

File No. 240671

Committee Item No. 5

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 24, 2024

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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

#### OTHER (Use back side if additional space is needed)

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Completed by: Brent Jalipa Date July 18, 2024

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Grant Agreement - Eviction Defense Collaborative Inc. - Housing Subsidies - Not to Exceed  
2 \$11,062,913]

3 **Resolution approving the grant agreement between the City and County of San**  
4 **Francisco, by and through its Department of Disability and Aging Services, and the**  
5 **non-profit, Eviction Defense Collaborative Inc., to provide housing subsidies to seniors**  
6 **and adults with disabilities for the period of July 1, 2024, through June 30, 2028, for a**  
7 **total not to exceed amount of \$11,062,913.**

8  
9 WHEREAS, The City and County of San Francisco, by and through the Department of  
10 Disability and Aging Services, wishes to administer the Housing Subsidies program for eligible  
11 seniors and adults with disabilities within the City and County of San Francisco; and

12 WHEREAS, Eviction Defense Collaborative Inc. will provide Housing Subsidies to  
13 seniors and adults with disabilities who face an ongoing struggle to maintain stable housing in  
14 San Francisco due to increasing rents and a limited supply of safe, affordable housing. By  
15 providing housing subsidies, this grant prevents homelessness by identifying older adults and  
16 adults with disabilities in unstable housing situations and providing financial assistance to help  
17 stabilize their housing; and

18 WHEREAS, The Human Services Agency, on behalf of the Department of Disability  
19 and Aging Services, conducted a Request for Proposals #1108 for housing subsidies program  
20 in January 2024; and

21 WHEREAS, Eviction Defense Collaborative Inc. submitted a proposal, and was  
22 awarded the grant for the total amount of \$11,062,913 for the period of July 1, 2024, through  
23 June 30, 2028; and

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25

1           WHEREAS, On June 5, 2024, the Department of Disability and Aging Services  
2 Commission approved Housing Subsidies grant with Eviction Defense Collaborative Inc. in the  
3 amount of \$11,062,913 for the period from July 1, 2024, through June 30, 2028; and

4           WHEREAS, Charter, Section 9.118(b), provides that agreements entered into by a  
5 department requiring expenditures exceeding ten million dollars shall be subject to approval  
6 by the Board of Supervisors; and

7           WHEREAS, The City and County of San Francisco, by and through its Department of  
8 Disability and Aging Services, wishes to enter into a grant agreement with Eviction Defense  
9 Collaborative Inc., for housing subsidies to seniors and adults with disabilities during the  
10 period of July 1, 2024, through June 30, 2028, for a total not to exceed amount of  
11 \$11,062,913; now, therefore, be it

12           RESOLVED, That the Board of Supervisors hereby authorizes the grant agreement  
13 between the City and County of San Francisco and Eviction Defense Collaborative Inc. to  
14 provide Housing Subsidies to seniors and adults with disabilities during the period of July 1,  
15 2024, through June 30, 2028, for a total not to exceed amount of \$11,062,913; and, be it

16           FURTHER RESOLVED, That within thirty (30) days of the amendment being fully  
17 executed by all parties, the Human Services Agency shall provide the final grant agreement to  
18 the Clerk of the Board for inclusion into the official file.

1 APPROVED:

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5 /s/ \_\_\_\_\_

6 Kelly Dearman

7 Executive Director, Department of Disability and Aging Services

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<p><b>Item 5</b> <b>File 24-0671</b></p>	<p><b>Department:</b> Human Services Agency (HSA)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would retroactively approve a grant agreement between the Human Services Agency’s Department of Disability and Aging Services (DAS) and the Eviction Defense Collaborative Inc. (EDC), a nonprofit, to provide housing subsidies to adults with disabilities and seniors for four-year term beginning July 1, 2024, through June 30, 2028, and a not to exceed amount of \$11,062,913.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• In January 2024, DAS issued a Request for Proposals (RFP) soliciting nonprofit organizations to provide housing subsidies to adults with disabilities and seniors for an anticipated term of July 1, 2024 to June 30, 2028. EDC was selected to receive funding based on a review by a selection panel. Both Catholic Charities and Self-Help for the Elderly were also awarded \$4.9 million contracts for the housing subsidies program. These three organizations had existing contracts to provide housing subsidies that were set to expire on June 30, 2024. Only the proposed EDC contract requires approval from the Board of Supervisors because the contract amount is greater than \$10 million.</li> <li>• Under the proposed agreement, EDC would continue to administer housing subsidies to adults with disabilities and older adults of up to \$1,000 per household per month.</li> <li>• Under its current housing subsidies contract, EDC met and exceeded all service and outcome objectives for FY 2023-24.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed agreement has a not to exceed amount of \$11,062,913, which includes a 10 percent contingency. The four-year grant agreement budget includes a three percent increase from FY 2024-25 to FY 2025-26 and two percent annual increases for the remainder of the term.</li> <li>• The FY 2024-25 budget is approximately \$2.4 million, which includes \$1,796,161 for housing subsidies (74.2 percent), \$435,989 for salaries and benefits for 4.4 FTE staff (18 percent), \$108,331 for operating expenses (4.5 percent), and \$81,648 for indirect costs (3.4 percent). The proposed agreement will be funded by the General Fund.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Amend the proposed resolution to state that it is retroactive and approve the resolution, as amended.</li> </ul>	

**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**

In January 2024, the Human Services Agency’s Department of Disability and Aging Services (DAS) issued a Request for Proposals (RFP) soliciting nonprofit organizations to provide housing subsidies to adults with disabilities and seniors for an anticipated term of July 1, 2024 to June 30, 2028. Eviction Defense Collaborative Inc. (EDC) was selected to receive funding based on a review by a selection panel.<sup>1</sup> Proposals were evaluated based on organizational capacity (40 points), program approach (35 points), and fiscal capacity (25 points), for a total possible score of 100 points. EDC was one of three organizations to submit proposals in response to the RFP and received an average score of 91.7 out of 100 possible points, which was the second highest score compared to scores of 92.2 (Catholic Charities) and 87.0 (Self-Help for the Elderly) for the other two proposals. According to HSA, both Catholic Charities and Self-Help for the Elderly were also awarded \$4.9 million contracts for the housing subsidies program. According to HSA, these three organizations also had existing contracts to provide housing subsidies that were set to expire on June 30, 2024. Only the proposed EDC contract requires approval from the Board of Supervisors because the contract amount is greater than \$10 million.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would retroactively approve a grant agreement between the Human Services Agency’s Department of Disability and Aging Services and the EDC, a nonprofit, to provide housing subsidies to adults with disabilities and seniors for four-year term beginning July 1, 2024, through June 30, 2028, and a not to exceed amount of \$11,062,913.

**Services**

Under the proposed agreement, EDC would administer housing subsidies to adults with disabilities and older adults of up to \$1,000 per household per month. The subsidy amount is based on the household’s rent to income ratio, with the goal of reaching a 30 percent rent to income ratio. If a \$1,000 monthly subsidy is not enough to reach this ratio, the amount can be used to pay up to 50 percent of the client’s income towards rent. If a \$1,000 monthly subsidy is

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<sup>1</sup> The selection panel consisted of a Legal Assistance to the Elderly Grants Coordinator, the Tenderloin Neighborhood Development Corporation Senior Project Manager and Openhouse SF Operations Specialist. The panelists reviewed and scored proposals based on the following criteria: organizational capacity, program approach, and fiscal capacity.

not enough to decrease the rent to income ratio to 50 percent, the amount can be increased up to \$1,200 per month. For clients receiving more than \$1,000 per month, their needs and eligibility must be documented, in addition to a plan to decrease the future subsidy to \$1,000 or less.<sup>2</sup> Clients must also undergo a recertification process at least once a year. Subsidies will be continued if a client is deemed eligible by the recertification. There is no specific time limit for a client to remain in the program. Recertification will be conducted more frequently if there are compliance and/or sub-standard housing issues.

The program also includes payments to enrolled clients of up to three months of back rent, if needed. These payments are one-time only, capped at \$5,000, and must be verified by a lease agreement and/or written communication from the landlord.

As part of the program, clients are required to participate in a case plan created to stabilize their housing and includes goals such as improving credit history, increasing income and access to other resources, and increasing access to more affordable housing.

To qualify for services, an individual must meet the following criteria: (1) A person who is 60 years of age or older (older adult) living in San Francisco; or (2) A person who is 18 to 59 with a disability living in San Francisco; and (3) Has an income level of 50 percent of Area Median Income (AMI) or lower, and (4) At risk for homelessness and eviction and lacks stable housing.

The program serves all populations and ethnicities; however, priority is given to individuals who are low-income, with limited or no English-speaking proficiency, socially isolated, from communities of color, LGBTQ+, or at risk of institutionalization.

**Performance Monitoring**

According to the proposed agreement, the grantee must meet the following service objectives, as shown in Exhibit 1 below. The targeted clients and number of subsidies are decreasing from the existing contract because the City’s proposed funding is less than the cost of maintaining existing service levels.

**Exhibit 1: Eviction Defense Collaborative Inc. Service Objectives**

Measure	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Number of unduplicated consumers who will receive housing subsidies	189	196	200	204
Minimum total number of months of housing subsidies to be provided by grantee <sup>3</sup>	1,817	1,886	1,921	1,956
Number of unduplicated consumers to be transitioned off the housing subsidy program	10	10	10	10

Source: Proposed agreement

<sup>2</sup> These clients must undergo a recertification process every six months.

<sup>3</sup> One unit of service is one month of subsidy payment.

Program performance will also be assessed based on the results of an annual client survey with a required client participation rate of 65 percent and the measurement of the following outcome objectives:

- At least 85% of consumers are stably housed for 6 months after subsidies began;
- At least 75% of consumers remain stably housed for 12 months after subsidies began;
- At least 75% of consumers indicate that they were treated in a respectful and professional manner by program staff; and
- At least 75% of consumers who received housing subsidies report that the subsidies have helped them keep stable housing

#### *Performance of Current Contract*

Under its current housing subsidies contract, EDC met and exceeded all service and outcome objectives for FY 2023-24<sup>4</sup>, as detailed in Exhibit 2 below. HSA completed a site visit in July 2024 and found that EDC maintained accurate and detailed documentation.

#### **Exhibit 2: FY 2023-24 Performance**

<b>Measure</b>	<b>Actual</b>	<b>Unit Target or Goal</b>
Number of unduplicated consumers	211	205
Number of months of housing subsidies provided	2020	2000
Number of unduplicated consumers transitioned off housing subsidies	15	10
Consumers have remained stably housed 6 months after assistance begins.	98%	85%
Consumers have remained stably housed 12 months after assistance begins	98%	75%
Participants indicated excellent or good in rating the quality of services they received.	96%	75%
Consumers who received housing subsidy reported that the subsidy was able to help keep them housed	99%	75%
Percent of program participants completed and returned satisfaction surveys.	97%	65%

Source: Human Services Agency

#### **Fiscal and Compliance Monitoring**

The Department of Homelessness and Supportive Housing (in conjunction with other funding departments) completed fiscal and compliance monitoring of EDC for FY 2023-24. According to a June 2024 letter, the following findings were identified:

- Invoices were submitted late;

<sup>4</sup> Per FY 2023-24 Program Monitoring report conducted by DAAS on June 17, 2024



- Percentage of funding from non-City sources does not meet the required 15 percent threshold;
- EDC has not completed a required annual financial audit because of Executive Director turnover<sup>5</sup> and therefore was not able to be assessed for measures such as having at least 30 days of operating cash, positive change in cash, positive total unrestricted net income, and how the contractor will address and correct prior year findings, questioned costs and material weaknesses; and
- Board approval of an agency-wide budget was over six months late.

EDC provided a response to the findings on July 18, 2024 and submitted the required audited financial statement for FY 2022-23. The June 2023 financial statement showed that EDC had twenty days of cash and a decrease in net assets that year from \$1.9 million to \$1.6 million. The financial auditors found material weaknesses in EDC’s accounting and observed that EDC lacked a fraud prevention policy and controls over cash receipts. According to the FY 2023 financial audit, turnover of financial management staff contributed to the weakness in financial reporting. EDC has since hired an accounting firm to improve financial reporting.

EDC noted in its response to the City’s fiscal monitoring that the City had “quadrupled” EDC’s funding during COVID and that the City did not executive a \$4.4 million contract related to Tenants Right to Council for FY 2023-24 until seven months into the fiscal year.

**FISCAL IMPACT**

The proposed agreement has a not to exceed amount of \$11,062,913, which includes a 10 percent contingency. The four-year grant agreement budget, which includes a three percent increase from FY 2024-25 to FY 2025-26 and two percent annual increases the remainder of the term, is provided in Exhibit 3 below.

**Exhibit 3: Proposed Grant Agreement Budget**

Year	Amount
FY 2024-25	\$2,422,129
FY 2025-26	2,494,793
FY 2026-27	2,544,689
FY 2027-28	2,595,583
10% Contingency	1,005,719
<b>Total</b>	<b>\$11,062,913</b>

Source: Proposed Agreement

<sup>5</sup> In May 2023, the Executive Director left after 4.5 years of service. The replacement left after one month due to personal reasons and EDC hired second replacement Executive Director in April 2024. According to HSA, Executive Director turnover postponed the data migration from Quickbooks to Financial Edge, which delayed the completion of the FY 2022-23 audit.

Note: totals may not add due to rounding

The FY 2024-25 budget is approximately \$2.4 million, which includes \$1,796,161 for housing subsidies (74.2 percent), \$435,989 for salaries and benefits for 4.4 FTE staff (18 percent), \$108,331 for operating expenses (4.5 percent), and \$81,648 for indirect costs (3.4 percent). The FY 2024-25 budget is shown in Exhibit 4 below.

**Exhibit 4: Proposed FY 2024-25 Budget**

	<b>Amount</b>	<b>% of Total</b>
Staff (4.4 FTE)	\$351,604	14.5%
Fringe Benefits	84,385	3.5%
<i>Subtotal, Salaries &amp; Benefits</i>	<i>\$435,989</i>	<i>18.0%</i>
Operating Expenses*	108,331	4.5%
Indirect Costs (15%)	81,648	3.4%
Direct Client Pass-Through (Subsidies)	1,796,161	74.2%
<b>Total</b>	<b>\$2,422,129</b>	<b>100%</b>

Source: Proposed Agreement

\*Operating expenses include \$26,813 for database and IT costs, \$25,031 for rent, \$10,592 for utilities, and \$45,896 for various other expenses such as office supplies, insurance, training, and accounting and audit services.

**Source of Funding**

The proposed agreement will be funded by the General Fund.

**RECOMMENDATION**

Amend the proposed resolution to state that it is retroactive and approve the resolution, as amended.

**CITY AND COUNTY OF SAN FRANCISCO  
HUMAN SERVICES AGENCY**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**EVICTION DEFENSE COLLABORATIVE INC**  
**Grant ID: 100033215**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of **JULY 1, 2024**, in the City and County of San Francisco, State of California, by and between **EVICTION DEFENSE COLLABORATIVE INC** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **Human Services Agency** (“Department”),

**RECITALS**

**WHEREAS**, the Agreement was competitively procured as required through RFP #1108, issued on January 12, 2024 and is consistent therewith; and

**WHEREAS**, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

**Provide long-term housing subsidies to seniors and adults with disabilities**

**WHEREAS**, the City’s Board of Supervisors approved this Agreement by \_\_\_\_ on \_\_\_\_; and:

**WHEREAS**, City desires to provide such a grant on the terms and conditions set forth herein:

**NOW, THEREFORE**, in consideration of the premises 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
- (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 B.
- (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**” shall mean this Agreement.
- (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 and B.
- (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.

**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 Nonappropriation 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.** The term of this Agreement shall commence on July 1, 2024 and expire on June 30, 2028, 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.**

(a) **Qualified 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.**

The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million, Fifty-Seven Thousand, One Hundred Ninety-Four Dollars (\$10,057,194)** for the period **from July 1, 2024 to June 30, 2028, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount: Up to One Million, Five Thousand, Seven Hundred Nineteen Dollars (\$1,005,719) may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eleven Million, Sixty-Two Thousand, Nine Hundred Thirteen Dollars (\$11,062,913)** for the period from **July 1, 2024 to June 30, 2028.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.



**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A 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. 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](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

## **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. 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 the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the 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 step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, 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, and

- (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, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. 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, the 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 the 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 E 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 E 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 E 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 e-mail, and shall be addressed as follows:)

If to the Department or City: **HUMAN SERVICES AGENCY**  
**DIRECTOR OF CONTRACTS, GB00**  
**OFFICE OF CONTRACT MANAGEMENT**  
**P.O. BOX 7988**  
**SAN FRANCISCO, CA 94120-7988**

If to Grantee: **EVICITION DEFENSE COLLABORATIVE INC**  
**976 MISSION STREET, 1ST FLOOR**  
San Francisco, CA **94103**  
**ATTN: ANGIE AUKEE**  
Email: **ANGIEA@EVICITIONDEFENSE.ORG**

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.** Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

### **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.** Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

**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 % 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 the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

**16.15 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) 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 **annually**. 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.

**16.16 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.

### **16.17 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.

**16.18 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.

**16.19 Reserved. Slavery Era Disclosure.**

**16.20 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) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**16.23 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.

#### **16.24 Registry of Charitable Trusts**

Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.

### **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 Grants
- Appendix E, HIPPA Business Associate Addendum

**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.** 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 grant 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:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/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 Grant/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 the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/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 the 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.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the 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 the grantee. The Department will respond in writing within 10 working days.

**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 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 DISABILITY AND AGING SERVICES

**EVICTION DEFENSE COLLABORATIVE INC**

By: \_\_\_\_\_  
Kelly Dearman  
Executive Director  
Department of Disability and Aging Services

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Approved as to Form:**

Title: \_\_\_\_\_

David Chiu  
City Attorney

Federal Tax ID #: 943342323

City Supplier Number: 52581

DUNS:

By: \_\_\_\_\_  
Glenn Levy  
Deputy City Attorney

**APPENDIX A - SERVICES TO BE PROVIDED BY  
EVICITION DEFENSE COLLABORATIVE  
HOUSING SUBSIDIES**

**Effective July 1, 2024 through June 30, 2028**

**I. Purpose of Grant**

Older adults and adults with disabilities face an ongoing struggle to maintain stable housing in San Francisco due to increasing rents and a limited supply of safe, affordable housing. This grant prevents homelessness and promotes housing stabilization by providing housing subsidies for older adults and adults with disabilities in unstable housing situations.

**II. Definitions**

Adult with a Disability	A person 18 to 59 years of age living with a disability
AMI	Area Median Income for the area containing San Francisco is a figure established by the United States Department of Housing and Urban Development on an annual basis. The City of San Francisco publishes an AMI chart each year which can be located here: <a href="https://www.sf.gov/find-your-area-median-income-ami-level">https://www.sf.gov/find-your-area-median-income-ami-level</a>
At Risk of Institutionalization	To be considered at risk of institutionalization, a person must have, at a minimum, one of the following: 1) functional impairment in a minimum of two Activities of Daily Living (ADL): eating, dressing, transferring, bathing, toileting, and grooming; or 2) a medical condition to the extent requiring the level of care that would be provided in a nursing facility; or 3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living (IADLs): preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone.
CARBON	Contracts Administration, Reporting and Billing Online System.
City	City and County of San Francisco
Communities of Color	An inclusive term and unifying term for persons who do not identify as White, who have been historically and systemically disadvantaged by institutionalized and interpersonal racism
Disability	A condition or combination of conditions that is attributable to a mental, cognitive or physical impairment, including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: a) Self-care: activities of daily living (ADL), and instrumental activities of daily living (IADL); b) Capacity for independent living and self-direction; c) Cognitive functioning, and emotional adjustment
Grantee	Eviction Defense Collaborative

HUD	Department of Housing and Urban Development
LGBTQ+	An acronym/term used to refer to persons who self-identify as non-heterosexual and/or whose gender identity does not correspond to their sex assigned at birth. This includes, but is not limited to, lesbian, gay, bisexual, transgender, genderqueer, and gender nonbinary.
Limited English-speaking Proficiency	Any person who does not speak English well or is otherwise unable to communicate effectively in English because English is not the person's primary language
Low Income	Having income at or below 300% of the federal poverty line defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. This is only to be used by consumers to self-identify their income status, not to be used as a means test to qualify for the program.
OCM	Office of Contract Management, Human Services Agency
OCP	Office of Community Partnerships
Older Adult	Person who is 60 years of age or older
Senior	Person who is 60 years of age or older; used interchangeably with "older adult".
SF DAS GetCare	A web-based application that provides specific functionalities for contracted agencies to use to perform consumer intake/assessment/enrollment, record service objectives, run reports, etc.
SFHSA	San Francisco Human Services Agency
Socially Isolated	Having few social relationships and few people to interact with regularly
SOGI	Sexual Orientation and Gender Identity; Ordinance No. 159-16 amended the San Francisco Administrative Code to require City departments and grantees that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the consumers they serve (Chapter 104, Sections 104.1 through 104.9.)

### III. Target Population

This program is designed to serve all ethnicities and populations, with focused expertise to promote the unique cultural needs which have been identified as demonstrating the greatest economic and social need:

1. Persons with low income
2. Persons who are socially isolated
3. Persons with limited English-speaking proficiency
4. Persons from communities of color
5. Persons who identify as LGBTQ+
6. Persons at risk of institutionalization

### IV. Eligibility for Services

To obtain housing subsidy services, an individual must meet the following criteria:

1. Aged 60 and above, or
2. Aged 18 to 59 with a disability, and
3. At an income level of 50% of AMI or below, and
4. Lacking stable housing and at risk for eviction and homelessness, and
5. A resident of San Francisco

## V. Location and Time of Services

Eviction Defense Collaborative's housing subsidy services are administered at 976 Mission Street in San Francisco. Service drop-in hours are Monday, Tuesday, Wednesday, and Friday, 10:00 - 11:30am and 1:00 - 2:30pm.

## VI. Description of Services

The housing subsidy services shall include the following five components: program infrastructure, consumer identification and eligibility, housing subsidy payments, housing subsidy recertification, and case planning.

### 1. Program Infrastructure:

- a. Program policies and procedures shall include all accounting procedures and reporting functions needed to administer the housing subsidy program.
- b. Grantee shall be able to provide administrative assistance, data entry, database maintenance, processing of invoices, payments to landlords, creation of purchase service contracts, and payment policies.
- c. Grantee shall have a dedicated database or contemporary record keeping process to capture case planning, case management, consumer information tracking, purchased services, and dollars spent for consumers on housing subsidies.

### 2. Consumer Identification and Eligibility:

- a. The program shall have policies and procedures clearly defining eligibility criteria as well as the processes of application, decision, award, and recertification.
- b. The program shall have clear policies and procedures for waitlists and other program functions as needed.

### 3. Housing Subsidy Payments:

- a. The program shall have policies and procedures describing all aspects of housing subsidy determination, maximums and/or minimum subsidy amounts, urgent subsidy situations, etc.
- b. Rental subsidies for consumers can be set up to \$1,000 per household per month. The subsidy shall be set at the lowest possible amount needed to stabilize the housing.
- c. The subsidy amount is determined by each household's rent to income ratio. The goal will be to use the housing subsidy to bring the household rent to income ratio to 30%. In the cases where a \$1,000 monthly subsidy is insufficient to reach the 30% rent to income ratio, the subsidy amount can be used to pay up to 50% of the consumer's income towards the rent. Essential medical payments (insurance, prescriptions, medical bills) can be deducted from the household income for subsidy calculation.
- d. In limited cases, when a subsidy of \$1,000 is insufficient to reduce the rent to income ratio to 50%, it may be increased up to and not to exceed \$1,200 per month. For consumers receiving a subsidy above \$1,000, their eligibility and needs for the increased subsidy shall be clearly documented, as well as a plan to reduce the future subsidy to \$1,000 or less. During the

periods when the monthly subsidy is above \$1,000, consumers shall undergo recertification every 6 months.

- e. Additional eligible payments under this program include back rent. Consumers who enroll into the program with back rent needs, may have up to 3 months of back rent paid, one time only, with the amount to be verified by the lease agreement and/or written communication with the landlord. Additional payments under this section shall be capped at \$5,000 total across all uses.
- f. Rent limits for consumers shall conform to HUD Fair Market Rents (FMR) for San Francisco Metro Area.
- g. Grantee must clearly demonstrate linkages to existing resources for income and other resources.
- h. Grantee will work to ensure sub-standard housing issues are addressed. When evaluating housing situation, an apartment inspection checklist will be utilized to ensure that units meet minimum safety guidelines. If consumers are living in sub-standard housing, subsidies can be used to pay rent on a new unit.
- i. Grantee will ensure that all housing subsidies paid for program consumers are reasonable, prudent, and properly procured.

**4. Housing Subsidy Recertification:**

- a. Grantee shall have policies and procedures regarding the process of recertification.
- b. Subsidies must be recertified at least once annually, and more frequently if there are concerns about the household's non-compliance, lack of progress, or if sub-standard housing or safety issues are present. Consumers with short-term needs shall be recertified at more frequent intervals to ensure continued eligibility.
- c. Subsidies shall be need-based as opposed to time-limited. The subsidy may be renewed if consumers are engaged in their identified plan and continue to meet program eligibility requirements.

**5. Case Planning:**

- a. Grantee shall have policies and procedures outlining the provision of case planning. Program consumers must participate in a case plan designed to stabilize their housing.
- b. Case plan goals may include but are not limited to:
  - i. Actions to increase income and access to other available resources which help lower overall household expenses.
  - ii. Actions to improve credit history and rental stability.
  - iii. Efforts to address behavioral health issues that negatively impact housing stability.
  - iv. Efforts to access more affordable housing, including applying to appropriate waitlists.
- c. Grantee shall be familiar with other community resources and assist consumers in connecting with other resources as needed. Grantee shall work collaboratively with other organizations that are working with the consumer in order to resolve housing issues if applicable.

Grantee may enhance the subsidy model described with additional components that will be effective in achieving successful outcomes.

### VII. Service Objectives

Grantee will meet the following service objectives:

Service Objectives	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Minimum number of unduplicated consumers who will receive housing subsidies	189	196	200	204
Minimum total number of months of housing subsidies to be provided by Grantee (One unit of service is one month of subsidy payment.)	1,817	1,886	1,921	1,956
Minimum number of unduplicated consumers to be transitioned off the housing subsidy program	10	10	10	10

### VIII. Outcome Objectives

Outcome objectives will be measured through analysis of program data reported, plus the administration of an annual consumer survey by Grantee. Actual survey question structure and survey administration shall be approved by DAS/OCP staff in advance of survey release. Survey completion rate shall be 65% of total program consumers during the fiscal year.

1. Housing Retention Outcomes
  - a. At least **85%** of consumers are stably housed for 6 months after subsidies began.
  - b. At least **75%** of consumers remain stably housed for 12 months after subsidies began.
  
2. Consumer Satisfaction Outcomes
  - a. At least **75%** of consumers indicate that they were treated in a respectful and professional manner by program staff.
  - b. At least **75%** of consumers who received housing subsidies report that the subsidies have helped them keep stable housing.

### IX. Reporting Requirements

Grantee will provide various reports during the term of the grant agreement:

1. Grantee shall enter consumers’ data into the SF DAS GetCare database system as required by DAS analyst staff. This shall include SOGI data.
2. Grantee shall enter all the units of service into the SF GetCare Service by the 5th working day of the month for the preceding month.
3. Monthly, quarterly, and annual reports must be entered into the Contracts Administration, Reporting, and Billing Online (CARBON) system as required by DAS/OCP and OCM staff.



4. Grantee program staff shall complete the California Department of Aging (CDA) Security Awareness training and SF DAS Elder Abuse Prevention and Mandated Reporter Training on an annual basis. Grantee shall maintain the evidence of staff completion of the training.
5. The grantee shall submit response rates and aggregated data from the annual consumer satisfaction survey to OCP staff by March 15th of each grant year.
6. Grantee shall issue a Fiscal Closeout Report at the end of the fiscal year. The report is due to HSA no later than July 31 of each grant year.
7. Grantee shall develop and deliver ad hoc reports as requested by DAS/OCP.
8. Grantee shall be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.
9. Apart from reports to be sent via email to the Program Analyst and/or Contract Manager, all other reports and communications shall be sent to the following addresses:

Tahir Shaikh  
 Senior Contracts Manager/RSA  
 P.O. Box 7988  
 San Francisco, CA 94120  
[Tahir.shaikh@sfgov.org](mailto:Tahir.shaikh@sfgov.org)

Zhiqing Li  
 DAS, Office of Community Partnerships  
 P.O. Box 7988  
 San Francisco, CA 94120  
[Zhiqing.li@sfgov.org](mailto:Zhiqing.li@sfgov.org)

## X. Monitoring Activities

1. Program Monitoring: Program monitoring will include review of compliance with specific program standards or requirements, documentation of consumer eligibility and targeted mandates, records of the units of services and all reports, progress of service and outcome objectives, consumer records' collection and maintenance, reporting performance including monthly service unit reports on SF DAS Getcare, current organizational chart, evidence of program staff's training on Elder Abuse Reporting and California Department of Aging (CDA) Security Awareness Training, written policies and procedures manuals of all DAS/OCP funded programs, written project income policies if applicable, grievance procedure posted onsite and provided for the homebound consumers, site chart with updated hours of operation, a list of board of directors with age and ethnicity information, and outcomes of service provision according to Sections VI, VII, and VIII.
2. 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 Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance, and HIPAA compliance.

**HUMAN SERVICES AGENCY BUDGET SUMMARY  
BY PROGRAM**

Name Eviction Defense Collaborative Inc.					Term 7/1/24 - 6/30/28
(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>					
If modification, Effective Date of Mod. No. of Mod.					
<b>Program: Housing Subsidies</b>					
Budget Reference Page No.(s)					(Total)
Program Term	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/24 - 6/30/28
<b>DAS Expenditures</b>					
Salaries & Benefits	\$435,989	\$446,889	\$458,061	\$469,513	\$1,810,451
Operating Expenses	\$108,331	\$101,336	\$103,748	\$106,312	\$419,727
<b>Subtotal</b>	<b>\$544,320</b>	<b>\$548,225</b>	<b>\$561,809</b>	<b>\$575,824</b>	<b>\$2,230,178</b>
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Costs (Line 16 X Line 15)	\$81,648	\$82,234	\$84,271	\$86,374	\$334,527
CODB Eligible Expenses	\$625,968	\$630,459	\$646,080	\$662,198	\$2,564,705
Consultant/Subcontractor (\$25,000+)					
Direct Client Pass-Through (subsidies)	\$1,796,161	\$1,864,334	\$1,898,609	\$1,933,385	\$7,492,489
Capital Expenses/Subcontractor					
<b>Total DAS Expenditures</b>	<b>\$2,422,129</b>	<b>\$2,494,793</b>	<b>\$2,544,689</b>	<b>\$2,595,583</b>	<b>\$10,057,194</b>
<b>DAS Revenues</b>					
General Fund	\$2,351,582	\$2,351,582	\$2,351,582	\$2,351,582	\$9,406,328
FY24/25 CODB	\$70,547	\$70,547	\$70,547	\$70,547	\$282,188
FY25/26 CODB		\$72,664	\$72,664	\$72,664	\$217,992
FY26/27 CODB			\$49,896	\$49,896	\$99,792
FY27/28 CODB				\$50,894	\$50,894
<b>Total HSA Revenues</b>	<b>\$2,422,129</b>	<b>\$2,494,793</b>	<b>\$2,544,689</b>	<b>\$2,595,583</b>	<b>\$10,057,194</b>
<b>Total Non DAS Revenue</b>					
<b>TOTAL DAS AND NON DAS REVENUE</b>	<b>\$2,422,129</b>	<b>\$2,494,793</b>	<b>\$2,544,689</b>	<b>\$2,595,583</b>	<b>\$10,057,194</b>
	12.00	12.00	12.00	12.00	48.00
Prepared by:	Krista Alderson, ED Telephone: No: 510-435-2204			Date: 5/20/2024	
HSA-CO Review Signature:					
HSA #1					

Agency Name: Eviction Defense Collaborative Inc.  
 Program Name: Housing Subsidies

**Salaries & Benefits Detail**

(Total)

DAS Salaries & Benefits	Agency Totals		HSA Program		7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/24 - 6/30/28
	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary
Position Title									
DAS Housing Subsidy Supervisor	\$94,556	1.0	100%	1.00	\$94,556	\$96,920	\$99,343	\$101,827	\$392,646
DAS Housing Subsidy Coordinator	\$78,797	1.0	100%	1.00	\$78,797	\$80,767	\$82,786	\$84,856	\$327,205
DAS Housing Subsidy Coordinator	\$71,443	1.0	100%	1.00	\$71,443	\$73,229	\$75,059	\$76,936	\$296,666
DAS Housing Subsidy Coordinator	\$78,797	1.0	100%	1.00	\$78,797	\$80,767	\$82,786	\$84,856	\$327,205
RADCO Program Director	\$108,214	1.0	5%	0.05	\$5,411	\$5,546	\$5,685	\$5,827	\$22,468
Interim RADCO Program Director	\$36,259	1.0	5%	0.05	\$1,813	\$1,858	\$1,905	\$1,952	\$7,528
Data & Finance Manager	\$59,852	1.0	5%	0.05	\$2,993	\$3,067	\$3,144	\$3,223	\$12,427
RADCO Program Assistant	\$72,391	1.0	5%	0.05	\$3,620	\$3,710	\$3,803	\$3,898	\$15,030
RADCO Senior Intake Specialist	\$74,466	1.0	5%	0.05	\$3,723	\$3,816	\$3,912	\$4,010	\$15,461
RADCO Intake Specialist	\$69,341	1.0	5%	0.05	\$3,467	\$3,554	\$3,643	\$3,734	\$14,397
RADCO Intake Specialist	\$69,316	1.0	5%	0.05	\$3,466	\$3,552	\$3,641	\$3,732	\$14,392
RADCO Intake Specialist	\$70,392	1.0	5%	0.05	\$3,520	\$3,608	\$3,698	\$3,790	\$14,615
Funds Processors									
Funds Processors									
<b>Totals</b>	<b>\$883,824</b>	<b>12.00</b>	<b>440.00%</b>	<b>4.40</b>	<b>\$351,604</b>	<b>\$360,394</b>	<b>\$369,404</b>	<b>\$378,639</b>	<b>\$1,460,041</b>
Fringe Benefits Rate	24.00%								
Employee Fringe Benefits	\$212,118				\$84,385	\$86,495	\$88,657	\$90,873	\$350,410
<b>Total DAS Salaries and Benefits</b>	<b>\$1,095,942</b>				<b>\$435,989</b>	<b>\$446,889</b>	<b>\$458,061</b>	<b>\$469,512</b>	<b>\$1,810,451</b>

HSA #2

Agency Name: Eviction Defense Collaborative Inc.  
 Program Name: Housing Subsidies

**Operating Expense Detail**

(Total)

	<u>7/1/24 - 6/30/25</u>	<u>7/1/25 - 6/30/26</u>	<u>7/1/26 - 6/30/27</u>	<u>7/1/27 - 6/30/28</u>	<u>7/1/24 - 6/30/28</u>
<b>DAS Operating Expenses</b>					
<u>Expenditure Category</u>					
Rental of Property	\$25,031	\$26,282	\$27,596	\$28,976	\$107,886
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$10,592	\$10,910	\$11,237	\$11,574	\$44,313
Office Supplies, Postage	\$5,913	\$5,913	\$5,913	\$5,913	\$23,652
Building Maintenance Supplies and Repair	\$5,125	\$5,125	\$5,125	\$5,125	\$20,501
Printing and Reproduction					
Insurance	\$7,000	\$7,700	\$8,470	\$9,317	\$32,487
Licenses and Fees	\$4,372	\$4,372	\$4,372	\$4,372	\$17,488
Staff Training	\$2,186	\$2,186	\$2,186	\$2,186	\$8,744
Staff Travel	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Rental of Equipment	\$548	\$548	\$548	\$548	\$2,191
<u>Consultants/Subcontractors</u>					
Consultant A					
Consultant B					
Consultant C					
<u>Other</u>					
Accounting & Audit	\$7,305	\$3,000	\$3,000	\$3,000	\$16,305
HR & Federal Grants Attorneys	\$9,588	\$5,000	\$5,000	\$5,000	\$24,588
Database & IT Costs	\$26,813	\$14,000	\$14,000	\$14,000	\$68,813
Ads & Outreach	\$685	\$14,000	\$14,000	\$14,000	\$42,685
Staff Recruiting & Language Test	\$1,174	\$300	\$300	\$300	\$2,074
<b>Total DAS Operating Expenses</b>	<b>\$108,331</b>	<b>\$101,336</b>	<b>\$103,748</b>	<b>\$106,312</b>	<b>\$419,727</b>
<b>HSA #3</b>					



**SAN FRANCISCO  
HUMAN SERVICES AGENCY**

Department of Benefits  
and Family Support

Department of Disability  
and Aging Services

P.O. Box 7988  
San Francisco, CA  
94120-7988  
[www.SFHSA.org](http://www.SFHSA.org)



**London Breed**  
Mayor

**Trent Rhorer**  
Executive Director

June 7, 2024

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

RE: Proposed resolution for the grant agreement with Eviction Defense Collaborative Inc. for the provision of Housing Subsidies

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed Board Resolution requesting approval of the grant agreement with Eviction Defense Collaborative Inc., for the provision of Housing Subsidies to San Francisco seniors and adults with disabilities for the period from July 1, 2024 to June 30, 2028 for the total not to exceed amount of \$11,062,913.

The purpose of this grant is to provide Housing Subsidies to seniors and adults with disabilities who face an ongoing struggle to maintain stable housing in San Francisco due to increasing rents and a limited supply of safe, affordable housing. By providing housing subsidies, this grant prevents homelessness by identifying older adults and adults with disabilities in unstable housing situations and providing financial assistance to help stabilize their housing.

If you need additional information, please contact Tahir Shaikh, Senior Contract Manager at [Tahir.Shaikh@sfgov.org](mailto:Tahir.Shaikh@sfgov.org).

Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

Thank you for your assistance.

Sincerely,

Kelly Dearman  
Executive Director  
Department of Disability and Aging Services



## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 240671

Bid/RFP #: RFP 1108

### 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

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

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Tahir Shaikh	415-557-6085
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
HSA Human Services Agency	tahir.shaikh@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Eviction Defense Collaborative Inc.	<b>TELEPHONE NUMBER</b> 415-435-2204
<b>STREET ADDRESS (including City, State and Zip Code)</b> 976 Mission Stgreet, SF CA 94103	<b>EMAIL</b> kristaa@evictiondefense.org

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> RFP 1108	<b>FILE NUMBER (If applicable)</b> 240671
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$11,062,913		
<b>NATURE OF THE CONTRACT (Please describe)</b> The purpose of these grants is to provide housing subsidies to older adults and adults with disabilities in order to assist them in stabilizing their housing. Older adults and adults with disabilities face an ongoing struggle to maintain stable housing in San Francisco due to increasing rents and a limited supply of safe, affordable housing. This grant prevents homelessness and promotes housing stabilization by providing housing subsidies for older adults and adults with disabilities in unstable housing situations.		

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	Casanova	Daniel	CEO
2	Alioto	Jo	Board of Directors
3	Mendoza	Dina Polanco	Board of Directors
4	Lopez	Priscilla	Other Principal Officer
5	Rodriguez	Lila Carrillo	Board of Directors
6	wright	Greg	Board of Directors
7	weber	John	Board of Directors
8	Sigal	Dina	Board of Directors
9	Kohli	Peter	Board of Directors
10	Kapoor	TJ	Board of Directors
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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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**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
39			
40			
41			
42			
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47			
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49			
50			

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><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------

**From:** [Shaikh, Tahir \(HSA\)](#)  
**To:** [BOS Legislation, \(BOS\)](#); [Jalipa, Brent \(BOS\)](#)  
**Cc:** [Zapien, Esperanza \(HSA\)](#); [Leone, Elizabeth \(HSA\)](#); [Li, Zhiqing \(HSA\)](#)  
**Subject:** Proposed Resolution - BOS Documents - Eviction Defense-Housing Subsidies  
**Date:** Friday, June 7, 2024 2:34:34 PM  
**Attachments:** [BOS Resolution - Eviction Defense- Housing Subsidies.pdf](#)  
[Cover Letter - Eviction Defense - Housing Subsidies v2.pdf](#)  
[BOS Resolution - Eviction Defense- Housing Subsidies.docx](#)  
[Eviction Defense Collaborative G100 Mail Merge Draft v2.pdf](#)  
[Appendix A - Housing Subsidies FY24-28 - EDC.pdf](#)  
[Eviction Defense-Appendix B-Housing Subsidies FY 24-28 with CODB.Submitted.pdf](#)  
[SFEC Form 126f4BOS Notification of Contract Approval.pdf](#)

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Hi Brent,

Attached please find a proposed resolution requesting approval of the HSA's grant agreement with Eviction Defense Collaborative Inc., for the provision of Housing Subsidies.

In addition to the attached signed cover letter and the signed proposed resolution, the following supplemental materials are attached:

- Proposed resolution (Word format)
- Draft G-100 Grant Agreement
- Appendix A – Services to be Provided
- Appendix B – Budget
- SEC Form 126f4

Please calendar this item at the Board's earliest convenience and advise us of the date of introduction. Let me know if you have any questions.

Thank you,

Tahir Shaikh

Contract Manager  
San Francisco Human Services Agency

**Tahir Shaikh**  
Senior Contract Manager  
Department of Human Services Agency