatment, in-home support services,
24 employment and job-related services, document readiness support and organized onsite
25 activities; and

1 WHEREAS, The City and Urban Alchemy are committed to being good neighbors
2 and, in addition to a Good Neighbor Policy, the contract includes dedicated Urban Alchemy
3 staff that will provide ambassador services in the area; and

4 WHEREAS, The Department of Building Inspection reviewed this semi-congregate
5 shelter program at 711 Post Street under the expedited procedures authorized in
6 Ordinance No. 60-19; and

7 WHEREAS, The Planning Department, by letter dated December 7, 2021,
8 (“Planning Letter”) found that the proposed temporary shelter program at the Property is
9 not subject to the California Environmental Quality Act (“CEQA”) under the terms of recent
10 changes to California law set forth in Assembly Bill 101, California Government Code,
11 Sections 65660 - 56668, and a copy of said Planning Letter is on file with the Clerk of the
12 Board in File No. 211306; and

13 WHEREAS, The Planning Department, by letter dated December 21, 2021,
14 (“General Plan Findings Letter”) found that the proposed temporary shelter program at the
15 Property is consistent with the General Plan and the eight priority policies of Planning
16 Code, Section 101.1 (“General Plan Findings”), and a copy of said General Plan Findings
17 Letter is on file with the Clerk of the Board in File No. 211306; and

18 WHEREAS, This grant agreement requires Board of Supervisors approval under
19 Section 9.118(b) of the San Francisco Charter; now, therefore, be it

20 RESOLVED, That the Board of Supervisors hereby approves the original grant
21 agreement with Urban Alchemy from February 1, 2022, through June 30, 2024, in the total not
22 to exceed amount of \$18,736,820; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of
24 Homelessness and Supportive Housing to enter into any amendments or modifications to the
25 grant, prior to its final execution by all parties, that the Department determines, in consultation

1 with the City Attorney, are in the best interest of the City, do not otherwise materially increase
2 the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes
3 of the grant, and are in compliance with all applicable laws; and, be it

4 FURTHER RESOLVED, The Board of Supervisors affirms the Planning Department’s
5 CEQA Determination and General Plan Findings, for the same reasons as set forth in the
6 Planning Letter and General Plan Findings Letter, and hereby incorporates such findings by
7 reference as though fully set forth in this Resolution; and, be it

8 FURTHER RESOLVED, That within 30 days of the grant being executed by all parties,
9 the Department of Homelessness and Supportive Housing shall submit to the Clerk of the
10 Board of Supervisors a completely executed copy for inclusion File No. 211306.

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15 RECOMMENDED:
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18 /s/
19 Shireen McSpadden
20 Homelessness and Supportive Housing
21 Executive Director
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Item 9 File 21-1306	Department: Homelessness and Supportive Housing (HSH)
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve a grant agreement between the City and Urban Alchemy to operate a semi-congregate shelter at 711 Post Street, for a total term of February 1, 2022 through June 30, 2024, and for a total not-to-exceed amount of \$18,736,820.

Key Points

- According to HSH, the Department plans issue a Request for Proposals for temporary shelter providers in FY 2022-23 and current temporary shelter agreements are therefore being set through June 2024.
- Under the proposed grant agreement, Urban Alchemy would provide semi-congregate shelter operations and support services at the 123-unit Ansonia Hotel at 711 Post Street to approximately 250 single adults. Urban Alchemy will execute a lease with 711 Post LLC for use of the property as a temporary shelter, the cost of which is funded by the proposed grant agreement.

Fiscal Impact

- The total not to exceed amount of the proposed grant is \$18.7 million, including a \$3.5 million contingency. The annualized cost of the program is \$6.3 million, not including the contingency.
- FY 2021-22 operating expenses of \$2.6 million, which start in February 2022, are funded by Proposition C. The funding sources for the remaining \$12.6 million in budgeted operating expenses have not been identified and will be determined in the next annual appropriation process.

Policy Consideration

- HSH is working to open 2,100 total adult and transitional age youth shelter beds by June 30, 2022. This goal includes the addition of new beds and re-opening of beds that were closed during the pandemic. According to HSH, the Department has opened 1,075 congregate and semi-congregate shelter beds. The proposed 250 beds at 711 Post are part of the pipeline of 2,100 shelter beds HSH is working to open.
- The proposed \$3.5 million contingency is 23 percent of budgeted expenditures and higher than contingency of other HSH service contracts, which typically range from 8 percent to 12 percent. According to HSH, the relatively high contingency amount is to allow for increased capacity of up to 318 total beds in the final year of the grant agreement, if feasible, given the state of the pandemic.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Chapter 21B of the Administrative Code authorizes the Department of Homelessness and Supportive Housing (HSH) to enter into and amend contracts for homeless services without competitive bidding. This waiver is valid until March 2024, or until the Point In Time (PIT) count is at 5,350.¹ In accordance with Chapter 21B, HSH awarded the proposed contract with Urban Alchemy to operate a semi-congregate shelter at 711 Post Street without a competitive solicitation.

Urban Alchemy is a San Francisco-based non-profit founded in 2018. As of December 30, 2021, Urban Alchemy currently operates under five other HSH contracts serving adults experiencing homelessness in the City: Services at Shelter in Place Hotel Site 5, Safe Sleep at Fulton, Safe Sleep at 33 Gough, Safe Sleep at 180 Jones, and a Vehicle Triage Center on Carrol Street. All five contracts are under the \$10 million threshold that would require Board of Supervisors approval. HSH reports that Urban Alchemy has been successful in operating all contracts and furthermore, is able to begin services at the new 711 Post St. location in a timely manner.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a grant agreement between the City and Urban Alchemy to operate a semi-congregate shelter for approximately 250 adults experiencing homelessness at 711 Post Street, for a total term of February 1, 2022 through June 30, 2024, and for a total not-to-exceed amount of \$18,736,820. The proposed not-to-exceed amount includes a contingency of 23 percent, or \$3,503,633. The proposed resolution would also affirm the Planning Department's determination that the temporary shelter operation is not subject to the California Environmental Quality Act (CEQA) and is consistent with the City's General Plan and policy priorities of Planning Code Section 101.1.²

¹ The 5,350 threshold figure below the most recent 2019 point in time count of 8,035. The point in time count is regularly conducted every two years, but the 2021 effort did not occur due to COVID. The next full count is anticipated for 2022, with figures expected to be available in June 2022.

² According to the Planning Department, under Assembly Bill 101, the proposed shelter at 711 Post Street does not require environmental review under California Environmental Quality Act (CEQA) because it meets the use by right criteria of being a low barrier navigation center located in a mixed-use zoning area.

Services Provided

Under the proposed grant agreement, Urban Alchemy would provide semi-congregate shelter operations and support services at the 123-unit Ansonia Hotel at 711 Post Street to approximately 250 single adults. Guests must be referred to the program by the City-approved shelter referral systems and processes. Under the agreement, the number of guests served may vary to account for COVID-19 social distancing protocol. Urban Alchemy would provide onsite shelter operations and support services, and obtain and manage other vendors for laundry, meals, and internet.

The program is part of HSH's emergency response to both street homelessness and COVID-19 to quickly open additional non-congregate/semi-congregate shelter beds while congregate shelter is at lower COVID-19 capacity, and as an alternative to outside Safe Sleep sites during the colder months. (See Policy Consideration below)

Reporting Requirements

According to Appendix A of the proposed grant agreement, Urban Alchemy is to provide monthly Shelter Community Meetings (at least 60 percent of guests are to attend), a quarterly resident survey (at least 50 percent of guests are to complete the survey and 75 percent of those shall rate the services as good or excellent), and a complaints process for residents, provide intake and orientation to all guests, turnover beds within 24 hours, refer all guests to employment benefits and other eligible services, and offer assessment for other HSH services (Problem Solving & Coordinated Entry) within one-week of placement

Urban Alchemy is to use various City data systems to maintain current and former guest lists and their relevant associated information, including the ONE (Online Navigation and Entry) System and RTZ, which are systems that record client information through the system of care.

Program Monitoring

HSH will review supporting documentation from Urban Alchemy including monthly and annual invoice review, program monitoring and fiscal and compliance monitoring, and tracking alignment with the aforementioned service objectives.

FISCAL IMPACT

Exhibit 1 below summarizes the sources and uses of the proposed contract spending.

Exhibit 1: Sources and Uses of Proposed Grant Program Funding

Sources	Amount
Proposition C	\$2,638,981
Other Revenues	12,594,207
Total Sources	\$15,233,188
Uses	
Salary & Benefits	\$7,611,320
Operating Expenses	1,346,409
Subtotal, Operating Expenses	\$8,957,729
Indirect Cost (15%)	1,343,659
Lease and Other Expenses	4,918,800
Capital Expenditures	13,000
Total Uses	\$15,233,188
Contingency (23%)	\$3,503,633
Total Not To Exceed	\$18,736,820

Source: HSH

Note: Operating Expenses include Utilities, Office Supplies, Building Maintenance Supplies and Repair, Insurance, Staff Training, Client Supplies, Internet, and Uniforms. Other Expenses include Rental of Property and subcontracted Laundry Services. "Other Revenues" refers to funding sources that have not yet been determined.

As shown above, the proposed grant would provide \$15,233,188 of funding to the emergency shelter at 711 Post Street from February 1, 2022 through June 30, 2024, a term of two years and five months. According to HSH, the Department plans issue a Request for Proposals for temporary shelter providers in FY 2022-23 and current temporary shelter agreements are therefore being set through June 2024.

FY 2021-22 expenses from February 1, 2022 through June 30, 2022 are covered by Proposition C, the Gross Receipts Tax for Homelessness Services.³ The funding sources for the remaining two years of operations have not been identified and will be determined in the next annual appropriation process.

The annualized cost of the proposed temporary shelter is \$6.3 million, not including the contingency amount.

Rental of Property

711 Post Street was formerly run as a youth hostel but is no longer active. No tenants remain at the site and the property is vacant. The property owner is "711 Post LLC." Under the proposed grant agreement, Urban Alchemy will execute a lease with 711 Post LLC for use of the property as a temporary shelter. HSH reports that having the operator hold the lease allows for the

³ According to HSH, current years costs are sourced specifically from the Proposition C Safe Sleep budget, reallocated from the expected winddown one of the Safe Sleep sites closing in early 2022.

operator to provide building maintenance and facilities support and pay rent directly with the property owner. This also allows for direct communication between the operator and building owner when issues arise with the property so they can be immediately addressed. The proposed grant agreement provides for maintenance and facilities management staff.

According to the grant agreement, Urban Alchemy's lease for 711 Post Street has annual lease cost of \$1,976,400 (approximately \$53.74 per square foot for 36,780 square feet). According to HSH, the cost is based on \$1,400 per month for 48 rooms with private bathrooms and \$1,300 per month for 75 rooms without bathrooms. The City did not attempt to purchase the building, however, according to HSH staff, the lease agreement provides the City a First Right of Offer to Purchase.

Payment for Services

Urban Alchemy will submit invoices and supporting documentation to HSH on a monthly basis and be reimbursed only for actual costs incurred.

Program Cost

The annual cost of the proposed grant agreement is \$6.3 million for 250 beds, or approximately \$69 per bed per night, not including meals. Based on other reporting, this is less than the cost of a Safe Sleeping site (\$190 per night, as shown in our report for File 20-1187), a Vehicle Triage parking spot (\$105 per night, per the February 2021 Controller's Office Vehicle Triage Center Evaluation), and a Navigation Center bed (\$87 per night, based on information in our report for File 19-0418).

POLICY CONSIDERATION

Shelter System

As part of the Mayor's Homelessness Recovery Plan, HSH is working to open 2,100 total adult and transitional age youth shelter beds by June 30, 2022. This goal includes the addition of new beds and re-opening of shelter and navigation center beds that were closed during the pandemic. According to HSH data, the Department has opened 1,075 congregate and semi-congregate shelter beds. The 250 beds at 711 Post are part of the pipeline of 2,100 shelter beds HSH is working to open or reopen.

Contingency

As shown above, the proposed grant budget includes a \$3.5 million or 23 percent contingency, which is higher than the contingencies in other HSH services contracts, which typically range for 8 percent to 12 percent. According to HSH, the relatively high contingency amount is to allow for increased capacity of up to 318 total beds in the final year of the grant agreement, if feasible, given the state of the pandemic.

RECOMMENDATION

Approve the proposed resolution.

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
URBAN ALCHEMY**

THIS GRANT AGREEMENT (“Agreement”) is made as of **February 1, 2022**, in the City and County of San Francisco, State of California, by and between **URBAN ALCHEMY** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan; and summarized briefly as follows: Semi-Congregate Shelter; and

WHEREAS, Ordinance No. 61-19 authorizes the Department to enter into grants and contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [\[Insert Resolution Number\]](#) on [\[Insert Date of Commission or Board Action\]](#); and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “Application Documents” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or

supplements to any of the foregoing approved in writing by City.

- (c) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) "Charter" shall mean the Charter of City.
- (e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) "Controller" shall mean the Controller of City.
- (g) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) "Event of Default" shall have the meaning set forth in Section 11.1.
- (i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) "Funding Request" shall have the meaning set forth in Section 5.3(a).
- (l) "Grant" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or

unfounded, of whatsoever kind and nature.

- (q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance

authorization.

- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.**
- (a) The term of this Agreement shall commence on **February 1, 2022** and expire on

June 30, 2024, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other

persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third

parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Eighteen Million Seven Hundred Thirty Six Thousand Eight Hundred Twenty Dollars (\$18,736,820)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Five Hundred Three Thousand Six Hundred Thirty Three Dollars (\$3,503,633)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall

obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 Reserved. (State or Federal Funds).

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS**

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at

any time during the term of this Agreement.

- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- 6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d)

conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

- 6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
 - (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
 - (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- 7.3 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement.

Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- 8.4 Conflict of Interest.**
- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
 - (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For

purposes of this subsection, “immediate family” shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interest in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- 8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- 8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

- 9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or

potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;

policy must include Abuse and Molestation coverage.

- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

- (a) Name as Additional Insured City and its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property,

(ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

- 11.4 Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such

projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting.** If Appendix B, Budget, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix B, Budget, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

- 15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Urban Alchemy
72 6th Street
San Francisco, CA, 94103
Attn: Lena Miller
lenam@urban-alchemy.us

Any notice of default must be sent by registered mail.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act

and the rules and regulations promulgated thereunder.

- 16.6 Resource Conservation; Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- 16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
- 16.8 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.
- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee

certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Reserved. (Working with Minors).

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Contractor’s or subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the

application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

(a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) **Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data. Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation

and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

16.22 Additional Provisions for Shelter and Resource Center Grants – Standard of Care.

(a) As required by Administrative Code Sec. 20.404, Grantee agrees to:

- (1) Treat all shelter clients equally, with respect and dignity;
- (2) Provide shelter services in an environment that is safe and free of physical violence by ensuring that safety protocols are in place that include training to shelter staff regarding de-escalation techniques;
- (3) Provide soap, paper towels or hand towels, hand sanitizers, and at least one bath-size (24” × 48”) towel to shelter clients and staff in each bathroom: if hand dryers are currently installed they shall be maintained in proper working condition; in addition, shelters shall provide toilet paper in each bathroom stall and hire janitorial staff to clean the shelters on a daily basis;
- (4) Provide feminine hygiene and incontinence supplies upon request;
- (5) Comply with current City policy set forth in the San Francisco Environment Code, including the requirements set forth in Chapter 3 (the Integrated Pest Management Code) and Chapter 2 (the Environmentally Preferable Purchasing Ordinance) to ensure that shelter operators use products that are least harmful to shelter clients, staff, and the environment;
- (6) Ensure that first aid kits, CPR masks, and disposable gloves are available to staff at all times and make Automatic External Defibrillators (AED) available to staff in compliance with all regulatory requirements of state and local law relating to the use and maintenance of AEDs;
- (7) Supply shelter clients with fresh cold or room temperature drinking water at all times during normal operating hours;

- (8) Provide shelter services in compliance with the Americans with Disabilities Act (ADA), including but not limited to:
 - A. Appropriate and secure storage of medication;
 - B. The provision of accessible sleeping, bathing and toileting facilities in previously designated ADA compliant shelters. Sleeping areas designated as accessible shall comply with federal and state law requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor. In consultation with the contracting City department, and based on a history of previous usage, shelter operators shall designate an adequate number of accessible sleeping units to meet the needs of shelter clients requiring such facilities due to a mobility disability; and
 - C. Reasonable modifications to shelter policies, practices, and procedures.
- (9) Engage a nutritionist, who shall develop all meal plans, including meal plans for children and pregnant women and post menus on a daily basis;
- (10) Make dietary modifications to accommodate requests from clients based on religious beliefs and practices, health, or disability reasons;
- (11) Provide a smoke-free environment for all shelter clients and prohibit smoking within 20 feet of a children's play area;
- (12) Provide shelter clients with one clean blanket, two clean sheets, and one pillow enclosed in a plastic or vinyl sleeve with a clean pillowcase; sheets shall be cleaned at least once per week and upon client turnover;
- (13) Make the shelter facility available to shelter clients for sleeping at least 8 hours per night;
- (14) Provide daytime access to beds in all 24-hour shelters;
- (15) Provide shelter clients with pest-free, secure property storage inside each shelter. Shelter staff shall provide closable plastic bags to clients for storage purposes. If storage inside a shelter is unavailable, the shelter operator may provide free, pest-free storage off-site as long as the off-site storage is available to the shelter client up until the time of evening bed check;
- (16) Provide shelter clients with access to electricity for charging their cell phones and other durable medical equipment for clients with disabilities;
- (17) Note in writing and post in a common area in the shelter when a maintenance problem will be repaired and note the status of the repair;
- (18) Provide access to free local calls during non-sleeping hours, including TTY access and amplified phones for clients who are deaf or hearing-impaired;
- (19) Provide a minimum of 22 inches between the sides of sleeping units, excluding designated ADA-accessible sleeping units and sleeping units separated by a wall:

- (20) Provide all printed materials produced by the City and shelters in English and Spanish and other languages upon request and ensure that all written communications are provided to clients with sensory disabilities in alternate formats such as large print, Braille, etc. upon request;
- (21) Communicate with each client in the client's primary language or provide professional translation services, including but not limited to American Sign Language interpretation; however, children or other clients may be asked to translate in emergency situations;
- (22) Provide at least one front line staff at each site that is bilingual in English and Spanish;
- (23) Ensure that each shelter has an emergency disaster plan that requires drills on a monthly basis and that, in consultation with the Mayor's Office on Disability, includes specific evacuation devices and procedures for people with disabilities;
- (24) Locate an alternative sleeping unit for a client who has been immediately denied shelter services after 5:00 p.m., unless the denial of service was for acts or threats of violence;
- (25) Require all shelter staff to wear a badge that identifies the staff person by name and position;
- (26) Ensure that all clients receive appropriate and ADA-compliant transportation services, to attend medical appointments, permanent housing appointments, substance abuse treatment, job-search appointments and job interviews, mental health services, and shelter services;
- (27) Provide public notification at least 24 hours in advance of on-site, community meetings;
- (28) Provide clients with access to free laundry services with hot water and a dryer that reaches a temperature between 120-130 degrees Fahrenheit, on or off site;
- (29) To the extent not inconsistent with Proposition N. passed by the voters on November 5, 2002, ensure that all single adult shelter reservations be for a minimum of 7 nights;
- (30) Comply with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal-OSHA) General Industry Safety Orders regarding Bloodborne Pathogens (8 CCR 5193) and its Injury and Illness Prevention Program (8 CCR 3203), including but not limited to applicable requirements regarding personal protective equipment, universal precautions, and the development of an exposure control plan, as defined therein, and
- (31) In consultation with the San Francisco Department of Public Health, provide annual all-staff mandatory trainings, appropriate for each shelter position, that address Cal-OSHA regulatory requirements listed in subsection (30), above, as well as the following topics:

- A. Hand washing requirements and other communicable disease prevention;
- B. Proper food handling and storage;
- C. Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements;
- D. Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse;
- E. Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse;
- F. On-the-job burn-out prevention;
- G. Requirements under the ADA;
- H. Policies and procedures explained in shelter training manuals; and
- I. Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.

(b) In addition, Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided below;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions as set forth in this section;
- (3) That the contractor's commitment to comply with the contractual obligations of Admin Code Section 20.404 is a material element of the City's consideration for this Agreement; that the failure of the contractor to comply with such obligations will cause harm to the City and the public that is significant and substantial but extremely difficult to quantify; and that the assessment of liquidated damages of up to \$1.250 made pursuant to the liquidated damages schedule referred to in section 20.406(b)(1) for every unmitigated failure to comply with such obligations is a reasonable amount of damages to redress the harm to the City caused by such obligations;
- (4) That the failure of contractor to comply with contract provisions that this Article requires may result in debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (5) That in the event the City brings a civil action to recover liquidated damages for breach of a contract provision required by this Article and prevails, the contractor shall be liable for the City's costs and reasonable attorney's fees.

16.23 Reserved. (Additional Requirements for Federally-Funded Awards).

**ARTICLE 17
MISCELLANEOUS**

- 17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:
- Appendix A, Services to be Provided
Appendix B, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Contracts
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery

and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure.

(a) The City Nonprofit Contracting Task Force submitted its final report to the Board of

Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.
- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
 - (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
 - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should

describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided must be approved by the Department.

17.15 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

URBAN ALCHEMY

By: _____
Shireen McSpadden
Executive Director

By: _____
Lena Miller
Chief Executive Officer
City Supplier Number: 0000040596

Approved as to Form:

By: _____
Virginia Dario Elizondo
Deputy City Attorney

Appendix A, Services to be Provided
by
Urban Alchemy
711 Post (Ansonia Hotel)

I. Purpose of Grant

The purpose of the grant is to provide emergency shelter operations and support services to the served population.

II. Served Population

Grantee shall serve single adults, 18 years old and older, who are experiencing homelessness and do not have a fixed, regular, or adequate nighttime residence.

III. Referral and Prioritization

Grantee shall provide services to individuals who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and are referred to the program by the City-approved referral systems and processes.

IV. Description of Services

A. Shelter Operations: Grantee shall operate the shelter to serve the number of guests listed in the Appendix B, Budget. The City may require Grantee to serve fewer guests to maintain the health and safety of guests in accordance with City requirements. In the future, the City may request that Grantee serve additional guests to maximize capacity at the site.

Grantee shall adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health emergencies or other emergency situations.

1. Facility Maintenance: Grantee shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes. Grantee shall coordinate with the City for reporting and tracking of maintenance issues.
2. Vendor Services: Grantee shall obtain and manage vendors for essential site services including, but not limited to, Recology, laundry, meals, and internet (WiFi).
3. Reservations: Grantee shall accept and facilitate reservations, in accordance with the City-approved policies and procedures within the noted program hours of operation.
4. Accommodations: Grantee shall provide clean bedding according to the Shelter Standards of Care.

¹ Including, but not limited to Shelter Standards of Care, as applicable:
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sanc=JD_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sanc=JD_20.404).

5. Meals: Grantee shall coordinate and sign a Memorandum of Understanding (MOU) with the City-identified and funded meal provider to facilitate ordering, receipt, and tracking meal use by guests.
 6. Storage: Grantee shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility.
 7. Entry and Exit: Grantee shall monitor guest entry and exit through guest records.
 8. Laundry: Grantee shall provide laundry services for bedding and towels at least weekly, and with each turn-over of the guest assigned to a specific bed.
 9. Safety and De-Escalation: Grantee shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Grantee and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
 - a. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 - b. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 - c. Regular patrol of the site and surrounding program area, including street frontage on both side of Post, to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 - d. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 - e. Assistance with conflict de-escalation and crisis management.
 10. Critical Incident Reports: Grantee shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, anytime emergency response is called to the site, a guest or staff person is seriously injured on or near the site, a guest is transported to the hospital, any incident that results in the immediate exit of a guest from the program, overdose/use of Narcan, and damage to the site that results in one or more guests having to be relocated.
- B. Guest Referral and Intake Services: Grantee shall use the City approved system and methods to provide daily updates to the guest roster and number of available beds. Only individuals referred via the City approved referral protocols will be placed into an available bed at the site. Grantee shall intake, register and update the City approved database or guest tracking system throughout each individual guest's stay at the program.

- C. Shelter Support Services: Grantee shall provide, at minimum, the following Shelter Support Services and incorporate the harm reduction model philosophy. Support Services shall include, but are not limited, to the following:
1. Intake: Grantee shall engage, inform, and assist guests to complete the program intake process to collect information needed to identify options and link guests to various services for which they may be eligible.
 2. Orientation: Grantee shall provide new guests information and program parameters, including rules, upon entry and weekly orientation group meetings.
 3. Assessment: Grantee shall engage, assist, and support all guests to engage with Access Points regarding Problem Solving and Coordinated Entry assessments.
 4. Referrals and Coordination of Services: Grantee shall work with guests to encourage and support their application for and assessment regarding local benefits, including, but not limited to:
 - a. Benefits Advocacy and Assistance: Grantee shall assist guests to obtain and/or maintain public benefits as appropriate (e.g. County Adult Assistance Program (CAAP), CalWorks, CalFresh, Social Security Income (SSI), Veterans Benefits). Benefit advocates and program representatives may be on site at times. In such cases, Grantee shall support guests to meet with these programs and keep scheduled appointments;
 - b. Mental health, behavioral health and treatment services;
 - c. Supportive programs to support an individual's independence (e.g. In-Home Support Services); and
 - d. Employment and job-related services (e.g. Human Services Agency (HSA), Department of Public Works (DPW) and nonprofits specializing in these services).
 5. Document Readiness: Grantee shall assist guests to become document ready, to obtain needed documentation to support housing options and placement, including, but not limited to uploading/providing the appropriate system with copies of the documents to avoid documents being lost or damaged.
 6. Support Groups, Social Events and Organized Activities: Grantee shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Grantee has approved, who understand and adhere to confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.

V. Location and Time of Services

Grantee shall provide services at 711 Post Street, San Francisco, CA 94109. Grantee shall provide staffing coverage 24 hours a day, seven days per week.

VI. Service Requirements

- A. Lease Agreement: Grantee shall execute and hold a lease agreement with the building owner of 711 Post.
- B. Shelter Expansion:
1. Related to 24/7 operations: At any time when City guidelines and requirements may allow for the site to serve a greater number of guests, changes in the number of active beds will be negotiated regarding program adjustments and timing.
 2. In order to respond to weather or other emergencies HSH reserves the right to negotiate shelter expansion with the addition of mats during time-limited periods of need as identified by HSH. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies. HSH is looking for providers at negotiated sites to be ready to provide expansion within 24 hours' notice, although HSH will attempt to give more advance notice whenever possible.
- C. Staffing and Volunteers:
1. Grantee shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
 2. Grantee shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.
 3. Grantee shall ensure that any volunteers welcomed into the site follow the same guidelines as required of staff as it relates to the roles or projects being handled by the volunteers.
- D. Translation and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to guests and households who primarily speak language(s) other than English.
- E. Record Keeping and Files:
1. Grantee shall maintain confidential guest files guests, active and previously active, and support service usage.
 2. Grantee shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
 3. Grantee shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

F. Meals and Food Safety

Grantee shall meet the following meal-related requirements:

1. Offer guests meals and track usage by guest, as well as overall meal distribution;
2. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
3. Grantee shall ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.

G. Facilities

Grantee shall maintain facilities in full compliance with requirements of the law and local standards¹. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly. Grantee shall ensure that janitorial services shall occur regularly, per shift.

1. Grantee shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
2. Grantee shall develop, maintain, and document their portion of maintenance schedules for the facility and its systems, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
3. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
4. As the fulltime operator on site, the Grantee shall use the designated notice and referral systems to document issues, pending problems and emergencies the Grantee's Facilities Manager and maintenance staff.

H. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:

1. Retain one General Practitioner to actively monitor both sides of Post Street 12 hours per day, seven days per week;
2. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
3. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;

4. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
5. Minimizing the impact on the neighborhood of shelter population waiting to enter the building or in the immediate vicinity of the site;
6. Active discouragement of loitering in the area surrounding the building; and
7. Summon law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operations Center (HSOC), and/or Department of Public Works (DPW), as needed to address safety, cleanliness, and/or encampment issues on the block.

I. Feedback, Complaint and Follow-up Policies

Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:

1. Shelter Community Meetings: Grantee shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Grantee should set up the means to provide feedback at future community meetings or by other means.
2. Complaint Process: Grantee shall provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response.
3. Grantee shall offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, satisfaction and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey in a confidential way if the written format presents any problem.
4. Grantee shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

J. City Communications and Policies

Grantee shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
2. Regular communication to HSH about the implementation of the program as required and upon request;
3. Attendance at HSH meetings and trainings, as required;
4. Attendance at required ADA and access for persons with disabilities trainings;
5. Attendance at the Shelter Monitoring Committee meetings;

6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service² unless Grantee is otherwise dictated by City emergency requirements;
 7. Adherence to the City service/companion/support animal policy; and
 8. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the Department of Public Health (DPH).
 9. When applicable, adherence to all State and local COVID safety mandates and guidelines.
- K. Case Conferences: As needed and when the conference involves a current or former guest of the program, Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- L. Admission Policy: Grantee shall follow the HSH approved and provided admission policies for services. These shall be in writing and shared with the public upon request. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies will include a provision that guests are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- N. Data Standards:
1. Grantee shall maintain the current and active guest list, as well as maintaining the records of former clients who are no longer active, in the designated HSH database.
 2. When applicable, records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 3. When applicable, Grantee shall meet City's Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES) data standards and requirements.

² HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

4. When applicable, Grantee shall enter data into RTZ, and/or the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

VII. Service Objectives

Grantee shall achieve the following services objectives:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
- B. Grantee shall provide bed turnover services within 24 hours to 100 percent of beds needing turnover.
- C. A minimum of 50 percent of the guests onsite during the quarterly satisfaction survey distribution period shall complete the survey instrument approved by HSH and a minimum of 75 percent of guests who complete a quarterly satisfaction survey shall rate the treatment of staff, connection to services, and safety as good or excellent.
- D. 60 percent of guests to attend monthly in-house Community Meetings as measured through sign-in sheets.
- E. 100 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. 100 percent of guests shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives:

- A. Grantee shall routinely exceed a 100 percent completion rate for all client data required in RTZ, or other database mandated by City.

IX. Reporting Requirements

Grantee shall input required data, such as when applicable, but not limited to the Online Navigation and Entry (ONE) system, CHANGES, RTZ and CARBON, as directed by the City.

- A. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the CARBON database by the 15th of the following month.
- B. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This should include the Quarterly Satisfaction Survey data. Grantee will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- C. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- D. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- E. Grantee shall adhere to the Department's Critical Incident Report Policy and report critical incidents to the Department using the Critical Incident Report. Examples of critical incidents include death, fire, acts of violence, or any other incident which requires the involvement of emergency services.
- F. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's

administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the ADA, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	12/2/2021		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	2/1/2022	6/30/2024	3
6	Amended Term	2/1/2022	6/30/2024	3
7	FSP Contract ID#	1000023929		
8	Approved Subcontractors			
10	1. Laundry Services - Vendor TBD			
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
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25				

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	12/2/2021											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	2/1/2022	6/30/2024	3									
6	Amended Term	2/1/2022	6/30/2024	3									
7	FSP Contract ID#	1000023929			Year 1	Year 2	Year 3						
8	Service Component				2/1/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024						
10	COVID Capacity of Program - current budget				250								
11	Maximum allowable Non-COVID Capacity of Program - future - 318												
12													
13													
14													
15													
16													
17													
18													

	A	B	C	D	E	F	G	H	I	J	K	L	M	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																
2	APPENDIX B, BUDGET																
3	Document Date	12/2/2021															
4	Contract Term	Begin Date	End Date	Duration (Years)													
5	Current Term	2/1/2022	6/30/2024	3													
6	Amended Term	2/1/2022	6/30/2024	3													
7	Provider Name	Urban Alchemy															
8	Program	711 Post (Ansonia Hotel)															
9	FSP Contract ID#	1000023929															
10	Action (select)	New Agreement															
11	Effective Date	2/1/2022															
12	Budget Name	Prop C - Shelter															
13		Current	New														
14	Term Budget	\$ -	\$ 15,233,187														
15	Contingency	\$ -	\$ 3,503,633	23%													
16	Not-To-Exceed		\$ 18,736,820	Year 1			Year 2			Year 3			All Years				
17		2/1/2022 - 6/30/2022	2/1/2022 - 6/30/2022	2/1/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	2/1/2022 - 6/30/2024	2/1/2022 - 6/30/2024	2/1/2022 - 6/30/2024				
18			New			New			New			New					
19	Expenditures																
20	Salaries & Benefits	\$ -	\$ 1,312,297	\$ 1,312,297	\$ -	\$ 3,149,512	\$ 3,149,512	\$ -	\$ 3,149,512	\$ 3,149,512	\$ -	\$ 7,611,320	\$ 7,611,320				
21	Operating Expense	\$ -	\$ 244,208	\$ 244,208	\$ -	\$ 551,100	\$ 551,100	\$ -	\$ 551,100	\$ 551,100	\$ -	\$ 1,346,408	\$ 1,346,408				
22	Subtotal	\$ -	\$ 1,556,505	\$ 1,556,505	\$ -	\$ 3,700,612	\$ 3,700,612	\$ -	\$ 3,700,612	\$ 3,700,612	\$ -	\$ 8,957,728	\$ 8,957,728				
23	Indirect Percentage	15.00%		15.00%	15.00%		15.00%	15.00%		15.00%							
24	Indirect Cost (Line 22 X Line 23)	\$ -	\$ 233,476	\$ 233,476	\$ -	\$ 555,092	\$ 555,092	\$ -	\$ 555,092	\$ 555,092	\$ -	\$ 1,343,659	\$ 1,343,659				
25	Other Expenses (Not subject to indirect %)	\$ -	\$ 836,000	\$ 836,000	\$ -	\$ 2,041,400	\$ 2,041,400	\$ -	\$ 2,041,400	\$ 2,041,400	\$ -	\$ 4,918,800	\$ 4,918,800				
26	Capital Expenditure	\$ -	\$ 13,000	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000	\$ 13,000				
27	Admin Cost (HUD Agreements Only)	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -						
28	Total Expenditures	\$ -	\$ 2,638,980.58	\$ 2,638,980.58	\$ -	\$ 6,297,103.40	\$ 6,297,103.40	\$ -	\$ 6,297,103.40	\$ 6,297,103.40	\$ -	\$ 15,233,187.38	\$ 15,233,187.38				
29																	
30	HSH Revenues (select)																
31	Prop C		\$ 2,638,981	\$ 2,638,981		\$ -	\$ -		\$ -	\$ -	\$ -	\$ 2,638,981	\$ 2,638,981				
33	Other		\$ -	\$ -	\$ 6,297,103	\$ 6,297,103	\$ 6,297,103	\$ 6,297,103	\$ 6,297,103	\$ 6,297,103	\$ -	\$ 12,594,207	\$ 12,594,207				
34			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
40	Total HSH Revenues	\$ -	\$ 2,638,980.58	\$ 2,638,980.58	\$ -	\$ 6,297,103.40	\$ 6,297,103.40	\$ -	\$ 6,297,103.40	\$ 6,297,103.40	\$ -	\$ 15,233,187.38	\$ 15,233,187.38				
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																
42			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
43			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
44			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
45			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
46			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
48																	
49	Total HSH + Other Revenues	\$ -	\$ 2,638,980.58	\$ 2,638,980.58	\$ -	\$ 6,297,103.40	\$ 6,297,103.40	\$ -	\$ 6,297,103.40	\$ 6,297,103.40	\$ -	\$ 15,233,187.38	\$ 15,233,187.38				
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
52																	
53	Prepared by																
54	Phone																

	A	B	C	D	E	F	G	H	I	J	K	L	M	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
3	Document Date	12/2/2021														
4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	2/1/2022	6/30/2024	3												
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7	Provider Name	Urban Alchemy														
8	Program	711 Post (Ansonia Hotel)														
9	F\$P Contract ID#	1000023929														
10	Action (select)	New Agreement														
11	Effective Date	2/1/2022														
55	Email															

	A	B	C	D	E	F	G	H	I	J	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	OPERATING DETAIL												
3	Document Date	12/2/2021											
4	Provider Name	Urban Alchemy											
5	Program	711 Post (Ansonia Hotel)											
6	FSP Contract ID#	1000023929											
7	Budget Name	Prop C - Shelter											
8													
9		Year 1			Year 2			Year 3			All Years		
10		2/1/2022 - 6/30/2022	2/1/2022 - 6/30/2022	2/1/2022 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	2/1/2022 - 6/30/2024	2/1/2022 - 6/30/2024	2/1/2022 - 6/30/2024
11				New			New			New		Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 91,250	\$ 91,250	\$ 91,250	\$ 219,000	\$ 219,000	\$ 219,000	\$ 219,000	\$ 219,000	\$ 219,000	\$ -	\$ 529,250	\$ 529,250
15	Office Supplies, Postage	\$ 1,250	\$ 1,250	\$ 1,250	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 7,250	\$ 7,250
16	Building Maintenance Supplies and Repair	\$ 62,500	\$ 62,500	\$ 62,500	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	\$ 362,500	\$ 362,500
17	Printing and Reproduction	\$ 250	\$ 250	\$ 250	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ -	\$ 1,450	\$ 1,450
18	Insurance	\$ 41,667	\$ 41,667	\$ 41,667	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 241,667	\$ 241,667
19	Staff Training	\$ 2,500	\$ 2,500	\$ 2,500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 14,500	\$ 14,500
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Client Supplies (hygiene, etc)	\$ 8,333	\$ 8,333	\$ 8,333	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 48,333	\$ 48,333
23	Cable/internet	\$ 5,000	\$ 5,000	\$ 5,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ -	\$ 29,000	\$ 29,000
24	Uniforms	\$ 6,458	\$ 6,458	\$ 6,458	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ -	\$ 37,458	\$ 37,458
25		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	Laundry Services - Vendor name TBD	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 75,000	\$ 75,000
56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68	TOTAL OPERATING EXPENSES	\$ -	\$ 244,208	\$ 244,208	\$ -	\$ 551,100	\$ 551,100	\$ -	\$ 551,100	\$ 551,100	\$ -	\$ 1,346,408	\$ 1,346,408
69													
70	Other Expenses (not subject to indirect cost %)												
71	Rental of Property - Lease Costs	\$ 823,500	\$ 823,500	\$ 823,500	\$ 1,976,400	\$ 1,976,400	\$ 1,976,400	\$ 1,976,400	\$ 1,976,400	\$ 1,976,400	\$ -	\$ 4,776,300	\$ 4,776,300
72	Laundry Services - Subcontractor TBD	\$ 12,500	\$ 12,500	\$ 12,500	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ -	\$ 142,500	\$ 142,500
73		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84	TOTAL OTHER EXPENSES	\$ -	\$ 836,000	\$ 836,000	\$ -	\$ 2,041,400	\$ 2,041,400	\$ -	\$ 2,041,400	\$ 2,041,400	\$ -	\$ 4,918,800	\$ 4,918,800
85													
86	Capital Expenses												
87	Communications/IT	\$ 13,000	\$ 13,000	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000	\$ 13,000
88		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	TOTAL CAPITAL EXPENSES	\$ -	\$ 13,000	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000	\$ 13,000
96													
97	HSH #3											Template last modified	9/1/2021

BUDGET NARRATIVE

Fiscal Year

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

Fiscal Term Start 2/1/2022 Fiscal Term End 6/30/2022

Prop C - Shelter

FY21-22

Salaries & Benefits	Adjusted		Justification	Calculation	Employee Name
	Budgeted FTE	Budgeted Salary			
CEO	0.02	\$ 1,833	Program oversight		
COO	0.03	\$ 2,125	Program oversight		
Director of Partnerships & Contracts	0.03	\$ 1,750	Program oversight and point of contact with HSH		
Operations Manager	0.13	\$ 5,183	Program oversight, training, and compliance		
Operations Specialist	0.13	\$ 4,056	Program support, procurement		
Program Compliance & Data Reporting Ma	0.25	\$ 5,200	Analyst, data, compliance		
Director Care Coordination	0.25	\$ 6,933	25% of Director of Care Coordination who supervises Care Coordinators across Safe Sleep Programs		
Program Director	1.00	\$ 27,733	Director program oversight and training		
Care Coordinator	4.00	\$ 104,000	Case management, care management		
Program Supervisor	2.80	\$ 63,093	Site operations management # shifts / # days per week	\$26/hour	
Program Supervisor - Night Shift	1.40	\$ 32,760	Site operations management - night shift	\$27/hour (\$1 pay differential)	
General Practitioner	18.20	\$ 331,240	General monitoring # of practitioners / # shifts / # days per week	\$21/hour	
Security Practitioner	2.80	\$ 50,960	Operations, gate management # of practitioners / # shifts / # days per week	\$21/hour	
Maintenance Practitioner	5.60	\$ 101,920	Maintenance # of practitioners / # shifts / # days per week	\$21/hour	
General Practitioner - Night Shift	5.60	\$ 106,773	General monitoring - night shift # of practitioners / # shifts / # days per week	\$22/hour (\$1 pay differential)	
Security Practitioner - Night Shift	1.40	\$ 26,693	Operations, gate management - night shift # of practitioners / # shifts / # days per week	\$22/hour (\$1 pay differential)	
Maintenance Practitioner - Night Shift	2.80	\$ 53,387	Maintenance - night shift # of practitioners / x shifts / x days per week	\$22/hour (\$1 pay differential)	
Facilities Manager	1.00	\$ 24,267			
		\$ -			
		\$ -			
		\$ -			
TOTAL	47.44	\$ 949,907			
Employee Fringe Benefits		\$ 362,390	Includes FICA, SSUI, Workers Compensation and Medical calculated at XX% of total salaries.		
Salaries & Benefits Total		\$ 1,312,297			

Operating Expenses	Budgeted Expense	Justification	Calculation
Rental of Property	\$ -		
Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ 91,250		
Office Supplies, Postage	\$ 1,250		
Building Maintenance Supplies and Repair	\$ 62,500		
Printing and Reproduction	\$ 250		
Insurance	\$ 41,667		
Staff Training	\$ 2,500		
Staff Travel-(Local & Out of Town)	\$ -		
Rental of Equipment	\$ -		
Client Supplies (hygiene, etc)	\$ 8,333		
Cable/Internet	\$ 5,000		
Uniforms	\$ 6,458		
	\$ -		
	\$ -		
Consultants	\$ -		
	\$ -		
	\$ -		
	\$ -		
Subcontractors (First \$25k Only)	\$ -		
Laundry Services - Vendor name TBD	\$ 25,000		
	\$ -		
	\$ -		
	\$ -		
TOTAL OPERATING EXPENSES	\$ 244,208		
Indirect Cost	15.0%	\$ 233,476	

Other Expenses (not subject to indirect cost %)	Amount	Justification	Calculation
Rental of Property - Lease Costs	\$ 823,500		
Laundry Services - Subcontractor TBD	\$ 12,500		
	\$ -		
	\$ -		
	\$ -		
TOTAL OTHER EXPENSES	\$ 836,000		

Capital Expenses	Amount	Justification	Calculation
Communications/IT	\$ 13,000		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
TOTAL CAPITAL EXPENSES	\$ 13,000		

Admin Cost (HUD Agreements Only)	Amount	Description	Calculation
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
TOTAL ADMIN EXPENSES	\$ -		
Allowable Admin Cost	\$ -		
Difference	\$ -		

*** Note: Per HUD CoC requirements, Administrative budgets may only be spent on specific HUD-authorized Eligible Costs, which include:**

Category	Description	Examples	Notes
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1) General Management, Oversight, and Coordination	(i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration, including staff who:		In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant.
	A) Prepare and update program budgets and schedules;		
	B) Develop systems for assuring compliance with program requirements;		
	C) Develop agreements with subrecipients and contractors to carry out program activities;		
	D) Monitor program activities for progress and compliance with program requirements;		
	E) Prepare reports and other documents directly related to the program for submission to HUD;		
	F) Coordinate the resolution of audit and monitoring findings;		
	G) Evaluate program results against stated objectives; or		
	H) Manage or supervise persons whose primary responsibilities with regard to the program include these administrative tasks.		
	(ii) Travel costs incurred for monitoring of subrecipients;		
(iii) Administrative Services performed under third-party contracts or agreements			
(iv) Other costs for goods and services required for administration of the program			
2) Training on Continuum of Care Requirements	Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.		
3) Environmental Review	Costs of carrying out the environmental review responsibilities under § 578.31.		

For more information on Eligible Administrative Costs, see Section 578.59 (page 87) of the CoC Program Interim Rule, 24 CFR:
https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf

Appendix C, Method of Payment

- I. **Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in Appendix B, Budget(s) of the Agreement.

- II. **General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
 - A. **Timelines:** Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

Billing Month/Date	Service Begin Date	Service End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

- B. **Invoicing System:**
 1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.

 2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an **ongoing General Fund** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

D. Spend Down

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.

E. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund / Prop C	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

General Fund / Prop C	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000. Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

Once the Agreement is certified, Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and

3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

- IV. **Timely Submission of Reports and Compliance:** If a Grantee has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in HSH withholding of payments.

Appendix D - Interests In Other City Grants

**Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Public Library	September 1, 2021 to August 31, 2024	\$1,500,000.00
Office of Economic and Workforce Development (Subgrantee through MidMarket Foundation)	July 1, 2021 to June 30, 2023	\$4,000,000 (FY 7/1/21-6/30/22 – Not to exceed) \$3,250,000 (FY 7/1/22-6/30/23 – Not to exceed)
Department of Homelessness and Supportive Housing – SIP Site 5	September 1, 2020 to June 30, 2022	\$5,676,542.00
Department of Homelessness and Supportive Housing – Safe Sleep @ 180 Jones	March 1, 2021 to June 30, 2022	\$2,300,300.00
Department of Homelessness and Supportive Housing – Safe Sleeping @ Fulton and @33 Gough	May 13, 2020 to December 31, 2021	\$9,200,000.00



December 7, 2021

Dylan Rose Schneider
Manager of Policy and Legislative Affairs
San Francisco Department of Homelessness and Supportive Housing

Re: Temporary Shelter at 711 Post Street
Planning Department / Environmental Review Officer Concurrence
California Environmental Quality Act (CEQA) Exemption per AB 101

To Whom It May Concern:

This memorandum is in response to correspondence from the Department of Homeless and Supportive Housing requesting Planning Department confirmation that no environmental review is required for the use of the existing building at 711 Post Street as a temporary shelter. The memo will confirm that the temporary shelter at 711 Post Street is not subject to the California Environmental Quality Act (CEQA) under the terms of recent changes to California law set forth in Assembly Bill 101, California Government Code Sections 65660 – 65668 (AB 101).

AB 101 provides that a low barrier navigation center that meets certain criteria and is located in a mixed-use zoning district or a non-residential zone that permits multifamily uses is a use by right and is not subject to CEQA (Government Code Section 65660(b)). A “use by right” is defined in Government Code Section 65583.2(i) to mean that the local government’s review of the use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” for purposes of CEQA.

The zoning designation for this site is RC-4 (Residential-Commercial- High Density). This zoning district Provides for a mixture of high-density Dwellings similar to those in RM-4 Districts with supporting Commercial uses. A homeless shelter that is owned, operated, or leased by the City and County of San Francisco is a principally permitted used in the RC-4 District pursuant to Planning Code Section 209.3.

The correspondence dated December 7, 2021 from the Department of Homeless and Supportive Housing explained how the temporary shelter at 711 Post Street complies with the criteria set forth in AB 101. It meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the temporary shelter at 711 Post Street is not subject to CEQA.



GENERAL PLAN REFERRAL

December 21, 2021

Case No.: 2021-012515GPR
Block/Lot No.: 711 Post Street, 0304; Lot 018
Project Sponsor: Core Hotels LLC, a California limited liability Company
Applicant: Joanne Park – (415)652-7703
Joanne.park@sfgov.org
SF Department of Homelessness and Supportive Housing
440 Turk St, San Francisco, CA 94102

Staff Contact: Trent Greenan (415) 575-9097
trent.greenan@sfgov.org

Recommended By: 
Rich Hillis, Director of Planning

Recommendation: Finding the project, on balance, is **in conformity** with the General Plan

Project Description

The Ansonia Hotel at 711 Post Street is a former youth hostel. It is a five-floor, 18,159 square foot facility with 123 units (70 residential units and 53 tourist rooms). The units are a mix of singles, doubles, triples, and quads which equates to an overall capacity of 318 beds. 48 units have private baths. All floors have shared bathrooms/showers. There is lobby/front desk, basement, community area, commercial kitchen, dining space and laundry facility. An elevator operates at all floors. The SF Department of Homelessness and Supportive Housing (HSH) is requesting City approval to utilize this property as a semi-congregate shelter.

Type of construction: foundation/substructure is concrete, slab-on-grade with concrete perimeter walls and interior footings under a load bearing structure. The facade is brick masonry. The superstructure is conventional wood-framing with steel columns at the sub-basement. The roof is a flat, built-up granular surface.

Environmental Review

The proposed temporary shelter at 711 Post Street complies with the criteria set forth in AB 101. It meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the proposed temporary shelter at 711 Post Street is not subject to CEQA.

General Plan Compliance and Basis for Recommendation

As described below, the use of the former youth hostel as a semi-congregate shelter is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

HOUSING ELEMENT

OBJECTIVE 1

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING

POLICY 1.3

Work proactively to identify and secure opportunity sites for permanently affordable housing.

POLICY 7.5

Encourage the production of affordable housing through process and zoning accommodations, and prioritize affordable housing in the review and approval processes.

The use of the property as a semi-congregate shelter will help meet the city's housing needs.

OBJECTIVE 6

REDUCE HOMELESSNESS AND THE RISK OF HOMELESSNESS

POLICY 6.1 Prioritize permanent housing and service enriched solutions while pursuing both short- and long-term strategies to eliminate homelessness.

The use of the former youth hostel as semi-congregate shelter will reduce homelessness and the risk of short and long-term homelessness. Its proposed use is permitted in RC-4.

Planning Code Section 101 Findings

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The project site does not have retail space and the new use will not have adverse impacts to surrounding

retail.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The Project would not have a negative effect on housing or neighborhood character.

3. That the City's supply of affordable housing be preserved and enhanced;

The project would have no impact on affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The Project would not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The project does not include office space and would protect the industrial and service sectors from displacement. It would have no impact on future opportunities for employment and ownership in these sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The project would not have an adverse effect on City's preparedness against injury and loss of life in an earthquake.

7. That the landmarks and historic buildings be preserved;

The project would not have any adverse impacts to the historic resource. No exterior changes are proposed.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

The project would not have an adverse effect on the City's parks and open space and their access to sunlight and vistas.

Recommendation: Finding the project, on balance, is in conformity with the General Plan



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Shireen McSpadden, Executive Director



London Breed, Mayor

TO: Angela Calvillo
Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlette Place
City Hall, Room 244

FROM: Emily Cohen
Deputy Director, Communications and Legislative Affairs
Department of Homelessness and Supportive Housing

Ms. Calvillo,

This letter serves as notification to the Board of Supervisors that the Department of Homelessness and Supportive Housing ("HSH") intends to use the alternative permitting procedures authorized in Ordinance No. 60-19 for the semi-congregate shelter program at 711 Post Street, San Francisco, CA. 94109. Ordinance No. 60-19 was part of the 2019 shelter crisis packages and was passed unanimously by the Board of Supervisors on April 2, 2019.

HSH plans to use the facility located at 711 Post Street as a low-barrier, semi-congregate shelter to provide emergency shelter and support services for approximately 250 adults experiencing homelessness. Through a grant agreement with HSH, Urban Alchemy, the non-profit service provider of the program will provide 24/7 onsite support services including: intake and orientation, connection to HSH's Coordinated Entry Adult Access Points to engage in Problem Solving and Coordinated Entry Assessments, referrals and coordination to other services including benefits advocacy and assistance, mental health, behavioral health and treatment, in home support services, employment and job related services, document readiness support and organized onsite activities for guests.

Please contact me should you have any questions or concerns.

Sincerely,

Emily Cohen
Deputy Director of Communications and Legislative Affairs
Department of Homelessness and Supportive Housing
Emily.cohen@sfgov.org
Ph: 415-307-3584

Cc: Shireen McSpadden, Executive Director, HSH
Dylan Schneider, Manager of Policy and Legislative Affairs, HSH

440 Turk Street
San Francisco, CA 94102

628.652.7700
hsh.sfgov.org



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 211306

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Bryn Miller	978-460-2875
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Urban Alchemy	TELEPHONE NUMBER (415) 757-0896
STREET ADDRESS (including City, State and Zip Code) 1035 Market Street, San Francisco, CA 94103	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 211306
DESCRIPTION OF AMOUNT OF CONTRACT Not to exceed \$18,736,820		
NATURE OF THE CONTRACT (Please describe) Urban Alchemy will lease and operate a semi-congregate shelter for approximately 250 guests at the property at 711 Post Street.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Whittle	Lola	Board of Directors
2	Baskin	James	Board of Directors
3	Brookter	Dion-Jay	Board of Directors
4	Davis	Darolyn	Board of Directors
5	Miller	Lena	CEO
6	Santiago	JaLynne	CFO
7	wilson	Bayron	COO
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9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Schneider, Dylan \(HOM\)](#); [Miller, Bryn \(HOM\)](#)
Subject: Mayor -- Resolution -- 711 Post
Date: Tuesday, December 14, 2021 4:30:58 PM
Attachments: [Mayor--Resolution--711 Post.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is a Resolution approving a grant agreement between Urban Alchemy and the Department of Homelessness and Supportive Housing for emergency shelter operations and support services serving approximately 250 adults experiencing homelessness at the property located at 711 Post Street, for a total term of February 1, 2022, through June 30, 2024, for a total not to exceed amount of \$18,736,820 pursuant to Charter Section 9.118(b); affirming the Planning Department's determination under the California Environmental Quality Act; and making findings of consistency with General Plan, and the eight priority policies of Planning Code, Section 101.1.

Please let me know if you have any questions.

Sincerely,
Susanna

Susanna Conine-Nakano
Office of Mayor London N. Breed
City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
415-554-6147