

File No. 220158

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 9, 2022

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
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- Budget and Legislative Analyst Report
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- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Brent Jalipa Date March 4, 2022

Completed by: Brent Jalipa Date _____

1 [Accept In-Kind Gift - Retroactive - Tipping Point Community - Strategic and Operational
2 Consulting Services - Value Not to Exceed \$67,500]

3 **Resolution retroactively authorizing the Department of Homelessness and Supportive**
4 **Housing (“HSH”) to accept an in-kind gift for continued strategic and operational**
5 **consulting services related to the HSH’s Shelter-in-Place Winddown and Rehousing**
6 **Process (“SIP Rehousing Process”) in a value not to exceed \$67,500 from Tipping**
7 **Point Community for a term from January 1, 2022, through September 30, 2022.**

8

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

13 WHEREAS, On March 16, 2020, the San Francisco County Health Officer issued Order
14 No. C19-07 requiring individuals to shelter in place to mitigate the community spread of
15 COVID-19; this order has been updated and reissued, most recently, as Safer Return
16 Together No. C19-07y on January 26, 2022; and

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

21 WHEREAS, In July 2020, Mayor London N. Breed announced her Homelessness
22 Recovery Plan which included the commitment to offer stable exits to SIP Hotel Program
23 guests; and

24 WHEREAS, As of January 2022, the SIP Hotel Program has served over 3,700 guests
25 and HSH has placed approximately 915 guests from SIP hotels into housing; and

1 WHEREAS, HSH will continue to winddown the SIP Hotel Program and house guests
2 through the SIP Rehousing Process through September 2022; and

3 WHEREAS, In April 2021, this Board by Resolution No. 164-21, File No. 210310,
4 approved Tipping Point Community's ("TPC") in-kind gift of strategic and operational
5 consulting services to HSH's SIP Rehousing Process in a value not to exceed \$125,000; and

6 WHEREAS, In December 2021, TPC offered an additional in-kind gift in a value not to
7 exceed \$67,500 through September 30, 2022, for continued strategic and operational
8 consulting services related to HSH's SIP Rehousing Process; and

9 WHEREAS, The scope of services for this gift continues to include strategic planning
10 and policy consulting, working with the HSH Executive Director and HSH staff to help further
11 develop, articulate, and implement the City's efforts to substantially reduce homelessness in
12 San Francisco, and support the implementation of the SIP Rehousing Process to effectively
13 transition individuals who have been temporarily housed in SIP Hotels; and

14 WHEREAS, A copy of the amended Memorandum of Understanding (MOU) setting
15 forth the terms of the gift and a copy of the contract setting forth the scope of work between
16 TPC and the consultant, Marc Trotz, is on file with the Clerk of the Board of Supervisors in
17 File No. 220158; and

18 WHEREAS, The gift does not require amendments to the Annual Salary Ordinance;
19 now, therefore, be it

20 RESOLVED, That the Board of Supervisors retroactively approves the in-kind gift and
21 authorizes HSH to accept a gift of in-kind services in the value not to exceed \$67,500 donated
22 by TPC; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors extends its gratitude to TPC for
24 the generous gift to the City and County of San Francisco in support of HSH and the
25 Homelessness Response System.

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Recommended:

_____/s/_____

Shireen McSpadden
Executive Director
Department of Homelessness and
Supportive Housing

Approved: _____/s/_____

Mayor

Approved: _____/s/_____

Controller

File Number: 220158
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

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

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

- 1. Grant Title: Tipping Point Community In-Kind Gift – Strategic and Operational Housing Consultant Services
- 2. Department: Department of Homelessness and Supportive Housing
- 3. Contact Person: Dylan Schneider Telephone: 628.652.7742

- 4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved

5. Amount of Grant Funding Approved or Applied for: not to exceed \$67,500.

- 6. a. Matching Funds Required: n/a
- b. Source(s) of matching funds (if applicable):n/a

- 7. a. Grant Source Agency: Tipping Point Community
- b. Grant Pass-Through Agency (if applicable): n/a

8. Proposed Grant Project Summary: Tipping Point Community (TPC) has offered an additional in-kind gift of \$67,500 through September 30, 2022 for continued strategic and operational consulting services related to the Shelter in Place (SIP) Hotel Winddown and SIP Rehousing.

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

Start-Date: January 1, 2022 End-Date: September 30, 2022

- 10. a. Amount budgeted for contractual services: n/a
- b. Will contractual services be put out to bid? No.
- c. If so, will contract services help to further the goals of the Department’s Local Business Enterprise (LBE) requirements? No.
- d. Is this likely to be a one-time or ongoing request for contracting out? No.

- 11. a. Does the budget include indirect costs?
 Yes No
- b. 1. If yes, how much?
- b. 2. How was the amount calculated?
- c. 1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain): n/a
- c. 2. If no indirect costs are included, what would have been the indirect costs? n/a

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

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor’s Office of Disability)**

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

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

14. The Departmental ADA Coordinator or the Mayor’s Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor’s Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor’s Office of Disability Reviewer:

Scott Walton
(Name)

HSH Manager, Rehousing – Client Engagement
(Title)

Date Reviewed: 1/31/2022

DocuSigned by:
Scott W Walton
74DA038FD3DC468...
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Noelle Simmons
(Name)

Chief Deputy Director
(Title)

Date Reviewed: 1/31/2022

DocuSigned by:
Noelle Simmons
FBAFD0240B6F490...
(Signature Required)



MEMORANDUM OF UNDERSTANDING AMENDMENT

Tipping Point Community (“Tipping Point”) is currently providing a consultant to assist the Department of Homelessness and Supportive Housing (HSH) in developing a strategic plan to reduce homelessness and re-house of individuals temporarily housed in Shelter in Place (SIP) Hotels (“Housing Consultant”) with a value not to exceed \$125,000 (“Gift”) pursuant to the terms outlined, dated as of December 21, 2020 and sunseting December 31, 2021.

This amended MOU, extends the term of this agreement to September 30, 2022, and provides an additional \$67,500 for the Housing Consultant.

As a condition of receiving the Gift, the Parties agree to the following.

1. THE PURPOSE OF THE ENGAGEMENT

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

a) Strategic Plan and Policy: Work with the HSH Executive Director and senior management to help further develop, articulate, and implement the City’s efforts to substantially reduce homelessness in San Francisco. This work will include, but is not limited to, refining immediate and long-term goals, assisting the Executive Director with internal and external communication as needed, and working with stakeholders to ensure that departmental activities are well aligned with community goals and expectations.

b) SIP Winddown and SIP Rehousing Process: Work with HSH senior management and other departmental staff to effectively transition individuals who have been temporarily housed in the SIP Hotels. This work will include, but not be limited to, determining the need for additional scattered site housing in the private market necessary to meet rehousing goals, working on strategies to quickly secure those units, improving the flow of eligible tenants into housing, and further development and implementation of flexible rent subsidies that will support individuals of the SIP hotels in gaining residential stability upon exiting the program. (“Gift Purpose”).

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

2. TERM

The term of this MOU is extended from January 1, 2022, to September 30, 2022.

3. PAYMENT FOR THE ENGAGEMENT

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

4. ROLES AND RESPONSIBILITIES OF PARTIES

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

5. REPORTING

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

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

Tipping Point may include information about the Gift and HSH in its periodic reports and may make information about the Gift and HSH public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Tipping Point and HSH agree that HSH may include Tipping Point's name on lists of HSH's partners and/or

supporters, and that in each instance in which HSH discloses Tipping Point's name, it shall refer to Tipping Point as "Tipping Point Community," and not by any other name or variation of that name. HSH shall not use Tipping Point's name, logo, trademark or otherwise refer to Tipping Point in any capacity including but not limited to press releases and other reports, without the prior written consent of Tipping Point.

7. POLICY OF NON-DISCRIMINATION

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

8. NOTIFICATIONS

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

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

9. MISCELLANEOUS

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

unenforceability shall not affect any other provision hereof. The MOU may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

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

Department of Homelessness and Supportive Housing

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

By: DocuSigned by:
Noelle Simmons
FB6FD0240B6F490...
Noelle Simmons
Chief Deputy Director

Tipping Point Community

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

By: DocuSigned by:
Liz Bender
423EE151E62C42C
Liz Bender
COO

Approved as to Form
David Chiu
City Attorney

By: DocuSigned by:
Virginia Dario Elizondo
F013CEBF6B1B402...
Virginia Dario Elizondo
Deputy City Attorney



To: Honorable Members of the San Francisco Board of Supervisors

From: San Francisco Department of Homelessness and Supportive Housing

Date: January 31, 2022

Subject: Acceptance of In-Kind Gift for Housing Consulting Services - Retroactive Request

This Resolution seeks approval for the Department of Homelessness and Supportive Housing (HSH) to accept an in-kind gift of housing consultant services to support the City's emergency housing strategy and operations in a value not to exceed \$67,500 from Tipping Point Community for a total term of January 1, 2022 to September 30, 2022.

As the City continues to move through the COVID-19 pandemic, ensuring guests in the SIP hotels are offered stable exits has been a shared priority of City and Community partners and is a key component of the Mayor's Homelessness Recovery Plan. In December 2020, Tipping Point Community generously offered HSH an in-kind gift of housing consultant services for a total amount not to exceed \$125,000 with a term through December 31, 2021 that was approved by the Board of Supervisors in April 2021 by Resolution No. 164-21, File No. 21310.

In December 2021, Tipping Point Community generously offered an additional \$67,500 through September 30, 2022, for the continuation of these critical services that have supported approximately 915 guests from the Shelter in Place (SIP) Hotel Program being placed in long-term housing. Given the shared goal to ensure the continued success of the SIP winddown and SIP rehousing process, HSH took quick action to immediately work with TPC to amend the existing MOU while simultaneously beginning to draft legislation to accept this additional in-kind gift. To support continuity without an interruption in these services during the legislative process, and given the Board's previous support for these services, HSH accepted TPC's offer of an additional gift and extended agreement and initiated the legislative process. As such, the Department is respectfully requesting retroactive approval to accept this in-kind gift for housing consultant funds for the period between January 1, 2022 through the date this legislation is executed.

If you have questions about this grant or the retroactive request for approval, please contact Dylan Rose Schneider, HSH Manager of Policy and Legislative Affairs, at dylan.schneider@sfgov.org.



Shireen McSpadden, Executive Director

London Breed, Mayor

TO: Angela Calvillo, Clerk of the Board of Supervisors

**FROM: Dylan Schneider, Manager of Policy and Legislative Affairs,
Department of Homelessness and Supportive Housing**

DATE: January 31, 2022

**SUBJECT: Accept and Expend Resolution for In-Kind Gift from Tipping Point
Community for Housing Consultant Services**

**GRANT TITLE: Tipping Point Community In-Kind Gift – Strategic and Operational
Housing Consultant Services**

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

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

__x__ Grant information form, including disability checklist

__n/a__ Grant budget

__n/a__ Grant Application

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

__n/a__ Ethics Form 126 (if applicable)

__n/a__ Contracts, Leases/Agreements (if applicable)

__ Other (Explain):

Special Timeline Requirements:

Please schedule at earliest available date.

Departmental representative to receive a copy of the adopted resolution:

Name: Dylan Schneider

Phone: 628.652.7742

Interoffice Mail Address: 440 Turk Street, San Francisco CA. 94102

Certified copy required Yes

No

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

From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Schneider, Dylan \(HOM\)](#); [Miller, Bryn \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [Sawyer, Amy \(MYR\)](#); [Buhse, Caroline \(MYR\)](#)
Subject: Mayor -- Resolution -- Tipping Point Community
Date: Tuesday, February 15, 2022 4:38:40 PM
Attachments: [Mayor -- Resolution -- Tipping Point Community.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is a Resolution retroactively authorizing the Department of Homelessness and Supportive Housing (“HSH”) to accept an in-kind gift for continued strategic and operational consulting services related to the HSH’s Shelter-in-Place Winddown and Rehousing Process (“SIP Rehousing Process”) in a value not to exceed \$67,500 from Tipping Point Community for a term from January 1, 2022, through September 30, 2022.

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