

File No. 260458

Committee Item No. 16

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 27, 2026

Board of Supervisors Meeting Date _____

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- Motion
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OTHER (Use back side if additional space is needed)

- Executed Agreement 7/1/2025
- PSC DHRPSC0004938 3/16/2026
- HSH Presentation 5/27/2026
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Completed by: Brent Jalipa Date May 21, 2026

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - St. Vincent de Paul Society of San Francisco - Division Circle
2 Navigation Center - Operations and Supportive Services - Not to Exceed \$37,091,971]

3 **Resolution approving the first amendment to the contract between St. Vincent de Paul**
4 **Society of San Francisco and the Department of Homelessness and Supportive**
5 **Housing (“HSH”), for operations and support services at the Division Circle Navigation**
6 **Center; extending the term by 36 months from June 30, 2026, for a total term of July 1,**
7 **2025, through June 30, 2029, and increasing the contract amount by \$27,545,286 for a**
8 **new total amount not to exceed \$37,091,971; and authorizing HSH to enter into any**
9 **amendments or other modifications to the Amendment that do not materially increase**
10 **the obligations or liabilities, or materially decrease the benefits to the City and are**
11 **necessary or advisable to effectuate the purposes of the Agreement.**

12
13 WHEREAS, The mission of the Department of Homelessness and Supportive Housing
14 (“HSH” or “Department”) is to prevent homelessness when possible and make homelessness
15 rare, brief, and one-time in the City and County of San Francisco (“the City”) through the
16 provision of coordinated, compassionate, and high-quality services; and

17 WHEREAS, The City is committed to expanding and diversifying shelter services for
18 people living unsheltered in our community; and

19 WHEREAS, As of the 2024 Point-in-Time Count, there were approximately 8,323
20 people experiencing homelessness in San Francisco on any given night, 52% of whom were
21 unsheltered; and

22 WHEREAS, The nonprofit provider St. Vincent de Paul Society of San Francisco
23 (“SVDP”) has extensive experience operating shelter; and

24 WHEREAS, SVDP has operated Division Circle Navigation Center (“Division Circle”)
25 since its opening in 2018; and

1 WHEREAS, HSH awarded the Contract to SVDP through the Department's
2 streamlined contracting authority for homeless services under Administrative Code,
3 Chapter 21.B; and

4 WHEREAS, The Contract is consistent with the Civil Service Commission's approval
5 obtained on March 3, 2025, under Personal Service Contract No. DHRPSC0004938; and

6 WHEREAS, In July 1, 2025, HSH and SVDP entered into a Contract for shelter
7 operations and support services at Division Circle Navigation Center ("Original Agreement");
8 and

9 WHEREAS, The Original Agreement has a term of July 1, 2025, through June 30,
10 2026, and a not to exceed amount of \$9,546,685; and

11 WHEREAS, The Original Agreement is on file with the Clerk of the Board of
12 Supervisors ("Clerk") in File No. 260458, which is hereby declared to be part of this Resolution
13 as if set forth fully herein; and

14 WHEREAS, HSH intends to amend the Original Agreement by extending the term by
15 36 months from June 30, 2026, for a total term of July 1, 2025, through June 30, 2029, and
16 increasing the maximum expenditure by \$27,545,286 for a total amount not to exceed
17 \$37,091,971 (the "Amendment"); and

18 WHEREAS, The Amendment is consistent with the Civil Service Commission's
19 approval obtained on March 16, 2026, under Personal Service Contract
20 No. DHRPSC0004938; and

21 WHEREAS, The Amendment requires Board of Supervisors approval under Charter,
22 Section 9.118; now, therefore, be it

23 RESOLVED, The proposed Amendment contained in File No. 260458, is substantially
24 in final form, with all materials terms and conditions included, and only remains to be executed
25 by the parties upon approval of this Resolution; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes HSH to make any
2 modifications to the Amendment, prior to its final execution by all parties, that HSH
3 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
4 best interest of the City, do not materially increase the obligations or liabilities of the City, are
5 necessary or advisable to effectuate the purposes of the Amendment, and are in compliance
6 with all applicable laws, including City’s Charter; and, be it

7 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
8 all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
9 No. 260458; this requirement and obligation resides with the Department, and is for purposes
10 of having a complete file only, and in no manner affects the validity of approved Amendment.

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Recommended:

_____ /s/

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive Housing

<p>Item 16 File 26-0458</p>	<p>Department: Homelessness and Supportive Housing</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the first amendment to the contract between the Department of Homelessness and Supportive Housing (HSH) and St. Vincent de Paul Society of San Francisco (St. Vincent de Paul) for operations of the Division Circle Navigation Center to extend the term by three years through June 2029 and to increase the not to exceed amount by \$27,545,286 for a new total of \$37,091,971. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Under an existing agreement, St. Vincent de Paul provides 24/7 emergency shelter operations, support services and housing-focused case management services at the Division Circle Navigation Center. The navigation center is located at 224 South Van Ness Avenue in the Mission and has a capacity of 186 guests. • The City leases the property from the California Department of Transportation under an existing lease that expires in February 2028. HSH intends to enter into a new lease agreement when the lease expires to continue the program. • In FY 2024-25, the contractor met two out of five service and outcome objectives, including objectives related to intake and referrals. The contractor did not meet objectives related to required service plans or guest satisfaction surveys. The contractor stated they would complete service plans, begin tracking survey distribution to guests, and work with guests to improve satisfaction ratings. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed amendment would increase the agreement’s not to exceed amount by \$27,545,286 to fund the three-year extension for the navigation center plus a 20 percent contingency. The agreement is largely funded by the General Fund (92 percent) as well as Proposition C funding (8 percent). • The annual budget is approximately \$8.0 million per year, or \$43,000 per bed. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

The St. Vincent de Paul Society of San Francisco (St. Vincent de Paul) has operated the Division Circle Navigation Center located at 224 South Van Ness Avenue in the Mission since it opened in 2018. St. Vincent de Paul provides 24/7 emergency shelter operations, support services and housing-focused case management to people experiencing homelessness. The Division Circle Navigation Center has a capacity of 186 guests.

In July 2025, HSH entered into a new agreement with St. Vincent de Paul for operations of the navigation center with an initial one-year term from July 1, 2025 through June 30, 2026 with options to extend for nine years through June 2035 and a not to exceed amount of \$9,546,685. HSH selected St. Vincent de Paul to continue to operate the navigation center under its streamlined procurement authority provided in Administrative Code Chapter 21B. HSH is proposing to extend the agreement by up to three years through June 2029.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first amendment to the contract between HSH and St. Vincent de Paul Society of San Francisco for operations of the Division Circle Navigation Center to extend the term by three years through June 2029 and to increase the not to exceed amount by \$27,545,286 for a new total of \$37,091,971. The resolution authorizes HSH to make immaterial amendments to the agreement.

The City leases the property from the California Department of Transportation under an existing lease that expires in February 2028. According to HSH staff, HSH intends to enter into a new lease agreement when the existing lease expires to continue the program. The term of the proposed amended contract ends on June 30, 2029, or earlier if the lease agreement between the City and the California Department of Transportation expires or terminates.

Services

Services outlined in the contract include 24/7 access to the site, wellness checks, showers, storage, laundry, social activities and support groups, housing-focused case management and exit planning. Through a separate agreement with Meals on Wheels, guests are provided with two meals per day.

Performance Monitoring

HSH conducted a site visit on December 11, 2025 as part of its FY 2024-25 program monitoring. According to HSH staff, the average occupancy rate was 98 percent in FY 2024-25. The contractor met two out of five service and outcome objectives, as shown in Exhibit 1 below. Although the contractor is required to create a service plan for 90 percent of guests, the contractor did not complete service plans for guests. In addition, on average 57.5 percent of guests completing quarterly surveys reported they were satisfied with services, which is lower than the goal of 75 percent. The contractor also could not demonstrate that they achieved a 50 percent response rate for the quarterly surveys because the contractor did not track the number of surveys distributed. In the contractor’s response to HSH, the contractor stated they would complete service plans and track survey distribution to guests. The contractor also stated they would work with guests to improve satisfaction ratings during community meetings. HSH determined that the contractor’s proposed actions to address findings were satisfactory and closed out program monitoring for the year.

Exhibit 1: Service and Outcome Objectives, FY 2024-25 Program Monitoring Results

Service Objective	Goal	Actual
Contractor shall provide intake and program orientation to 100 percent of all initial guests and updates for returning guests in a new stay.*	100%	100%
Contractor shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 90 percent of guests.	90%	0%
90% of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed*	90%	90%
50% of participants shall complete a satisfaction survey each quarter*	50%	Not Tracked
Outcome Objective		
75 percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services.*	75%	<u>Avg.: 57.5%</u> Q1: 47% Q2: 67% Q3: 55% Q4: 61%

Source: HSH

Note: Gray shading indicates objective was not met; Service objectives do not include results for two objectives related to time-limited stays which were outdated measures according to HSH

*Measure removed in proposed amended agreement

The proposed amendment removes the two measures related to the guest survey and adds the following service and outcome objectives:

- Contractor will maintain an occupancy rate of 90 percent on average
- Within 60 days of enrollment, 90 percent of guests will have a Coordinated Entry assessment and/or Housing Referral Status
- At least 40 percent of guests will exit to shelter or other housing destinations

- Within six months, 75 percent of Housing Referral Status guests will have required housing documents uploaded into the ONE system
- At least 60 percent of guests will maintain or gain total cash income.
- At least 80 percent of guests will maintain or gain health insurance.

Fiscal and Compliance Monitoring

The Department on the Status of Women staff reviewed St. Vincent de Paul’s financial documents as part of the FY 2024-25 Citywide Fiscal and Compliance Monitoring Program and identified no findings. St. Vincent de Paul received a one-year waiver from Citywide Fiscal and Compliance Monitoring in FY 2025-26 based on good performance in the prior year and other criteria.

FISCAL IMPACT

The proposed amendment would increase the agreement’s not to exceed amount by \$27,545,286 to fund the three-year extension for the navigation center plus a 20 percent contingency. The agreement is largely funded by the General Fund (92 percent) as well as Proposition C funding (8 percent). The proposed grant budget is shown in Exhibit 2 below.

Exhibit 2: Proposed Budget and Not to Exceed Amount for Division Circle Navigation Center

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total
	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	Proposed
Salaries & Benefits	\$6,136,611	\$6,136,611	\$6,136,611	\$6,136,611	\$24,546,444
Operating Expenses	850,456	850,456	850,456	850,456	3,401,824
Indirect Cost (15%)	1,048,060	1,048,060	1,048,060	1,048,060	4,192,240
Other Expenses	130,387				130,387
Total Budget	8,165,514	8,035,127	8,035,127	8,035,127	32,270,895
Contingency (20%)					4,821,076
Not to Exceed Amount					\$37,091,971

Source: Proposed Contract

As shown above, the proposed program would cost \$8.0 million per year, or approximately \$43,000 per bed. According to HSH staff, the overall cost of the program, including meals which are funded separately, is comparable to other navigation centers. The annual budget supports salaries and benefits for 78.70 full-time equivalent positions.

According to HSH staff, the proposed amendment includes a 20 percent contingency, rather than HSH’s standard 15 percent contingency to allow the program to accommodate potential service enhancements under consideration and additional expenses beyond the standard increases for HSH agreements (such as cost of doing business increases).

RECOMMENDATION

Approve the proposed resolution.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS **FIRST AMENDMENT** (“Amendment”) is made as of **July 1, 2026**, in San Francisco, California, by and between **THE SAN FRANCISCO PARTICULAR COUNCIL OF SOCIETY OF ST. VINCENT DE PAUL, DBA ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and update standard contractual clauses; and

Whereas, Contractor was selected pursuant to San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

Whereas, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver [CMD14B0005616](#), and this Amendment is consistent with that waiver; and

Whereas, this Amendment is consistent with an approval obtained on March 3, 2025 from the Civil Service Commission under PSC number DHRPSC0004938, as amended on March 16, 2026, which authorizes the award of multiple agreements, the total value of which cannot exceed \$97,000,000 and the individual duration of which cannot exceed 52 months; and

Whereas, this Amendment is consistent with an approval obtained from City’s Homelessness Oversight Commission under [\[insert resolution number\]](#) approved on [\[insert date of Commission action\]](#) in the amount of [\[insert Dollar Amount\]](#) for the period commencing [\[Insert Start Date\]](#) and ending [\[Insert End Date\]](#); and

Whereas, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under [\[insert resolution number\]](#) approved on [\[insert date of Board action\]](#) in the amount of [\[insert Dollar Amount\]](#) for the period commencing [\[Insert Start Date\]](#) and ending [\[Insert End Date\]](#);

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated **July 1, 2025** between Contractor and City.
- 1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.
- 1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications to the Scope of the Agreement

The Agreement is hereby modified as follows:

- 2.1 **Term.** Article 2 Term of the Agreement currently reads as follows:
 - 2.1 **Term.** The term of this Agreement shall commence on **July 1, 2025** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein.
 - 2.2 **Options to Renew.** City has the option to renew the Agreement for a period of nine (9) additional years. City may exercise the option at City’s sole and absolute

discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

Such section is hereby amended in its entirety to read as follows:

2.1 The term of this Agreement shall commence on **July 1, 2026** and expire on the earlier of 1. **June 30, 2029**, or 2. the date that the Memorandum of Understanding between the City and the California Department of Transportation for the premises known as Freeway Lease Area No. SF-101-59, expires or terminates, or unless terminated earlier as otherwise allowed under this Agreement.

2.2 **Reserved (Extension Options).**

2.2 Section 3.3 Compensation. Section 3.3 Compensation of the Agreement currently reads as follows:

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. The amount of this Agreement shall not exceed Nine Million Five Hundred Forty Six Thousand Six Hundred Eighty Five Dollars (\$9,546,685), the breakdown of which appears in Appendix B, Budget. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

(a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, One Million Five Hundred Ninety One Thousand One Hundred Fourteen Dollars (\$1,591,114) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

- 3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.
- 3.3.3 **Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.
- 3.3.4 **Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show, if applicable, the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers, complete description of Services performed, sales/use tax, contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.
- 3.3.5 **Reserved (LBE Payment and Utilization Tracking System).**
- 3.3.6 **Getting paid by City Services.**
- (a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).
- (b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.
- 3.3.7 **Reserved (Grant Funded Contracts).**
- 3.3.8 **Payment Terms.**
- (a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City has

issued a check to Contractor or, if Contractor agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms).**

Such section is hereby amended in its entirety to read as follows:

3.3.1 **Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Thirty Seven Million Ninety One Thousand Nine Hundred Seventy One Dollars (\$37,091,971)**, the breakdown of which appears in Appendix B, Budget. City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

(a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **Four Million Eight Hundred Twenty One Thousand Seventy Six Dollars (\$4,821,076)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 **Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoicing.** Contractor shall invoice the City for the Services provided under this Agreement on a timely basis, and in no event later than 45 days after delivery of

the Services or as specified in Appendix C, Method of Payment. Invoices submitted by Contractor must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved (LBE Payment and Utilization Tracking System).

3.3.6 Reserved (Grant Funded Contracts).

3.3.7 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms).**

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Article 1 Definitions. The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions.

- (a) "Appendices" means the appendices listed in Article 14 ("Appendices") herein.
- (b) "Artificial Intelligence" or "Artificial Intelligence Model" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.
- (c) "Artificial Intelligence System" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the

input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

- (d) “City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.
- (e) “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data.
- (f) “Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.
- (g) “Generative Artificial Intelligence” means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence’s training data.
- (h) “Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

3.2 Section 3.6 Payment of Prevailing Wages. Section 3.6 of the Agreement is replaced in its entirety to read as follows:

3.6 Payment of Prevailing Wages.

3.6.1. Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, “Covered Services”), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

- 3.6.2. **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement ("OLSE") and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.
- 3.6.3. **Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.
- 3.6.4. **Job Site Notices and Records.** Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.
- 3.6.5. **Payroll Records.** Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives.

- 3.6.6. **Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services.
- 3.6.7. **Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, as applicable.
- 3.6.8. **Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

3.3 Section 5.1 Insurance. Section 5.1 of the Agreement is replaced in its entirety to read as follows:

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products

and Completed Operations. Policy must include Abuse and Molestation coverage.

- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) **Reserved (Technology Errors and Omissions Insurance).**
- (f) Cyber and Privacy Liability Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.
- (g) **Reserved (Pollution Liability Insurance).**

5.1.2 **Additional Insured.**

- (a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must include, and be endorsed to name, as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.
- (c) **Reserved (Pollution Additional Insured Endorsement).**

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work

performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 **Primary Insurance.**

- (a) The Commercial General Liability Insurance policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) The Commercial Automobile Liability Insurance policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.
- (c) **Reserved (Pollution Liability Insurance as Primary Insurance).**

5.1.5 **Other Insurance Requirements.**

- (a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance 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.

- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds and waive subrogation in favor of City, where required.

3.4 Section 5.2 Indemnification. Section 5.2 of the Agreement is replaced in its entirety to read as follows:

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are

not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify, defend, and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.3.4 Under no circumstances will City indemnify, defend, or hold harmless Contractor.

3.5 Section 6.1 Liability of City. Section 6.1 of the Agreement is replaced in its entirety to read as follows:

6.1 Liability of City. CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CONTRACT NOT TO EXCEED AMOUNT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF 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, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

3.6 Section 8.2 Termination for Default; Remedies. Section 8.2 of the Agreement is replaced in its entirety to read as follows:

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

- (a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims
4.5	Assignment
Article 5	Insurance and Indemnity
Article 7	Payment of Taxes
10.3.6	Alcohol and Drug-Free Workplace
10.3.5	Reserved (Working with Minors)
11.10	Compliance with Laws
Article 13	Data and Security

- (b) Contractor fails or refuses to perform the Services or to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten (10) days after written notice thereof from City to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to City, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

- (c) Contractor (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 Contractor or of any substantial part of Contractor’s property; or (v) takes action for the purpose of any of the foregoing.

- (d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement,

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 Contractor.

8.2.2 **Default Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All 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 exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

3.7 Section 8.4 Rights and Duties upon Termination or Expiration. Section 8.4 of the Agreement is hereby replaced in its entirety to read as follows:

8.4 Section 8.4 Rights and Duties upon Termination or Expiration.

8.4.1 Section 8.4, "Rights and Duties upon Termination or Expiration," and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services
3.3.6 (b)	Reserved (Grant Funded Contracts – Disallowance)
3.4	Audit and Inspection of Records
3.5	Submitting False Claims

Article 5	Insurance and Indemnity
6.1	Liability of City
6.3	Reserved (Liability for Incidental and Consequential Damages)
Article 7	Payment of Taxes
8.1.6	Payment Obligation
8.2.2	Default Remedies
9.1	Ownership of Results
9.2	Works for Hire
11.7	Agreement Made in California; Venue
11.8	Construction
11.9	Entire Agreement
11.10	Compliance with Laws
11.11	Severability
Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

3.8 Article 10 Additional Requirements Incorporated by Reference. Article 10 of the Agreement is replaced in its entirety to read as follows:

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Governmental-Conduct Related Contractual Obligations.**

- 10.2.1 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.
- 10.2.2 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.
- 10.2.3 **Limitations on Contributions.** By executing this Agreement, Contractor 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 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 (12) months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor 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 contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.3 **Employment-Related Contractual Obligations.**

- 10.3.1 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of San Francisco Administrative Code Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.
- 10.3.2 **Minimum Compensation Ordinance.** San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor 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>. Contractor 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, Contractor certifies that it complies with Article 111.
- 10.3.3 **Health Care Accountability Ordinance.** San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.
- 10.3.4 **First Source Hiring Program.** Contractor must comply with all of the applicable 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.
- 10.3.5 **Reserved (Working with Minors).**
- 10.3.6 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way

impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.3.7 **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor 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. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.3.8 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor 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 Article 131.2.

10.4 **Environmental-Related Contractual Obligations.**

10.4.1 **Reserved (Packaged Water Prohibition).**

10.4.2 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.4.3 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.4.4 **Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor 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.

10.5 **Reserved (Slavery Era Disclosure).**

10.6 **Nonprofit Contractor Obligations.**

10.6.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor 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. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.6.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$1,000,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.9 Section 11.2 Compliance with Laws Requiring Access for People with Disabilities.

Section 11.2 of the Agreement is replaced in its entirety to read as follows:

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with

the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (“ICT”) and/or Services provided under this Agreement.

11.2.3 **Reserved (Web and Mobile Content Accessibility).**

3.10 Section 11.4 Sunshine Ordinance. Section 11.4 of the Agreement is replaced in its entirety to read as follows:

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all City records related to its formation, Contractor's performance of Services, and City's payment may be subject to the California Public Records Act, (California Government Code §7920.000 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

3.11 Section 11.7 Agreement Made in California; Venue. Section 11.7 of the Agreement is replaced in its entirety to read as follows:

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

3.12 Section 11.13 Order of Precedence. Section 11.13 of the Agreement is replaced in its entirety to read as follows:

11.13 **Order of Precedence.** If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between City’s terms and Contractor’s terms, City’s terms shall take precedence. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

3.13 Section 11.15 No Third-Party Beneficiaries. The following section is hereby added to Article 11 of the Agreement:

11.15 **No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

3.14 Section 12.1 Appendices. Section 12.1 of the Agreement is replaced in its entirety to read as follows:

12.1. Appendices. 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 (dated July 1, 2026)

Appendix B, Budget (dated July 1, 2026)

Appendix C, Method of Payment

Appendix D, Lease

Appendix E, Real Estate Access to City Property

Appendix F, Memorandum of Understanding, HSH Facilities and Shelter Providers

3.15 Article 13 Data and Security. Article 13 of the Agreement is hereby replaced in its entirety to read as follows:

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such

information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved (Payment Card Industry (“PCI”) Requirements).

13.3 Reserved (Business Associate Agreement).

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables. Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

3.16 Appendix A, Services to be Provided, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated July 1, 2026), for the period of July 1, 2026 to June 30, 2029.

3.17 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2026), for the period of July 1, 2025 to June 30, 2029.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

**THE SAN FRANCISCO PARTICULAR COUNCIL OF
SOCIETY OF ST. VINCENT DE PAUL, DBA ST.
VINCENT DE PAUL SOCIETY OF SAN FRANCISCO**

Shireen McSpadden
Director
Department of Homelessness and Supportive
Housing

Patrick Schmalz
Co-Chief Executive Officer
City Supplier Number: 0000010571

Date: _____

Date: _____

Approved as to Form:
David Chiu
City Attorney

By: _____
Grace DiLaura
Deputy City Attorney

Date: _____

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Name of Purchaser
Authorized Signer

Date: _____

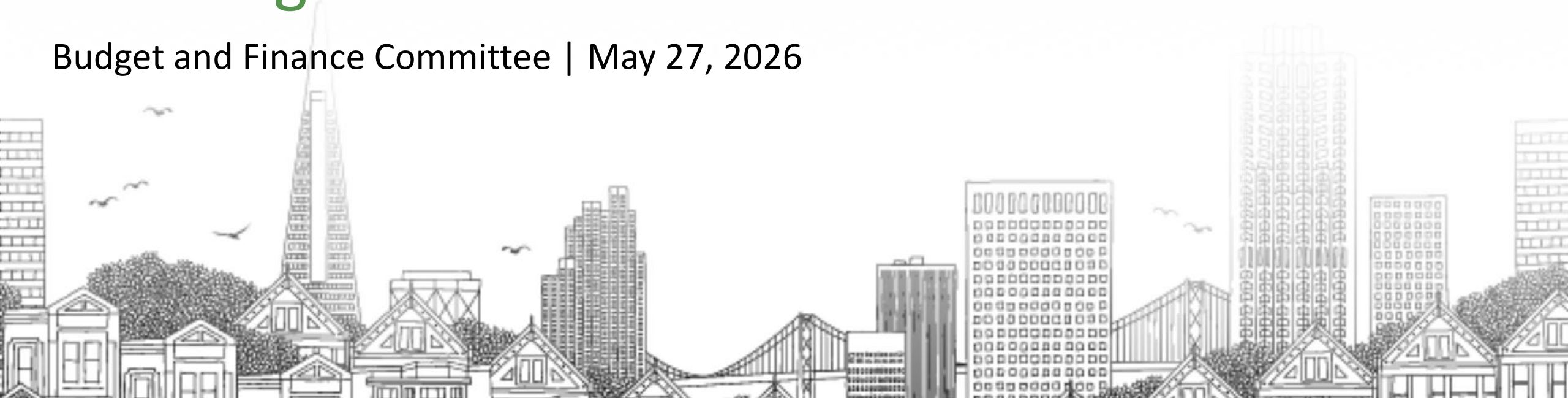


DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

St. Vincent de Paul: Division Circle Navigation Center

Grant Agreement 1st Amendment

Budget and Finance Committee | May 27, 2026



Proposed Amendment Details

- **Resolution:** Approve the **first amendment** to the contract between HSH and **St. Vincent de Paul Society of San Francisco** for **Division Circle Navigation Center**.
- **Term:**
 - Current Term: July 1, 2025 – June 30, 2026
 - Amended Term: **July 1, 2025 – June 30, 2029**
- **Amount:** Increases not-to-exceed amount by **\$27,545,286** for a total not-to-exceed amount of **\$37,091,971**.
- **Commission approval:** May 2026

Grant Agreement Overview

- This contract funds St. Vincent de Paul Society of San Francisco (SVdP) to operate **Division Circle Navigation Center**
- SVdP provides navigation center operations and support services to clients:
 - 24/7 emergency shelter
 - Showers, laundry, storage
 - Housing-focused case management
 - Onsite support groups and social activities
- SVdP can serve 186 guests per night





Program Context

- SVdP served 811 guests in Fiscal Year 2024-25 at Division Circle.
- Division Circle is located in the Mission neighborhood at 224 South Van Ness Avenue.
- Division Circle is a Navigation Center, a relatively new, low-barrier shelter model with amenities and services that offer flexibility for partners, pets and possessions.

Site Photos - Interior

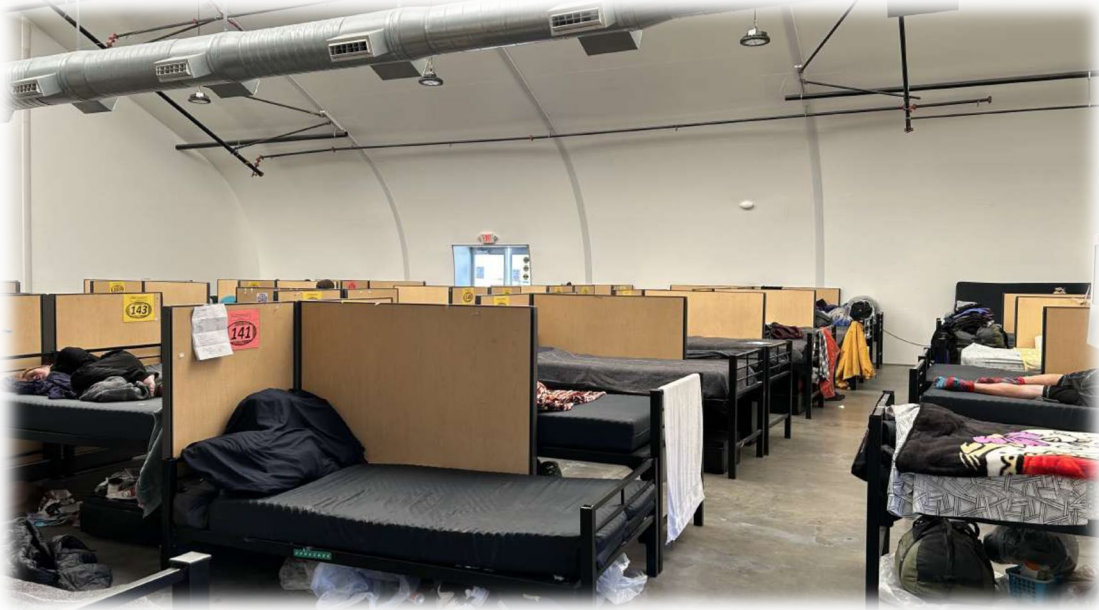


Photo: Sleeping area at Division Circle Navigation Center



Photo: Common area at Division Circle Navigation Center



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**AGREEMENT
between
THE CITY AND COUNTY OF SAN FRANCISCO
and
THE SAN FRANCISCO PARTICULAR COUNCIL OF SOCIETY OF ST. VINCENT DE
PAUL, DBA ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO**

This Agreement is made this **1st day of July, 2025**, in THE CITY AND COUNTY OF SAN FRANCISCO (“City”), State of California, by and between **THE SAN FRANCISCO PARTICULAR COUNCIL OF SOCIETY OF ST. VINCENT DE PAUL, DBA ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO** (“Contractor”) and City.

Recitals

WHEREAS, the Department of Homelessness and Supportive Housing (“Department”) wishes to procure Navigation Center services from Contractor; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21B, which authorizes Designated Departments to enter into Contracts and Leases for Core Initiatives by waiving or modifying certain requirements that may otherwise apply to those Contracts and Leases; and

WHEREAS, this is a contract for Services and the Local Business Entity (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004517; and

WHEREAS, approval for the Agreement was obtained on March 3, 2025 from the Civil Service Commission under PSC number DHRPSC0004938 which authorizes the award of multiple agreements, the total value of which cannot exceed \$77,000,000 and the individual duration of which cannot exceed three years; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions.

The following definitions apply to this Agreement:

- 1.1** "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- 1.2** "City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing," and the Department of Homelessness and Supportive Housing (HSH).
- 1.3** "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.
- 1.4** "CMD" means the Contract Monitoring Division of the City.
- 1.5** "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, State or Federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.
- 1.6** "Contractor" means The San Francisco Particular Council of Society of St. Vincent de Paul, DBA St. Vincent de Paul Society of San Francisco, located at 1175 Howard Street, San Francisco, CA 94103.
- 1.7** "Deliverables" means Contractor's or its subcontractors' work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A, Services to be Provided and Appendix B, Budget.
- 1.8** "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.
- 1.9** "Party" and "Parties" mean the City and Contractor either individually or collectively.

- 1.10** "Services" means the work performed by Contractor under this Agreement as specifically described in Appendix A, Services to be Provided and Appendix B, Budget, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement.

- 2.1** **Term.** The term of this Agreement shall commence on **July 1, 2025**, and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein.
- 2.2** **Options to Renew.** City has the option to renew the Agreement for a period of nine (9) additional years. City may exercise the option at City's sole and absolute discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters.

3.1 Certification of Funds; Budget and Fiscal Provisions.

- 3.1.1** **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will 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 the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

- 3.1.2** **Maximum Costs.** City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.2 Authorization to Commence Work. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 Calculation of Charges and Contract Not to Exceed Amount. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. The amount of this Agreement shall not exceed **Nine Million Five Hundred Forty Six Thousand Six Hundred Eighty Five Dollars (\$9,546,685)**, the breakdown of which appears in Appendix B, Budget. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

(a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **One Million Five Hundred Ninety One Thousand One Hundred Fourteen Dollars (\$1,591,114)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and

Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show, if applicable, the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers, complete description of Services performed, sales/use tax, contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System.)**

3.3.6 **Getting paid by City Services.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit SF City Partner at sfgov.org.

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 **Reserved. (Grant Funded Contracts.)**

3.3.8 **Payment Terms.**

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City has issued a check to Contractor or, if Contractor agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved. (Payment Discount Terms.)**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in

an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of work covered by the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, or San Francisco Labor and Employment Code Article 102 sections 102.2, 102.10, and 102.11 (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations ("DIR"), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the applicable prevailing wage rates are available from the City's Office of Labor Standards and Enforcement ("OLSE"). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates, as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors and DIR for such labor and services

3.6.4 Posted Notices. Contractor shall post job site notices prescribed by DIR at all job sites where Covered Services are to be performed.

3.6.5 Payroll Records. Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall

include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives and/or DIR.

- 3.6.6 **Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City and to DIR as specified by City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.
- 3.6.7 **Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.
- 3.6.8 **Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties

set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources.

- 4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, Services to be Provided. Officer and employees of the City are not authorized to request and City is not required to compensate for Services beyond those stated.
- 4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.
- 4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Budget.
- 4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.**
- 4.4.1 Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship

between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. 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 Contractor 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 Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Reserved. (Service Warranties.)

4.7 Reserved. (Liquidated Damages.)

4.8 Reserved. (Performance Bond.)

4.9 Reserved. (Fidelity Bond.)

4.10 Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity.

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) **Reserved. (Technology Errors and Omissions Insurance.)**
- (f) **Reserved. (Cyber and Privacy Insurance.)**
- (g) **Reserved. (Pollution Liability Insurance.)**

5.1.2 Additional Insured.

- (a) The Commercial General Liability policy must include as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability policy must include as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) **Reserved. (Pollution Additional Insured Endorsement.)**

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 **Primary Insurance.**

(a) The Commercial General Liability Insurance policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) **Reserved. (Pollution Liability Insurance as Primary Insurance.)**

5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance 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.

- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as Additional Insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

- 5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, State, or Federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

- 5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.
- 5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.
- 5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties.

- 6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF 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, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
- 6.2 Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.
- 6.3 Reserved. (Liability for Incidental and Consequential Damages.)**

Article 7 Payment of Taxes.

- 7.1 Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any state requirements for reporting sales and use tax paid by City under this Agreement.

- 7.2 Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a “possessory interest” for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.
- 7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to 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, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default.

8.1 Termination for Convenience.

- 8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”).
- 8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:
- (a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
 - (b) Halting the performance of all Services on and after the Termination Date.
 - (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
 - (d) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay

any or all claims arising out of the cancellation of such orders and subcontracts.

- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
- (f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10 % of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.
- (d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct:
(i) all payments previously made by City for Services covered by Contractor's

final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City’s payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Reserved (Working with Minors)
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (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 Contractor or of any substantial part of Contractor’s property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to

Contractor or with respect to any substantial part of Contractor’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 Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All 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 exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
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3.3.7(a)	Reserved (Grant Funded Contracts – Disallowance)	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Reserved (Liability for Incidental and Consequential Damages)	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables.

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor’s copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City’s prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference.

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated

by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

- 10.2 Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.
- 10.3 Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.
- 10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.
- 10.5 Nondiscrimination Requirements.**
- 10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor 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. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.
- 10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor 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.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.

Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance.

Labor and Employment Code Article 111 applies to this Agreement. Contractor 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. Contractor 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>. Contractor 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, Contractor certifies that it complies with Article 111.

10.8 Health Care Accountability Ordinance.

Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 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.

10.10 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall

have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor 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 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 City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor 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 contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure.)

10.13 Reserved. (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 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. Article 142 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.

10.15 Nonprofit Contractor Requirements.

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor 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. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

10.17.1 **Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor 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.

10.17.2 Waived pursuant to San Francisco Environment Code Chapter 24, Section 2406. (Packaged Water Prohibition.)

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 11 General Provisions.

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or email, and shall be addressed as follows:

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

If to Contractor: The San Francisco Particular Council of Society of St.
Vincent de Paul, dba St. Vincent de Paul Society of San
Francisco
1175 Howard Street
San Francisco, CA 94103
Attn: Patrick Schmalz
pschmalz@svdp-sf.org

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Reserved. (Information and Communication Technology Accessibility.)

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under Federal, State or local law.

11.5 Modification of this Agreement. 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.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Reserved. (Health and Human Service Contract Dispute Resolution Procedure.)

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

- 11.9 Entire Agreement.** This contract including appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”
- 11.10 Compliance with Laws.** Contractor shall keep itself fully informed of City’s Charter, codes, ordinances and duly adopted rules and regulations of City and of all State, and Federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.
- 11.11 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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.
- 11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, 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.
- 11.13 Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties’ complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City’s terms and Contractor’s printed terms attached, City’s terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor’s proposal, and Contractor’s printed terms, respectively. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.
- 11.14 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Department Specific Terms.

12.1 Appendices.

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, Lease

Appendix E, Real Estate Access to City Property

Appendix F, Memorandum of Understanding, HSH Facilities and Shelter Providers

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

Article 13 Data and Security.

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

13.3 Reserved. (Business Associate Agreement.)

13.4 Management of City Data.

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor.

Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 **Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring

notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature.

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

**THE SAN FRANCISCO PARTICULAR
COUNCIL OF SOCIETY OF ST.
VINCENT DE PAUL, DBA ST. VINCENT
DE PAUL SOCIETY OF SAN
FRANCISCO**

DocuSigned by:
Shireen McSpadden 7/25/2025
CAD7B781896B449...

Shireen McSpadden Date
Executive Director
Department of Homelessness and Supportive
Housing

Signed by:
Patrick Schmalz 7/24/2025
7B590568094C45D

Patrick Schmalz Date
Chief Executive Officer
City Supplier Number: 0000010571

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
Adam Radtke 7/25/2025
1AEBFA6D5E35481
By: _____
Adam Radtke Date
Deputy City Attorney

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

DocuSigned by:
Wilton Alderman 7/28/2025
A22523F97D49425...
By: _____
Wilton Alderman Date

Appendix A, Services to be Provided
by
St. Vincent de Paul Society of San Francisco
Division Circle Navigation Center
(In Memory of Brian Quinn)

I. Purpose of Contract

The purpose of this contract is to provide Support Services and Shelter Operations at Division Circle Navigation Center.

II. Served Population

Contractor shall serve adults, aged 18 and over, without custody of minor children, who are experiencing homelessness, who have no fixed, regular, and adequate nighttime residence, are unsheltered, and have a need for adequate emergency nighttime sleeping accommodations.

III. Referral and Prioritization

Contractor shall provide services to those who meet Department of Homelessness and Supportive Housing (HSH) established eligibility requirements for the served population and utilize the referral system required by the City.

IV. Description of Services

Contractor shall provide a low barrier, harm reduction model, with limited rules, focused on specific guest actions rather than functional addictions or problems, to the total number of guests listed in Appendix B, Budget (“Number Served” tab).

A. Support Services

Contractor shall provide support services to guests. Participation in support services is voluntary and shall be available to all guests in the service location. Support services shall include, but are not limited to, the following:

1. Intake: Contractor shall conduct an intake, and make any updates, to determine and document guest identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include creating a guest profile in the Online Navigation and Entry (ONE) System as needed, established Release of Information (ROI) consent forms that support exchange of guest information with program partners, including the data tracking partners for purposes of program analysis.
2. Assessment and Individual Service Plan: Contractor shall conduct a support services assessment to document guest needs. Contractor shall create service plans based on intake and assessment information. Service plans shall include issues identified by the guest and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the guest’s stay.
3. Engagement: Contractor shall actively engage guests to support their connection to needed services, progress on their individual service plans and end guest homelessness. Contractor shall create a regular schedule of outreach to guests and

shall provide services based on guest services plans and goals. Contractor shall provide outreach to and offer onsite services and/or referrals to all guests who display indications of placement instability. This includes, but is not limited to, discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other Navigation Center guests.

4. Case Management:
 - a. Contractor shall provide ongoing meetings and counseling services with guests to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
 - b. Contractor shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Contractor shall use these interactions to present placement options that are individual, and couple focused, as appropriate to guest situation and needs.
 - c. Contractor shall assist guests in Housing Referral Status stays in applying for and securing the required documents needed to become “document ready” for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Contractor shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired “Document Readiness” documents into the ONE System via the protocol developed by HSH. Contractor shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when guests show signs of difficulty or lack of progress in acquiring necessary documentation.

5. Benefits Navigation: Contractor shall work in partnership with Human Services Agency (HSA) to assist eligible guests to obtain benefits such as Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. HSA will outstation San Francisco Benefit Network (SFBN) and CAAP Eligibility Workers (EWs) at navigation center sites with the goals of fully integrating benefits application services into the navigation center environment and approving guests for benefits without requiring them to go to HSA offices. Contractor shall provide on-site services space for the HSA EWs.

Contractor shall assist guests with keeping appointments including for housing, medical, employment, and other benefits as needed.

6. Wellness Checks: Contractor shall conduct wellness checks in accordance to HSH policy to assess guest safety when there is reason to believe the guest is in immediate and substantial risk due to a medical and/or psychiatric emergency. Contractor shall refer guest to shelter health or behavioral health services as needed.

7. Emergency Response and Conflict Resolution: Contractor shall provide staff who are equipped to respond to emergency situations and are able to provide de-escalation and conflict resolution.
8. Support Groups, Social Events and Organized Activities: Contractor shall provide guests with opportunities to take part in organized gatherings for peer support, as appropriate. These functions may be provided by outside individuals or groups that the Contractor has approved, who understand and adhere to confidentiality and equal access for all guests. These events may be planned with or based on input from guests and shall be held onsite.
9. Referrals and Coordination of Services:
 - a. Contractor shall link Navigation Center guests to HSH Access Points, in order for the guests to receive Problem-Solving and/or a Coordinated Entry assessment. Contractor shall request the services of the Mobile Access Point team for any guests who display indications of difficulty getting to an HSH Access Point.
 - b. Contractor shall assist guests to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with guests regarding the process, and, as necessary, re-referral.
 - c. Contractor shall escort guests to critical off-site appointments, particularly those related to benefits and exit placements, and support guests to keep appointments. When needed, Contractor shall provide bus tokens and/or transportation vouchers to assist guests in getting to critical appointments.
10. Reasonable accommodations, transfers, and other supports in accordance with HSH policy; and
11. Exit Planning: Contractor shall provide exit planning to guests preparing to leave the Navigation Center for any number of reasons, including but not limited to guests moving into permanent supportive housing, guests about to be issued a DOS, and guests who are talking about leaving the program. Contractor shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status guests exit their Navigation Center program.

B. Operations

Contractor shall operate the Division Circle Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation¹ unless otherwise directed by the City in cases of public health or other emergency situations.

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

1. Contractor shall operate the Division Circle Navigation Center to accommodate the number of beds outlined in the Appendix B, Budget (“Number Served” tab).
2. Contractor shall provide safe and clean sleeping accommodations.
3. Access: Contractor shall provide program access without a curfew 24 hours a day, seven day a week for guests.
4. Reservations: Contractor shall accept and facilitate reservations when applicable, in accordance with the facility’s hours of operation.
5. Accommodations: Contractor shall provide at minimum, one clean blanket, two clean sheets, one pillowcase, and mat, cot, or bed, as appropriate for the shelter facility, configuration, capacity, and approved by the City.
6. Meals: Contractor shall facilitate storage, heating, and distribution of breakfast and dinner to guests with active reservations following the menu pattern developed by the Department of Public Health (DPH) Registered Dietitian (RD). Meals will be provided by a third-party vendor.
7. Pets: Contractor shall provide a program that is pet-friendly, as well as accommodating to companion, service and support animals.
8. Community Space: Contractor shall provide and maintain a guest community/gathering space that is available away from sleeping areas for guest use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
9. Facility: Contractor shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, guest service areas, main guest entrance point, and guest laundry facilities and detergents to facilitate fair use by all guests.
10. Contractor shall maintain a guest and service partner log to record entries and exits.
11. Storage: Contractor shall provide property storage in addition to what is provided in the sleeping accommodations for guests with secure and controlled access at the program site 24 hours a day, seven days a week.
12. Notice: Contractor shall provide written notice or warning to guests related to any issue that may affect ongoing stay, including, but not limited to, violations of program rules and actions that are in violation of the rules agreement. All written notice or warnings shall be shared with support services staff.

V. Location and Time of Services

Contractor shall provide services at 224 South Van Ness Avenue, San Francisco, CA 94103, 24 hours per day, seven days a week. Contractor shall provide staffing coverage 24 hours a day, seven days per week including holidays.

VI. Service Requirements

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Contractor shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Contractor under the Services, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.
- B. Shelter Expansion: To respond to weather or other emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. Contractor shall be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Contractor shall use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City or other contracted staff in order to respond to emergencies.
- C. Facilities:
1. Contractor, in partnership with HSH Facilities, or through its vendors and/or subcontractors, shall maintain site and facilities in full compliance with requirements of the law, local standards², and HSH's Memoranda of Understanding (MOU) between HSH Facilities and Shelter Providers.
 2. Contractor shall ensure that the site is well maintained, clean, safe, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Contractor shall ensure that janitorial services shall occur regularly, per shift.

² Including, but not limited to Shelter Standards of Care, as applicable:

https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200

3. Contractor shall respond to all site related requests and complaints promptly and in a manner that ensures the safety of guests and Contractor staff. Contractor shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
 4. Contractor shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility.
 5. Contractor shall obtain and manage vendors for essential site services including, but not limited to, black/greywater pumping and Recology services.
- D. Language and Interpretation Services: Contractor shall ensure that translation and interpreter services are available, as needed. Contractor shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website:
<https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- E. Safety and De-Escalation: Contractor shall ensure the general safety of the served population, staff, visitors, and property by providing staff trained in safety and de-escalation or through a security services provider during peak operational days and hours, as determined by Contractor and approved by HSH. Days and hours of coverage shall be on record with the HSH Program Manager. Safety and de-escalation shall include, but is not limited to:
1. Greeting the served population, staff, visitors, and conducting search of persons and property prior to entering sites for potentially dangerous items;
 2. Utilization of a system by which possessions may be checked and safely and securely stored, as directed;
 3. Regular patrol of the site and surrounding program area to ensure compliance with HSH's Good Neighbor Policy as described in the Good Neighbor Policies section;
 4. Utilization of a system with written documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis; and
 5. Assistance with conflict de-escalation and crisis management.
- F. Health Screening and Certifications: Contractor shall obtain and maintain all required staff health screenings and certifications, including by not limited to, staff Tuberculosis testing; CPR/First Aide; and AED certifications.
- G. Staffing: Contractor shall provide the staff necessary to effectively administer Navigation Center services as defined in part by the shelter Standards of Care. Staff shall include, but not be limited to:
1. Contractor shall employ at least one staff member on each shift who has at least one year of experience in providing services to people experiencing homelessness, or comparable experience.
 2. Contractor shall employ at least one staff member on each shift who is identified as the American with Disabilities Act (ADA) Liaison and post the name of the staff on duty near the front desk.

3. Contractor shall provide at least one front line staff at each site for each shift that is bilingual in English and Spanish.

H. Case Management Ratio: Contractor shall maintain a minimum 1:25 ratio of case management staff to guests.

I. Staff Training: Contractor shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement). Contractor shall keep an accurate Staff Training log to document all trainings attended by staff.

J. Meals and Food Safety

Contractor shall meet the following meal-related requirements:

1. Provide meals for guests following the menu pattern developed in consultation with DPH. Meals shall meet the minimum portion sizes listed for each of the food groups. Menus shall be reviewed by the DPH Registered Dietitian (RD) annually to meet the established menu pattern, portion sizes, and vegetarian and religious/diet accommodations;
2. Partner with DPH RD to conduct annual monitoring and evaluation of food service safety/sanitation, meal preparation/service, and menu documentation using Shelter Nutrition Monitoring Tool developed by DPH;
3. Ensure the annual nutrition monitoring report includes recommendations and actions that Contractor has taken to address any compliance issues noted; and
4. Contractor shall ensure that at least one staff person responsible for food service has a valid Food Safety Certification.
5. Offer guests meals and track usage by guest, as well as overall meal distribution using a daily ledger;
6. Manage the means to heat or maintain refrigeration of prepared food as appropriate for distribution
7. Compliance with all meal requirements within the Shelter Standards of Care.

K. Record Keeping and Files:

1. Contractor shall maintain confidential files on the served population, including developed plans, notes, guest agreement, ROI and progress notes.
2. Contractor shall maintain confidential files for active and previously active guests, and document support service usage.
3. Contractor shall maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
4. Contractor shall maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

- L. Case Conferences: Contractor shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.
- M. Admission Policy: Contractor admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- N. Feedback, Complaint and Follow-up Policies: Contractor shall provide means for the served population to provide input into the program. Feedback methods shall include:
1. Shelter Community Meetings: Contractor shall conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Contractor should set up the means to provide feedback at future community meetings or by other means.
 2. Complaint Process: Contractor shall establish and maintain a written Grievance Procedure for guests, which shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a guest can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the guest to contact after the guest has exhausted Contractor's internal Grievance Procedure.
 - e. Contractor shall, at program entry, review and provide a copy of this procedure, and any amendments, to each guest and obtain a signed copy of the form from the guest, which must be maintained in the guest's file. Additionally, Contractor shall post the policy at all times in a location visible to guests, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.
 3. Contractor shall offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, gauge satisfaction and assess the effectiveness of services and systems within the program. Contractor shall offer assistance to the served population regarding completion of the survey in a confidential way if the written format presents any problem.
 4. Contractor shall respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

- O. City Communications and Policies: Contractor shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:
1. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
 2. Regular communication to HSH about the implementation of the program as required and upon request;
 3. Attendance at HSH meetings and trainings, as required;
 4. Attendance at required ADA and access for persons with disabilities trainings;
 5. Attendance at the Shelter Monitoring Committee meetings;
 6. Adherence to the Shelter Grievance Policy, including the processes regarding denials of service unless Contractor is otherwise dictated by City emergency requirements;
 7. Adherence to the HSH Cold/Wet Weather Policy;
 8. Adherence to the HSH's Shelter service/companion/support animal policy; and
 9. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the DPH.
- P. Critical Incident Reports: Contractor shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 72 of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions must be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.
- Q. Disaster and Emergency Response Plan: Contractor shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Contractor shall update the site plan as needed and Contractor shall train all employees regarding the provisions of the plan for their sites.
- R. Coordination with Other Service Providers: Contractor shall establish written MOUs with service provider partners to formalize collaboration and roles and responsibilities.
- S. Good Neighbor Policies: Contractor shall maintain a good relationship with the neighborhood, including:
1. Contractor shall work with neighbors, HSH, San Francisco Police Department (SFPD), Department of Public Works (DPW), DPH, Department of Emergency Management (DEM)/Healthy Streets Operations Center (HSOC), and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.

2. Contractor shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
3. Contractor shall provide a phone number to all interested neighbors that will be answered at 24 hours a day by a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
4. Contractor shall minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Contractor will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests.
5. Contractor shall actively discourage and address excessive noise from program participants. Contractor will coordinate with other service providers and City agencies, as necessary to address this issue if just outside the program site.
6. Contractor shall actively discourage loitering and public drug use in the area immediately surrounding the program. Contractor will coordinate with other service providers and City agencies, as necessary, to address this issue.
7. Contractor shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
8. Contractor shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
9. Contractor will conduct at minimum 3 daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
10. Contractor shall immediately report to San Francisco Homeless Outreach Team (SFHOT) or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
11. Contractor will actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
12. Contractor will abate any graffiti on the site within 24 hours, weather permitting.
13. Contractor will report graffiti in the immediate area to 311.

T. Data Standards:

1. Contractor shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process³, including but not limited to:
 - a. Entering all client data within three business days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for enrollment, exit, and (if applicable) move in; and
 - c. Running monthly data quality reports and correcting errors.
2. Data entered in the ONE System shall meet or exceed the ONE System CDQI Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
3. Contractor shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or

³ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Contractor shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall provide clear instructions to all Contractors regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Contractors via written notice at least one month prior to expected implementation.

U. Harm Reduction: Contractor shall integrate harm reduction principles into service delivery and agency structure as well as follow the HSH Overdose Prevention Policy⁴. Contractor staff who work directly with guests shall participate in annual trainings on harm reduction, overdose recognition and response.

V. Housing First: Contractor services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

W. Confidentiality:

1. Contractor shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Contractor, HSH, and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.
2. Contractor shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive, maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Contractor’s employees, agents, and subcontractors, if any, comply with all of the foregoing.
3. Contractor shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to client data shared under this Grant Plan or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests without first notifying City.
4. In the event that Contractor becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Contractor shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such

⁴ Please refer to Providers Connect: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a>

confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence; and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.

5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

X. MOU Compliance: Contractor acknowledges that the property is subject to a lease agreement between the City, as tenant, and STATE OF CALIFORNIA as landlord, dated as of March 1, 2018, which is attached and incorporated into this agreement as Appendix D (the "**Lease**"). Contractor will comply with all terms and conditions of the Lease in the performance of the Services, including but not limited to terms and conditions related to the City's permitted use of Property, and will cooperate with the City to ensure compliance with the Lease. In particular, the Lease provides that no alterations, installations, additions, or improvements to the Property may be made without the prior written consent of the Landlord. Prior to the expiration or termination of the Lease, Contractor must cooperate with City to ensure City's timely surrender of the Property in accordance with the terms of the Lease and to minimize City's liability to Landlord in accordance with the terms of the Lease. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

VII. Service Objectives

Contractor shall achieve the following service objectives:

- A. Contractor shall provide intake and program orientation, including ONE System enrollment, to 100 percent of all initial guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
- B. Contractor shall create a service plan for 95 percent of participants within two weeks of arrival to the site. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- C. Contractor shall ensure 100 percent of guests shall be offered referral for problem-solving and/or assessment via Coordinated Entry within one week of placement at the Navigation Center.
- D. Contractor shall administer and achieve a minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period shall complete the survey instrument approved by HSH.
- E. Contractor shall ensure 100 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.

- F. Contractor shall ensure 100 percent of guests shall be offered relocation assistance and assessment for problem-solving and/or Adult Coordinated Entry within one week of placement.

VIII. Outcome Objectives

Contractor shall achieve the following outcome objectives:

- A. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.
- B. A minimum of 80 percent of Housing Referral Status guests will receive support gathering and uploading of vital documents into the ONE system and meet document readiness standards within six months of initial intake.

IX. Reporting Requirements

Contractor shall input data into systems required by HSH, such as ONE system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Contractor shall report daily by 8:30 am, to HSH, beds ready for Navigation Center placements. Contractor shall report to HSH Program Manager any beds that will be off-line for more than one day.
- B. Contractor shall input data into systems required by HSH such as the ONE system.
- C. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Contractor shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- D. Contractor shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Contractor will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- E. Contractor shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Contractor. Contractor will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- F. Contractor shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Contractor's services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made

available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

- G. Contractor shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- H. Contractor shall submit Project Descriptor data elements as described in U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

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

X. Monitoring Activities

- A. Program Monitoring: Contractor is subject to program monitoring and/or audits, such as, but not limited to, review of the following: guest files, Contractor's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE system may include, but not be limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, 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.

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	7/1/2025		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	7/1/2025	6/30/2026	1
6	Amended Term	7/1/2025	6/30/2026	1
7	Provider Name	St. Vincent de Paul Society of San Francisco		
8	Program	Division Circle		
9	FSP Contract ID#	1000035809		
10				
11	APPROVED SUBCONTRACTORS			
12	None			
13				
14				
15				
16				
17				
18				
19				
20				
21				

BUDGET HISTORY:

#	Date of Budget Change	Contract Action	Budget Change Type	Ongoing / One-Time	Change Amount	Asana Approval Link	Change Description
1	7/1/2025	New Agreement	N/A	N/A	\$ 7,955,571.00	https://app.asana.com/1/1115839437452405/project/1193046179778671/task/1210622008250230?focus=true	New Agreement for the period of July 1, 2025 to June 30, 2026

	A	B	C	D	E	F	G	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	Document Date	7/1/2025						
4	Contract Term	Begin Date	End Date	Duration (Years)				
5	Current Term	7/1/2025	6/30/2026	1				
6	Amended Term	7/1/2025	6/30/2026	1				
7	Provider Name	St. Vincent de Paul Society of San Francisco						
8	Program	Division Circle						
9	F\$P Contract ID#	1000035809						
10								
11								
12	NUMBER SERVED				Year 1			
13	Service Component				7/1/2025 - 6/30/2026			
14	Navigation Center Guests: Housing Support - Emergency Shelter- Adults [details in Appx A]				186			

	A	B	C	D	F	G	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	Document Date	7/1/2025						
4	Contract Term	Begin Date	End Date	Duration (Years)				
5	Current Term	7/1/2025	6/30/2026	1				
6	Amended Term	7/1/2025	6/30/2026	1				
7	Provider Name	St. Vincent de Paul Society of San Francisco						
8	Program	Division Circle						
9	F\$P Contract ID#	1000035809						
10	Contract Action (Select)	New Agreement						
11	Effective Date	7/1/2025						
12	Budget Name	General Fund & Prop C - Navigation Cente						
13	Funding:	Current	New					
14	Term Budget	\$ -	\$ 7,955,571	20%				
16	Contingency	\$ -	\$ 1,591,114					
17	Not-To-Exceed (NTE)	\$ -	\$ 9,546,685					
18					Year 1		All Years	
19					7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
20					12 Months	12 Months	0	New
21					0	New		
22								
23	EXPENDITURES							
24	Salaries & Benefits	\$ 6,014,902	\$ 6,014,902	\$ 6,014,902	\$ 6,014,902	\$ 6,014,902	\$ 6,014,902	
25	Operating Expenses	\$ 902,986	\$ 902,986	\$ 902,986	\$ 902,986	\$ 902,986	\$ 902,986	
26	Subtotal	\$ 6,917,888	\$ 6,917,888	\$ 6,917,888	\$ 6,917,888	\$ 6,917,888	\$ 6,917,888	
27	Indirect Percentage	15.00%						
28	Indirect Cost	\$ 1,037,683	\$ 1,037,683	\$ 1,037,683	\$ 1,037,683	\$ 1,037,683	\$ 1,037,683	
29	Other Expenses (Not Eligible for Indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
30	Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
32	TOTAL EXPENDITURES	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	
33								
34	HSH REVENUES* (Select)							
35	General Fund - Ongoing	\$ 7,289,359	\$ 7,289,359	\$ 7,289,359.00	\$ 7,289,359	\$ 7,289,359	\$ 7,289,359	
36	Prop C	\$ 666,212	\$ 666,212	\$ 666,212	\$ 666,212	\$ 666,212	\$ 666,212	
54	TOTAL HSH REVENUES	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	\$ 7,955,571	
64	Rev-Exp (Budget Match Check)			\$ -	\$ -	\$ -	\$ -	

	A	B	C	D	E	F	H	I	BV	BW	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	APPENDIX B, BUDGET										
3	SALARY & BENEFITS DETAIL										
4	Document Date	7/1/2025									
5	Provider Name	St. Vincent de Paul Society of San Francisco									
6	Program	Division Circle									
7	FSP Contract ID#	1000035809									
8	Budget Name	General Fund & Prop C - Navigation Center									
9											
10											
11								Year 1		All Years	
12	Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026		7/1/2025 - 6/30/2026		
13					12 Months	12 Months	Change	Budgeted Salary	Change	Budgeted Salary	
14	\$ -	New	New								
15	POSITION TITLE	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Change	Budgeted Salary	Change	Budgeted Salary		
16	Homeless Services Director	\$ 135,909	1.00	40%	0.40	\$ 54,363	\$ 54,363	\$ 54,363	\$ 54,363		
17	Program Director	\$ 90,000	1.00	100%	1.00	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000		
18	Assistant Site Manager	\$ 76,220	1.00	100%	1.00	\$ 76,220	\$ 76,220	\$ 76,220	\$ 76,220		
19	Program Assistant	\$ 72,100	1.00	100%	1.00	\$ 72,100	\$ 72,100	\$ 72,100	\$ 72,100		
20	Shift Supervisors	\$ 70,802	3.00	100%	3.00	\$ 212,406	\$ 212,406	\$ 212,406	\$ 212,406		
21	Assistant Shift Supervisors	\$ 59,280	6.00	100%	6.00	\$ 355,680	\$ 355,680	\$ 355,680	\$ 355,680		
22	Client Support Coordinators	\$ 55,869	34.00	100%	34.00	\$ 1,899,539	\$ 1,899,539	\$ 1,899,539	\$ 1,899,539		
23	Maintenance Manager	\$ 73,719	1.00	100%	1.00	\$ 73,719	\$ 73,719	\$ 73,719	\$ 73,719		
24	Janitorial Workers	\$ 50,440	11.60	100%	11.60	\$ 585,104	\$ 585,104	\$ 585,104	\$ 585,104		
25	Case Managers	\$ 64,501	8.00	100%	8.00	\$ 516,006	\$ 516,006	\$ 516,006	\$ 516,006		
26	Case Manager Supervisor	\$ 82,400	1.00	100%	1.00	\$ 82,400	\$ 82,400	\$ 82,400	\$ 82,400		
27	Laundry Worker	\$ 53,976	1.40	100%	1.40	\$ 75,566	\$ 75,566	\$ 75,566	\$ 75,566		
28	Food Services Coordinators	\$ 50,960	6.00	100%	6.00	\$ 305,760	\$ 305,760	\$ 305,760	\$ 305,760		
29	Handyman	\$ 61,360	1.00	100%	1.00	\$ 61,360	\$ 61,360	\$ 61,360	\$ 61,360		
30	Maintenance Worker Lead	\$ 52,520	2.00	100%	2.00	\$ 105,040	\$ 105,040	\$ 105,040	\$ 105,040		
31	Volunteer Engagement Coordinator	\$ 87,550	1.00	30%	0.30	\$ 26,265	\$ 26,265	\$ 26,265	\$ 26,265		
56	TOTAL SALARIES:					\$ 4,591,528	\$ 4,591,528	\$ 4,591,528	\$ 4,591,528		
57	TOTAL FTE :					78.70					
58	FRINGE BENEFIT RATE:					31.00%	31.00%				
59	EMPLOYEE FRINGE BENEFITS:					\$ 1,423,374	\$ 1,423,374	\$ 1,423,374	\$ 1,423,374		
60	TOTAL SALARIES & BENEFITS:					\$ 6,014,902	\$ 6,014,902	\$ 6,014,902	\$ 6,014,902		

	A	B	D	E	AH	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING					
2	APPENDIX B, BUDGET					
3	OPERATING DETAIL					
4	Document Date	7/1/2025				
5	Provider Name	St. Vincent de Paul Society of San Francisco				
6	Program	Division Circle				
7	F\$P Contract ID#	1000035809				
8	Budget Name	General Fund & Prop C - Navigation Center				
9						
10			Year 1		All Years	
11			7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
12			12 Months	12 Months		
13				New		New
14	OPERATING EXPENSES		Change	Budgeted Expense	Change	Budgeted Expense
15	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$ 273,458	\$ 273,458	\$ 273,458	\$ 273,458
16	Recology Service		\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
17	Office Supplies/Postage		\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000
18	Staff Training		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
19	Travel		\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
20	Equipment Rental/Lease		\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900
21	Insurance		\$ 5,592	\$ 5,592	\$ 5,592	\$ 5,592
22	Building Maintenance Supplies and Repair		\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000
23	Recruitment Cost		\$ 3,616	\$ 3,616	\$ 3,616	\$ 3,616
24	Cable TV & Internet Services		\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000
25	Cell Phones (EE stipend, or purchased equip)		\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600
26	Client Supplies		\$ 86,400	\$ 86,400	\$ 86,400	\$ 86,400
27	Client Food (bottled water, snack & general)		\$ 54,000	\$ 54,000	\$ 54,000	\$ 54,000
28	Client Transportation		\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
29	Vehicle Expenses		\$ -	\$ -	\$ -	\$ -
30	Cleaning and Janitorial Services		\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000
31	Security System Lease & Monitoring		\$ 5,946	\$ 5,946	\$ 5,946	\$ 5,946
32	Client Database Software		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
33	SF WASH		\$ 54,000	\$ 54,000	\$ 54,000	\$ 54,000
57	<u>Consultants/Temporary Staffing</u>					
58	Language Line		\$ 11,474	\$ 11,474	\$ 11,474	\$ 11,474
69	TOTAL OPERATING EXPENSES		\$ 902,986	\$ 902,986	\$ 902,986	\$ 902,986

A	B	C	D	E	F
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING				
2	APPENDIX B, BUDGET				
3	BUDGET NARRATIVE				
4	General Fund & Prop C - Navigation Cent		Fiscal Year FY25-26		
5	Salaries & Benefits	<u>Adjusted Budgeted</u> FTE	<u>Budgeted</u> Salary	Justification	Calculation
6	Homeless Services Director	0.40	\$ 54,363	The Homeless Services Director oversees the implementation of City-funded contract deliverables across SVDP-SF's homeless service programs, ensuring alignment with the organization's mission to end homelessness. This leadership role is responsible for strategic planning, compliance, and performance monitoring to ensure high-quality, trauma-informed services. The Director supervises program site directors and leadership staff, providing support to ensure effective service delivery, staff development, and alignment with contract goals. They work closely with leadership to support budget forecasting and monitor expenditures to ensure efficient use of resources within City and organizational guidelines. The Director plays a key role in fostering a positive organizational culture that attracts, retains, and motivates a diverse team, while ensuring compliance with employment laws and internal policies. They facilitate regular leadership meetings to strengthen communication, accountability, and program alignment. As the primary liaison to the Department of Homelessness and Supportive Housing (HSH), Human Services Agency (HSA), and the Mayor's Office of Housing and Community Development (MOHCD), the Director represents SVDP-SF in ongoing collaboration and system-wide initiatives. They also engage in advocacy and strategic partnerships through networks such as the Homeless Emergency Services Provider Association (HESPA). This role is instrumental in advancing supportive housing opportunities, strengthening guest engagement, and fostering transparency and productive relationships with public partners and community stakeholders.	5227.21 x 0.4 x 26 = 54363
7	Program Director	1.00	\$ 90,000	The Program Director is responsible for the direct supervision of key staff, including the Program Assistant, Case Manager Supervisor, Maintenance Manager, and Assistant Site Manager. This role oversees the daily operations of the Navigation Center and ensures full implementation of all policies and procedures. Responsibilities include screening, interviewing, hiring, and onboarding new employees, as well as ensuring consistent and effective service delivery, including oversight of the ONE system for client entry. The Program Director provides ongoing supervision and staff development, including setting performance goals, monitoring progress, offering coaching, and addressing personnel issues as needed. The role also involves compiling and maintaining statistical data for internal and external reporting, supporting accurate timekeeping by reviewing and correcting timecards in collaboration with supervisors, and reviewing bi-weekly payroll summaries for accuracy. The Program Director leads regular staff meetings, communicates essential updates from senior leadership, and participates in ongoing training and professional development to strengthen program outcomes and team performance.	3461.54 x 1 x 26 = 90000
8	Assistant Site Manager	1.00	\$ 76,220	The Assistant Site Manager supports the Site Manager in overseeing the day-to-day operations of the Navigation Center. This role provides direct supervision to Shift Supervisors and Assistant Shift Supervisors, offering coaching, guidance, and disciplinary support as needed. The Assistant Site Manager ensures that shift supervisors, case managers, and support staff are present, prepared, and equipped to deliver high-quality care and services to program participants. They are responsible for ensuring adherence to the client intake process and accuracy in data entry across all relevant systems. This role also ensures that staff understand and follow the shelter training manual and that program and client data systems are regularly updated. The Assistant Site Manager collaborates with program data staff and leadership to fulfill data requests and support database updates. Additionally, the role includes oversight of facility operations, including maintenance, food services, supportive services, and vendor relationships, while supervising all staff and addressing personnel matters as they arise.	2931.54 x 1 x 26 = 76220
9	Program Assistant	1.00	\$ 72,100	The Program Assistant provides comprehensive administrative support to ensure the efficient operation of the Navigation Center. Key responsibilities include scheduling meetings and staff trainings, submitting facility maintenance requests, processing site invoices, conducting reference checks, and managing general office administration. The Program Assistant coordinates guest appointments with referral agencies for services such as education, vocational training, employment, housing, medical care, substance use treatment, mental health support, and government benefits (e.g., GA, SSI, Medi-Cal). They also provide new shelter guests with essential orientation information, including program rules, bed assignments, clinic services, and laundry access. The role includes maintaining accurate data in the Navigation Center's client database, entering statistical information for reporting purposes, and ensuring the availability and organization of office and program supplies. Additionally, the Program Assistant helps develop and maintain up-to-date informational resources for shelter guests, including current housing opportunities and service listings.	2773.08 x 1 x 26 = 72100
10	Shift Supervisors	3.00	\$ 212,406	The Shift Supervisor is responsible for overseeing up to 15 staff members during their assigned shift, including Client Support Coordinators, Maintenance Workers, Food Service Coordinators, and Case Managers. This role ensures smooth daily operations by conducting staff check-ins, reviewing timecards, and addressing personnel matters, including initiating disciplinary actions when necessary. The Shift Supervisor manages participant enrollment into the ONE system, responds to critical incidents and emergencies, and ensures proper implementation of the Standards of Care legislation and the Navigation Center Grievance Policy. Additionally, the Shift Supervisor monitors facility conditions to ensure the cleanliness, safety, and overall maintenance of the Navigation Center during their shift.	2723.15 x 3 x 26 = 212406
11	Assistant Shift Supervisors	6.00	\$ 355,680	The Assistant Shift Supervisor supports the day-to-day operations of the Navigation Center and assumes full supervisory responsibilities in the absence of the Shift Supervisor. This role oversees up to 15 staff members per shift, including Client Support Coordinators, Maintenance Workers, Food Service Coordinators, and Case Managers. Key responsibilities include conducting staff check-ins, reviewing timecards, supporting performance coaching, and addressing minor disciplinary matters. The Assistant Shift Supervisor assists with participant enrollment into the ONE system, responds to guest concerns and emergency situations, and helps enforce shelter policies, including the Standards of Care legislation and the Navigation Center Grievance Policy. This role also ensures the overall cleanliness and maintenance of the facility, and is responsible for issuing shelter warnings or denials of service when necessary, in alignment with organizational protocols.	28.5 x 6 x 2080 = 355680
12	Client Support Coordinators	34.00	\$ 1,899,539	Work with clients to resolve problems, monitor and control activities in the Navigation Center ensuring the safety of clients and staff, assist with maintenance and cleanliness of shelter. Enter client data into database using provided software program. Make area checks as assigned. Assist with providing resource and referral information for clients. Assist clients with navigating the criteria for housing.	26.86 x 34 x 2080 = 1899539
13	Maintenance Manager	1.00	\$ 73,719	Supervises, coaches, evaluates and trains maintenance staff. OSHA compliance with regard to employee safety including training and MDS sheets. General property maintenance, pest control and basic repairs. Maintains cleanliness of the shelter utilizing proper staffing and support as needed. Orders all cleaning supplies and janitorial products as necessary to stock the shelter.	2835.35 x 1 x 26 = 73719

		A	B	C	D	E	F	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	BUDGET NARRATIVE							
4	General Fund & Prop C - Navigation Cent	Fiscal Year						
		FY25-26						
		Adjusted						
		Budgeted	Budgeted					
		FTE	Salary			Justification	Calculation	
5	Salaries & Benefits							
14	Janitorial Workers	11.60	\$ 585,104			Clean the interior areas, restrooms and yards of the Navigation Center. Perform daily, weekly and monthly duties as assigned by the Shift Supervisor such as cleaning beds and lockers as interior of sleeping areas. Clean the outside perimeter of the Navigation Center daily, including sweeping, watering plants and cleaning the garbage bin area, and surrounding neighborhood as needed.	24.25 x 11.6 x 2080 = 585104	
15	Case Managers	8.00	\$ 516,006			Provide direct client services: individual counseling, case management, advocacy and accompaniment. Create a service plan for each client with key issues prioritized. Partner with service providers to meet each client's service plan goals by coordinating care. Assist clients in maintaining stability by offering support and linkage to services. Maintain electronic client records, individual case files, daily logs, and service statistics in an accurate and timely manner. Participate in regular staff meetings including case management meetings and program development. Participate in on-going staff development and training.	31.01 x 8 x 2080 = 516006	
16	Case Manager Supervisor	1.00	\$ 82,400			Ensure the professional and sound operation of SF Coordinated Entry Case Management Services at Division Circle Navigation Center, including regularly monitoring client activity related to achieving personal and programmatic goals by Case Managers, and providing corrective action revisions to case plans as needed. Hire, supervise and evaluate case management staff. Supervise a case management staff with diverse areas of expertise including housing navigation services, housing placement, employment assistance, education, training, and other supportive services, including connecting clients to Behavioral and Mental Health Services and other appropriate services. Ensure client case management data and information is accurately entered into the ONE system, bed management, as well as to SVDP's internal database system. Ensure information is accurate and readily available for review upon request. Prepare case management related reports including but not limited to: outcomes and successes. Provide direct client services: individual counseling, case management, advocacy and accompaniment as needed.	3169.23 x 1 x 26 = 82400	
17	Laundry Worker	1.40	\$ 75,566			Washes, dries and folds laundry as needed. Maintain inventory of laundry washing supplies. Distributes clean towels and guest laundry to bed areas and/or front desk. Follow all applicable OSHA safety requirements. Maintain laundry washing equipment, and surrounding area. Any services requests are made to the Program Assistant.	25.95 x 1.4 x 2080 = 75566	
18	Food Services Coordinators	6.00	\$ 305,760			Prepares the day's meal by microwaving food when needed. Follow all applicable health guidelines for food safety handling. Keep logs of food deliveries when delivered and when food is provided to guests. Keep the community room clean at all times. Ensure cleanliness of the refrigerators and freezers. Wear clean coat, non-slip shoes, pants, hair tied back, hair net and cap for proper safety and sanitation.	24.5 x 6 x 2080 = 305760	
19	Handyman	1.00	\$ 61,360			Handle building repairs as needed or consult with the Program Director if a contractor is needed. Do routine inspections to identify potential hazards or malfunctions. Perform daily, weekly, and monthly facility maintenance duties as assigned. This may include items such as painting, grout repair, cleaning fans, testing the fire system, and replacing light fixtures. Perform plumbing repairs as needed. Participate in the Injury and Illness Prevention Program, including the use of Personal Protective Equipment, i.e. gloves, footwear, eye and face protection, and protective clothing.	29.5 x 1 x 2080 = 61360	
20	Maintenance Worker Lead	2.00	\$ 105,040			The Street Clean Team Lead position is 2.0 FTE, but with the position being open for a period of time we will shift budget in order to spend. These employees are a part of the Clean Team to clean streets around shelter. They also speak with peoples at encampments to notify them they cannot shelter on this street. The Clean Team reports back to management and is keeping up the Good Neighbor Policy.	25.25 x 2 x 2080 = 105040	
21	Volunteer Engagement Coordinator	0.30	\$ 26,265			Works on site to hear what is needed to be provided through volunteer hours. Finds volunteers, and coordinates the work on site. Coordinates outside volunteer to provide direct support to clients such as building maintenance, gardening, meals, hygiene kits, etc.	3367.31 x 0.3 x 26 = 26265	
45	TOTAL	78.70	\$ 4,591,528					
46	Employee Fringe Benefits	31%	\$ 1,423,374			Includes FICA, SSUI, Workers Compensation, 403B and Medical calculated at 31% of total salaries.		
47	TOTAL SALARIES & BENEFITS		\$ 6,014,902					
48								
49	OPERATING EXPENSES		Budgeted			Justification	Calculation	
50	Utilities(Elec, Water, Gas, Phone, Scavenger)		\$ 273,458			Monthly Utilities for Electricity, Gas, Water, Sewer; estimated at \$22788.17 per month.	22788.17 x 12 months = 273458	
51	Recology Service		\$ 90,000			Monthly Utilities for Garbage; estimated at \$7500 per month.	7500 x 12 months = 90000	
52	Office Supplies/Postage		\$ 48,000			Office Supplies for employees to perform tasks supporting clients and enhance productivity; includes General Office Supplies, Employee Uniforms, Meeting Foods, Computers and those needed accessories, Printers, Postage; estimated at \$4000 per month.	4000 x 12 months = 48000	
53	Staff Training		\$ 25,000			Staff training for 79.80 FTE x approx. \$313.28/staff. Trainings include CAL-OSHA safety order, communicable disease prevention, de-escalation training, proper food handling, disaster procedure, ADA requirements, cultural humility, standard of care training. Also includes professional development (i.e. staff retreats), training food, staff recognition, transportation and meeting space rental.	2083.33 x 12 months = 25000	
54	Travel		\$ 3,000			Staff transportation/travel costs related to training and other operating related transactions; estimated \$250 per month	250 x 12 months = 3000	
55	Equipment Rental/Lease		\$ 27,900			Monthly bill for rental of copier, metal detector, and washers; estimated at \$2325 per month.	2325 x 12 months = 27900	
56	Insurance		\$ 5,592			General commercial and liability insurance; estimated at \$466 per month.	466 x 12 months = 5592	
57	Building Maintenance Supplies and Repair		\$ 84,000			Building maintenance to building, deck and parking lot along with supplies; estimated at average of \$7000 per month.	7000 x 12 months = 84000	
58	Recruitment Cost		\$ 3,616			Recruitment and advertising costs for open positions; estimated at \$301.33 per month	301.33 x 12 months = 3616	
59	Cable TV & Internet Services		\$ 26,000			Cable, telephone, internet, and fire monitoring line; estimated at \$2166.67 per month.	2166.67 x 12 months = 26000	
60	Cell Phones (EE stipend, or purchased equip)		\$ 6,600			Cell phone stipends, phone lines, and internet; estimated at \$550 per month.	550 x 12 months = 6600	
61	Client Supplies		\$ 86,400			Client supplies and needs including blankets, sheets, towels, etc.; estimated at \$7200 month.	7200 x 12 months = 86400	
62	Client Food (bottled water, snack & general)		\$ 54,000			Daily snacks for clients; estimated at average \$4500 per month.	4500 x 12 months = 54000	
63	Client Transportation		\$ 4,000			Client transportation needs for their outside appointments; estimated at \$333.33 per month.	333.33 x 12 months = 4000	
64	Vehicle Expenses		\$ -			SELL VEHICLE BY 06/30/2025		
65	Cleaning and Janitorial Services		\$ 84,000			Cleaning and janitorial supplies; estimated at \$7000 per month.	7000 x 12 months = 84000	
66	Security System Lease & Monitoring		\$ 5,946			ADT Fire monitoring services; estimated at \$495.50 per month.	495.5 x 12 months = 5946	

	A	B	C	D	E	F
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING					
2	APPENDIX B, BUDGET					
3	BUDGET NARRATIVE					
		Fiscal Year				
4	General Fund & Prop C - Navigation Cent	FY25-26				
		<u>Adjusted</u>				
		<u>Budgeted</u>	<u>Budgeted</u>			
		<u>FTE</u>	<u>Salary</u>		<u>Justification</u>	<u>Calculation</u>
5	Salaries & Benefits					
	Client Database Software		\$ 10,000	Salesforce licenses \$625 per month.13/year/user, and Envoy client monitoring software at \$2500/year. The Envoy software monitors a digital log of clients coming in and out of the building. This tracks client program attendance, is used for security purposes (who is currently in the building) manages signed disclosures behavioral contract documents. This software will also be helpful in pulling reports needed for other purposes.	625 x 12 months PLUS 2500 = 10000	
67						
68	SF WASH		\$ 54,000	Washing services weekly per pod; estimated at \$4500 per month.	4500 x 12 months = 54000	
92	<i>Consultants/Temporary Staffing</i>					
93	Language Line		\$ 11,474	Language Line provides Spanish and Chinese Translation services for employee staff training at an estimated \$956.17/month	\$956.17 x 12 months = \$11,474	
105	TOTAL OPERATING EXPENSES		\$ 902,986			
106	Indirect Cost	15.0%	\$ 1,037,683			

Appendix C, Method of Payment

I. Reimbursement for Actual Costs:

In accordance with Article 3 Financial Matters of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Contractor, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.

II. General Instructions for Invoice Submittal:

Contractor invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Contractor.

- A. Contractor shall submit all invoices and any related documentation required in the format specified below, after costs have been incurred and paid by the Contractor, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Contractor prior to invoicing HSH for grant expenditures.
- C. Contractor shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Contractor’s ability to apply for future funding or requests for additional funding.

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

E. Invoicing System:

1. Contractor shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Contractor's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Contractor acknowledges that submittal of the invoice by Contractor's designated authorized personnel with proper login credentials constitutes Contractor's electronic signature and certification of the invoice.
4. Contractor's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Contractor's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Contractor may invoice and submit related documentation in the format specified by HSH via paper or email only upon special written approval from the HSH Contracts Manager.

F. Line Item Variance:

There shall be no variance from the line item budget submitted, which adversely affects Contractor's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Contractor may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, Indirect and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. Spend Down:

1. Contractor shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Contractor is expected to spend down ongoing funding proportionally to the fiscal year or project period. Contractor shall report unexpected delays and

challenges to spending funds, as well as any lower-than-expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

3. Failure to spend Grant funding monthly and annually may result in reductions to future allocations and may impact future advance. HSH may set specific spend down targets and communicate those to Contractors.

H. Documentation and Record Keeping:

1. In accordance with Article 3 Financial Matters; and the Appendix A(s), Services to be Provided of the Agreement, Contractor shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.
 - a. HSH reserves the right to modify the terms of this Appendix in cases where Contractor has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
 - a. Be easily searchable (e.g., PDF) and summarized in Excel;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII));
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed as Approved Subcontractors;
 - e. Include only documentation that pertains to the Grant budget that is being invoiced. Contractor shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Contractor's cost allocation plan.
3. Contractor shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

General Fund/Our City, Our Home (Prop C)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Contractor shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a personnel report in Excel format that itemizes all payroll costs included in the invoice, historical and current payroll information from a payroll service or a payroll ledger from Contractor’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Contractor shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Contractor shall upload documentation for all Subcontractor and Consultant costs, and documentation for any single expense within the Operating budget category that exceeds \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each operating invoice line, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Operating - Direct Assistance	<p>Contractor shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a detailed summary report in Excel format, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds per the established program policy.</p>
Capital and/or One-Time Funding	<p>Contractor shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Contractors shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Contractor's compliance with HSH's invoicing requirements.

III. Advances or Prepayments:

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

A. Advance Requirements:

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

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

B. Advance Request Process:

1. Contractor shall submit a written request to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Contractor's authorized staff only.
2. HSH, at its sole discretion, may make available to Contractor up to one month of the total ongoing fiscal year General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than one month of the ongoing fiscal year budget amount may be considered on a case-by-case basis only.
3. Contractor is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Contractor's core operations.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated to ensure cash flow and repayment. HSH will track advance recoupment on a monthly basis using internal tools in order to avoid any overpayment and prevent further loss of City funds.
2. All advance repayments must be recovered within the fiscal year for which they were made but no later than April invoices submitted in May.
3. In the case where advance repayments cannot be fully recovered by deducting from the Contractor's monthly invoices, Contractor shall repay the outstanding balance, via wire transfer or by check, in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Contractor shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

IV. Timely Submission of Reports and Compliance:

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

Appendix D - Lease

(Lease Area No. 04-SF-101-59)
(Account No. 04-SFX-101-0059-07)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
AIRSPACE LEASE

THIS LEASE, dated March 1, 2018 is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and City and County of San Francisco, hereinafter called "Tenant."

WITNESSETH

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the tenn, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

ARTICLE 1. SUMMARY OF LEASE PROVISIONS

Landlord: California Department of Transportation

Tenant: City and County of San Francisco

Premises: 04-SF-101-59 located adjacent to 13th Street and South Van Ness Avenue in the City and County of San Francisco, State of California, and more particularly described in Article 2.

Lease Tenn One (1) Year, commencing March 1, 2018 and expiring on January 31, 2019 with four individual oneyear term extension options, which may be further extended for additional one-year terms but not to exceed a total of five additional one-year tenn extensions for a total number of nine one-year extension options.

Monthly Rent: \$ 1.00 (Article 4)

Security Deposit: \$ -0.00- (Article 18)

Use: Navigation Ceriter (Article 5)

Commercial General Liability Insurance: \$20,000,000. (Article 10)

Insurance provider: _____

Policy number: _____

Business Automobile Liability Insurance: \$1,000,000. (Article 10)

Insurance provider: _____

Policy number: _____

Garage Keeper's Legal Liability Insurance: \$1,000,000. (Article 10)

Insurance provider: _____

Policy number: _____

Workers' Compensation Insurance: \$1,000,000. (Article 10)

Insurance provider: _____

Policy number: _____

Addresses for Notices: (Article 19)

To Landlord:

Department of Transportation

Right of Way Airspace Development MS 11

US Mail: PO Box 23440, Oakland, CA 94623-0440

Street Address: 111 Grand Avenue, 13th floor Oakland, CA 94612-3771

To Tenant: City and County of San Francisco

Real Estate Division

25 Van Ness Avenue, Suite 400

San Francisco, CA 94102

Contact: Marta Bayol

Email: marta.bayol@sfgov.org

Phone: (415) 554-9865

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

ARTICLE 2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, that certain Premises known as Freeway Lease Area No. SF-101-59, located adjacent to 13th Street and South Van Ness Avenue, within the SF-101 circular ramp, in the City of San Francisco and County of San Francisco, said land or interest therein being shown on the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM all those portions of the above-described Premises occupied by the supports and foundations of the existing structure.

ALSO EXCEPTING THEREFROM all that portion of the Premises above a horizontal plane 5 feet below the underside of the superstructure of the existing structure, which plane extends to a line 10 feet, measured horizontally, beyond the outermost protrusion of the superstructure of the structure.

California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility requirements. Tenant is hereby advised that the Premises have NOT been inspected by a CASp.

This Lease is subject to (1) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances and other matters of record, (2) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises and (3) all matters known to Tenant or of which Tenant has notice, constructive or otherwise including, without limitations, those shown on attached Exhibit "A."

ARTICLE 3. TERM

The term of this Lease shall be for One (1) Year, commencing March 1, 2018 and expiring on February 28, 2019. Provided that Tenant is not in default under this lease, at Tenant's option, and with Landlord's concurrence, this Lease maybe extended byup to four one-year extension periods (each, an "Option Term") by Tenant delivering written notice of its exercise of such option no less than 60 days prior to the date such option tennis to commence. Additional one-year Option Tenns may be offered by Landlord and exercised by Tenant, but not to exceed five additional one-year term extensions for a total number of nine one-year extension options.

ARTICLE 4. RENT

4.1 Monthly Rent

Tenant shall pay to Landlord as rent, without deduction, setoff, prior notice, or demand, the sum of \$1.00 per nionth in advance on the first day of each month, commencing on the date the term commences and continuing during the term. Tenant shall also pay an annual \$2,000 administrative fee, per California Streets and Highways Code Section 104.16, said fee to be characterized and treated as additional rent for purposes of this agreement. Rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day. All rent shall be paid to Landlord at the following address: State of California, Department of Transportation, Attention: Cashier, P. 0. Box 168019, Sacramento, CA 95816-8019. Each payment shall state on the check the :rental account numbe:r 04-SFX-101-59-07

4.2 Intentionally Deleted

4.3 Landlord's Compensation upon Assignment, Transfer or Sublease of Tenant's Leasehold

(a) In the event that Tenant voluntarily assigns, transfers or subleases any of Tenant's rights in the Premises, Tenant shall pay to Landlord compensation in connection with t4e transaction in an amount equal to fifty percent (50%) of any and all consideration, whether in present payments or in future payments, which Tenant receives from an assignee, transferee or subtenant in excess of the amount' of rent Tenant is obligated to pay to Landlord under this Lease.

(b) Payment by Tenant of the amount of compensation required under this Section 4.3 is a condition to Landlord's giving its consent to any assignment, transfer or sublease under Section 16.2, and Landlord may withhold its consent to any such assignment, transfer or sublease until this compensation has been paid. In addition, before Landlord gives its consent to any such transaction, Tenant shall deliver to the assignee, transferee or subtenant a written summary of all sums due and owing to Landlord under this section and shall deliver to Landlord a written acknowledgement by the assignee, transferee or subtenant that said person affirms that the sums are due and owing to Landlord and that said person accepts responsibility for ensuring that such sums are paid directly to Landlord.

ARTICLE 5. USE

5.1 Specified Use

The Premises shall be used and occupied exclusively by Tenant, and Tenant's contractors, agents and invitees, for the purpose of an emergency shelter and ancillary shelter related storage and for no other purpose whatsoever without obtaining prior written consent of Landlord and the concurrence of

the Federal Highway Administration. Landlord expressly reserves the right to establish a new minimum monthly rent as a condition to Landlord's approval of any use of the leased premises not specifically pennitted by this section.

5.2 Condition of Premises

Tenant hereby accepts the Premises in their **AS-IS** condition existing as of the date of the execution hereof subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall in itself constitute acknowledgement that the Premises are in good condition, and Tenant agrees to accept the Premises in its presently existing condition "as is", and that the Landlord shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Lease.

Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises existing immediately prior to the execution of this Lease (including investigation of the surface, subsurface and groundwater for contamination and hazardous materials) and is satisfied that the Premises will safely support the type of improvements, if any, to be constructed and maintained by Tenant upon the Premises, that the Premises is otherwise fully fit physically and lawfully for the uses required and permitted by this Lease and that Tenant accepts all risks associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the commencement of the term of this Lease that the Landlord does not know nor has reasonable cause to believe that any release of any hazardous material has come to be located on or beneath the Premises; (2) prior to the commencement of the term of this Lease, the Landlord has made available to Tenant, for review and inspection, records in the possession or control of the Landlord which might reflect the potential existence of hazardous materials on or beneath the Premises; (3) Landlord has provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate, sample and analyze the soil and groundwater on the Premises for the presence of hazardous materials; (4) by signing this Lease Tenant represents to Landlord that, except as otherwise may be stated on "Exhibit C" attached hereto and by this reference incorporated herein, Tenant does not know nor has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises and (5) with respect to any hazardous material which Tenant knows or has reasonable cause to believe has come or will come to be located on or beneath the Premises, Tenant has listed the hazardous material on attached "Exhibit C" and agrees promptly to commence and complete the removal of or other appropriate remedial action regarding the hazardous material at no cost or expense to Landlord and in full compliance with all applicable laws, regulations, permits, approvals and authorizations. The phrase "hazardous material," as used herein, has the same meaning as that phrase has under Section 25359.7 of the California Health and Safety Code.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to the Landlord to take all actions necessary, off as well as on the Premises to improve and continuously use the Premises as required by this Lease and in compliance with all applicable laws and regulations.

5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the Premises, a gasoline or petroleum supply station, nor shall the transportation or storage of gasoline or petroleum products be permitted, except those products stored within an operable vehicle for exclusive use by that vehicle. Tenant shall not permit on the Premises any vehicles used or designed for the transportation or storage of gasoline or petroleum products. Tenant shall also not permit on the Premises any bulk storage of gasoline or petroleum products.

5.5 Explosives and Flammable Materials

The Premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the transportation facility. The operation and maintenance of the Premises shall be subject to regulations of Landlord so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the Premises shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility.

5.6 Hazardous Materials

Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. section 1251, et seq.), Resource Conservation and Recovery Act (42 D.S.C. section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. section 2601, et seq.), Clean Air Act (42 U.S.C. section 7401, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (section 25100, et seq., and section 39000, et seq.), California Water Code (section 13000, et seq.), and other comparable state laws, regulations and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the

provisions of this Lease, "hazardous materials" include any "hazardous substance" as that term is defined in section 25316 of the California Health and Safety Code and any other material or substance listed or regulated by any Hazardous Materials Law or posing a hazard to health or the environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or allow any hazardous materials on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant cause or allow the deposit or disposal of any hazardous materials on the Premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

In the event Tenant breaches any of the provisions of this Section, this Lease may be terminated immediately by Landlord and be of no further force or effect. It is the intent of the parties hereto that Tenant shall be responsible for and bear the entire cost of removal and disposal of hazardous materials introduced to the Premises during Tenant's period of use and possession as owner, operator or Tenant of the Premises. Tenant shall also be responsible for any clean-up and decontamination on or off the Premises necessitated by the introduction of such hazardous materials on the Premises. Tenant shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the Premises by any party other than Tenant during any period prior to commencement of Tenant's period of use and possession of the Premises as owner, operator or Tenant.

Tenant shall further hold Landlord, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the Premises during Tenant's period of use and possession of the Premises.

5.7 Signs

Not more than four (4) advertising signs of a size not greater than thirty (30) square feet of surface area may be erected on the Premises. The wording on these signs shall be limited to Tenant's name or trade name, the words "Parking," or "Auto Parking," a statement of rates, and a directional arrow. The location of all these signs shall be subject to Landlord's prior approval. None of these signs shall be attached to or painted on any bridge structure or building without the express written consent of Landlord. All of these signs shall also comply with all applicable requirements of local governmental entities, including governmental approval and payment of any fees.

Except as set forth in the previous paragraph of this Section, Tenant shall not construct, erect, maintain or permit any sign, banner or flag upon the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant shall not place, construct or maintain upon the Premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media. The term "sign" means any card, cloth, paper, metal, painted or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer or thing. Landlord may remove any unapproved sign, banner or flag existing on the Premises, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal plus interest as provided in Section 19.11 from the date of completion of such removal.

5.8 Landlord's Rules and Regulations

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. Landlord reserves the right from time to time to make reasonable modifications to said

rules and regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant.

5.9 Wrecked Vehicles

Tenant shall not park or store wrecked or inoperable vehicles of any kind on the Premises.

5.10 Vending

No third party vending of any kind shall be conducted, permitted or allowed upon the Premises without the prior express written consent of Landlord.

5.11 Water Pollution Control

Tenant shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges from the Tenant's leasehold area and will be responsible for compliance with all applicable provisions of the following permits including but not limited to the National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction), the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, and the Caltrans Municipal Separate Storm Sewer System NPDES Permit, and permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the State Water Resources Control Board's website at www.swrcb.ca.gov under Stormwater.

Tenant understands the discharge of non-storm water into the storm sewer system is prohibited unless specifically authorized by one of the permits or ordinances listed above. In order to prevent the discharge of non-storm water into the storm sewer system, vehicle or equipment washing, fueling, maintenance and repair on the Premises is prohibited.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, the storage or stockpile of hazardous material on Premises is strictly prohibited. To the extent applicable, Tenant shall implement and maintain the Best Management Practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: General Land Use, Parking Lots, Storage. Tenant shall identify any other potential sources of storm water and non-storm water pollution resulting from Tenant's activities on the Premises, which are not addressed by the BMPs, contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from 2 other manuals, (1) Right of Way Propriety Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Landlord's District Right of Way office or online at www.dot.ca.gov/hq/row/rwstormwater and (2) Construction Site Best Management Practices (BMPs) Manual, which is available online at www.dot.ca.gov/hq/construc/stormwater/manuals.htm. In the event of conflict between the attached Fact Sheet(s), the manuals and this Lease, this Lease shall control.

Tenant shall provide Landlord with the Standard Industrial Classification (SIC) code applicable to Tenant's facilities and activities on the lease Premises. A list of SIC codes regulated under the General Industrial Permit SIC codes may be found at the State Water Resources Control Board (SWRCB) website at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtml. Other SIC codes may be found at www.osha.gov/pls/imis/sicsearch.html.

Landlord, or its agents or contractors, shall at all times have the right to enter and inspect the Premises and the operations thereon to assure compliance with the applicable permits, and ordinances listed above. Inspection may include taking samples of substances and materials present for testing Premises.

5.12 Environmental Analysis

Tenant will be the lead agency for purposes of the California Environmental Quality Act (CEQA) and is required to perform a CEQA compliant environmental study unless City determines that the Project is exempt from CEQA as provided therein. If applicable, Tenant is required to also perform a National Environmental Policy Act (NEPA) compliant environmental study, although Landlord will be the lead agency for NEPA purposes. Tenant shall draft and submit to Landlord a completed environmental document with supporting documentation for review and concurrence.

Unless determined to be categorically exempt from CEQA, as provided in CEQA and its implementing regulations, Tenant's environmental review shall include, but not be limited to, an analysis of impacts to the following resources: sensitive habitats and species, cultural resources, water quality, aesthetics, geology, hydrology, noise, neighborhood impacts, hazardous waste, and air quality. If necessary, Tenant shall perform mitigation to address any impacts.

5.13 Shelter Operations

Tenant shall inform shelter invitees that the shelter facility installed and operated by Tenant within the Premises is in response to the City of San Francisco emergency homelessness crisis, and permission to enter the Premises and use shelter services is temporary only, and that shelter use invitees will not be tenants, subtenants, or residents within the Premises.

Tenant shall also be responsible for addressing and resolving pollution, noise, and any other form of nuisance complaints from nearby residents, businesses or other complainants.

Tenant shall prohibit on the Premises: open fires, the erection of any flags, banners, signs, the possession, use or distribution of controlled drugs or other federal or state illegal substances (except prescription medicines used in compliance and under the supervision of a medical doctor), hypodermic needles or other "sharps," and all fire arms, knives, or any other weapons (except the duty weapons of law enforcement personnel).

Tenant, at its discretion, will allow Premises users and invitees to keep pets on the Premises.

ARTICLE 6. IMPROVEMENTS

6.1 No Improvements Without Prior Written Consent of Landlord

No improvements of any kind shall be placed in, on, or upon the Premises, and no alterations shall be made in, on, or upon the Premises without the prior written consent of Landlord and the concurrence of the Federal Highway Administration. Tenant may, at its sole expense, remove existing fencing, install and maintain any additional fencing and entrances that may be required by its use of the Premises, subject to the approval of the location by Landlord, the Federal Highway Administration and the City and County of San Francisco; provided that Tenant shall at its sole expense construct and maintain sidewalks and driveways at the locations where the additional entrances are installed. In the event Tenant violates any of the provisions of this Article, this Lease may be terminated immediately by Landlord and be of no further force or effect

6.2 Encroachment Permit

Except with respect to those fencing improvements referenced in Section 6.1, prior to construction or alteration of any improvements on or off the leased premises, Tenant shall submit to Landlord for review engineered preliminary and final plans depicting all improvements and shall obtain environmental clearance and an executed Encroachment Permit from Landlord.

Issuance by Landlord of an Encroachment Permit shall be contingent upon Tenant's providing, at Landlord's sole discretion, all or a combination of, the following, to the extent applicable:

(a) Final construction plans and detailed specifications. All such plans and specifications submitted by Tenant to Landlord shall be subject to the review and approval of Landlord, the State Fire Marshal and if on an interstate freeway the Federal Highway Administration.

(b) Evidence of coverage that assures Landlord that sufficient monies will be available to complete the proposed construction or alteration. The amount of coverage shall be at least equal to the total estimated construction cost. Such coverage shall take one of the following forms:

(1) Completion bond issued to Landlord as obligee.

(2) Performance bond and labor and material bond or performance bond containing the provisions of the labor and material bond supplied by Tenant's contractor or contractors, provided said bonds are issued jointly to Tenant and Landlord, as obligees.

(3) Satisfactory evidence of availability of funds necessary for completion of the proposed construction or alteration.

(4) Any combination of the above.

All bonds shall be issued by a company qualified to do business in the State of California and acceptable to Landlord. All bonds be in a form acceptable to Landlord and shall ensure faithful and full observance and performance by Tenant of all terms, conditions, covenants and agreements relating to the construction of improvements within the leased premises.

(a) Liability insurance as provided in Article 10.

(b) A copy of a building permit issued by the appropriate local jurisdiction.

(c) A copy of Tenant's contract with the general contractor actually performing construction.

(d) Note and Deed of Trust, if any.

(e) Loan escrow instructions, if any.

(f) Final landscaping and irrigation plans and detailed specifications including a maintenance plan for litter removal, watering, fertilization and replacement of landscaping.

(g) Evidence of compliance with the applicable provisions of all federal, state and local environmental statutes, laws, regulations and ordinances.

Tenant agrees to diligently apply for and meet all requirements for issuance of the Encroachment Permit and Landlord agrees to not unreasonably withhold issuance of said Encroachment Permit. Tenant is obligated to deliver to Landlord the documents described in subdivisions (a) through (i) of this section regardless of whether an Encroachment Permit may have been issued inadvertently before these documents have been provided to Landlord.

6.3 Approved Improvements

Tenant has proposed and Landlord has approved Tenant's proposal to install a temporary Navigation Center (homeless shelter) to be operated by the San Francisco Department of Homelessness. To construct the temporary shelter facility, tenant will be installing:

a) electrical, water, and sewer utilities

b) decking over the existing paved surface

c) temporary modular buildings or tents to provide shelter, restrooms, and bathing facilities

- d) lighting
- e) fencing

6.4 Planning and Zoning

Tenant's use and proposed improvements shall be subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Premises.

6.5 Standard of Construction

Tenant agrees that any improvements or construction upon the premises shall: (a) be consistent with all fire safety requirements including State Fire Marshall approval, (b) be subject to the approval of Landlord, and (c) in every respect comply with the laws, ordinances and regulations, federal, state, municipal or otherwise, that may govern construction of the same. Tenant shall not construct or place on the leased premises any improvements which impair Landlord's ability to maintain, operate, use, repair or improve any part of the transportation facility situated on the leased premises or on adjoining real property. Tenant shall save Landlord harmless of and from any loss or damage caused by reason of the construction of said improvements.

6.6 Soil Testing

At Tenant's sole cost and expense, Tenant shall secure soil compaction tests and other tests as necessary for construction of Tenant's improvements and for the support of the improvements on the underlying land or structures thereon. In furtherance of Tenant's acknowledgments and representations made within Article 5 of this Lease, Tenant shall secure soil tests as necessary for aerially deposited lead and other hazardous materials as may be required by law prior to commencement of construction, and Tenant shall either take all steps required by Federal or State law to remediate any discovered aerially deposited lead or other hazardous materials to the extent required by law for Tenant's permitted use hereunder, or terminate this Lease by notifying Landlord in writing. When conducting testing, Tenant shall notify Landlord of the location of all test borings, which shall not interfere in any manner with the operation of the facility by Landlord. Tenant hereby agrees that Landlord is making no representation regarding existing soil compaction or structural capability of the land or any existing structure thereon. Responsibility for any loss or damage caused by inadequate soil compaction or other structural capacity for Tenant's proposed improvements shall be subject to the indemnification provisions of Section 10.1

6.7 Commencement of Construction

Tenant shall commence construction of the improvements, if any, described in Tenant's final construction plans and detailed specifications, if any, prior to April 1 2018. For the purposes of this Article, construction shall be deemed to have commenced upon the issuance by Landlord of an encroachment permit. In the event construction is not commenced within the time set forth herein, this Lease may be terminated by Landlord and thereafter be of no further force and effect. In the event construction is not commenced within the time set forth herein, Landlord, at its sole option, by providing Tenant with written 30 day notice, may elect to convert this Lease from a term lease into a month to month tenancy or immediately terminate this Lease.

6.8 Completion of Construction and Occupancy of Improvements

Construction of the improvements shall be completed consistent with the approved construction plans, if any, prior to January 1, 2019. Tenant shall not occupy or use any of the improvements until Tenant has received final building approval and any required Certificate of Occupancy from the appropriate local agency and Landlord has issued to Tenant an executed Encroachment Permit Completion Notice. In the event Tenant violates any of the provisions of this section, this Lease may be terminated by Landlord and be of no further force and effect.

6.9 "As-Built" Plans

Within ninety (90) days after completion of construction of improvements or alterations, Tenant shall furnish Landlord, at Tenant's expense, one set of "As-Built" plans, according to a scale and size designated by Landlord, showing said improvements as constructed in detail, including the location of underground and aboveground utility lines.

ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord the Premises together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

8.1 Ownership of Improvements

All improvements constructed and placed on the Premises (excluding modular buildings, tents, decking, site furnishings, planter boxes, and other moveable improvements, which shall be considered personal property) pursuant to Article 6 shall, at the expiration or termination of this Lease, if accepted by Landlord, vest in Landlord. Tenant shall not remove any of these improvements from the Premises nor waste, destroy or modify them in any way. Tenant shall deliver these improvements to Landlord in good condition and repair, reasonable wear and tear excepted, without compensation to Tenant, any subtenant or third party, free and clear of all claims to or against them by Tenant, any subtenant or third party, and Tenant shall defend and hold Landlord harmless from all liability arising from such claims or from the exercise by Landlord of its rights under this section. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property. Not later than the date of termination of this Lease, Landlord may elect to accept and retain some or all of the improvements constructed and placed on the Premises by written notice to Tenant. With regards to any improvements not retained by Landlord, Tenant shall remove all such improvements that Landlord elects not to accept within 60 days of Lease termination.

8.2 Removal of Personal Property and Ownership at Termination

Any signs or other appurtenances placed on the Premises by Tenant under this Lease are the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to its previous condition, except surfacing, wheel rails and column guards, at Tenant's sole expense. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of personal property and restoring the Premises. Landlord may, in its sole discretion, declare

all personal property not removed by Tenant to be abandoned by Tenant and this property shall, without compensation to Tenant, become Landlord's property, free and clear of all claims to or against it by Tenant or any other person.

8.3 Restoration of Premises

At the termination of this Lease, Tenant shall remove any improvements not accepted by Landlord pursuant to Section 8.2, and shall remove all personal property pursuant to Section 8.3. Notwithstanding which particular improvements vest in Landlord, Tenant shall remove all concrete footings and pads installed by Tenant, and restore the Premises surface to a condition at least equal to the condition present at the beginning of this Lease term such that the Premises may be immediately used as a paved and striped parking lot.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 Tenant's Obligations

Tenant, at its own cost and expense, shall maintain the Premises, and keep it free of all grass, weeds, debris, and flammable materials of every description. Tenant shall ensure that the Premises is at all times in an orderly, clean, safe, and sanitary condition. Tenant shall not allow any open flames on the Premises. Landlord requires a high standard of cleanliness, consistent with the location of the Premises as an adjunct of the California State Highway System.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

Tenant shall take all steps necessary to protect effectively the fences, guardrails, and the piers and columns, if any, of the all structures from damage incident to Tenant's use of the Premises and any improvements, all without expense to Landlord. Tenant shall, at its own cost and expense, repair in accordance with Landlord's standards any damage to any property owned by Landlord, including, but not limited to, all fences, guardrails, piers and columns, utility related equipment and facilities caused by Tenant, subtenants, invitees, trespassers or any other third parties. At Tenant's request, Landlord may elect to repair the damage to its property, and Tenant agrees to reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall be responsible for the care, maintenance, and any required pruning of trees, shrubs, or any other landscaping on the Premises. Tenant assumes the liability for any damage or injury caused by any falling branches or other such materials from any tree or shrub whether the branches fall due to lack of maintenance or act of god or any other natural or unnatural causes. Tenant's liability insurance required within Article 10 shall cover any damage caused by any falling tree or shrub branches or other materials; and, furthermore, per the same Article 10, Tenant covenants and agrees to indemnify and save harm less Landlord from all liability, loss, cost, and obligation on account of any injuries or losses caused by any falling branches or material from any tree or shrub.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

9.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If within thirty (30) days after Landlord sends written notice to repair, Tenant fails to do the work and diligently proceed

in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 19.11 from the date of completion of such work to date of payment. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

ARTICLE 10. INDEMNITY and INSURANCE

10.1 Indemnification

Neither Landlord nor any of Landlord's officers or employees shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by Tenant under or in connection with any work, authority, or jurisdiction conferred upon Tenant or arising under this Lease.

It is understood and agreed Tenant will fully defend, indemnify, and save harmless Landlord and all of its officers and employees from all claims, suits, or actions of every kind brought forth under any theory of liability occurring by reason of anything done or omitted to be done by Tenant under this Lease. Tenant's obligations to defend, indemnify, and save harmless Landlord extends to any and all claims, suits, or actions of every kind brought forth under any theory of liability occurring due to the use of the premises and Tenant's operations under this Lease, any accompanying agreement with Landlord, and any encroachment permit issued by Landlord.

Tenant shall include in any contract it enters with any third party to conduct work in association with this Lease, including any contractors who design, construct, or maintain equipment, structures, fixtures or other property, or contractors who will operate and maintain the shelter facility, a requirement the contractor will fully defend, indemnify and save harmless Landlord and its officers and employees from any and all claims, suits or actions of every kind brought forth under any theory of liability occurring due to the work conducted in association with this Lease. If Tenant has any additional insured endorsements executed by any third parties conducting work in association with this Lease naming Landlord to comply with this provision, Tenant shall provide copies of the additional insured endorsements and a Certificate of Insurance to Landlord within thirty (30) days of executing this lease.

If the Lease is terminated for any reason, Tenant also agrees to indemnify, defend, and save harmless Landlord from any third party claims for damages arising out of the termination of the Lease due to Landlord's failure to comply with the requirements of the Lease. Such third party claims include any claims from any contractors retained by Tenant or its successors.

Tenant agrees it controls the Premises. As such, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, agents, and employees for any and all claims arising out of any allegedly dangerous condition of public property or based upon the condition of the Premises or air quality issues surrounding the Premises due to the proximity of the emergency shelter use to the adjacent roadways or claims arising from any particulate matter or larger objects that may enter or fall onto the Premises from the adjacent roadways.

Tenant agrees to defend, indemnify and hold Landlord, its officers and employees harmless for all claims of injury or damages by Tenant, Tenant's contractors, agents, or invitees within the Premises caused by falling debris or any other objects due to a seismic or other natural event or act of god.

Tenant's obligations to defend and indemnify Landlord is not excused because of Tenant's inability to evaluate liability or because Tenant evaluates liability and determines Tenant is not liable. Tenant must respond within 30 days to the tender of any defense and indemnity by Landlord, unless this time has been extended by Landlord. Notwithstanding anything to the contrary contained in this Section or this Lease, Tenant will have no obligation to indemnify, defend or hold Landlord harmless for any

loss, damage, cost, injury, liability, or claim to the extent caused by Landlord's gross negligence or willful misconduct.

10.2 Liability Insurance

Nothing in this Lease is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

A. Workers' Compensation and Employer's Liability Insurance

Tenant shall provide workers' compensation and employer's liability insurance as required under the Labor Code and provide Landlord the following certification before performing any work (Labor Code § 1861) in connection with this Lease: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Tenant shall provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

B. Commercial General Liability Insurance

Tenant shall procure Commercial General Liability Insurance with \$20 million per occurrence and aggregate limits covering all operations by or on behalf of Tenant, providing insurance for bodily injury liability and property damage liability, and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

Tenant shall provide proof of the Commercial General insurance policy with all endorsements, riders, and amendments to Landlord on or before the commencement of this Lease by a Certificate of Additional Insured.

The Commercial General Liability insurance procured by Tenant shall also comply with the following:

1. Shall extend to all of Tenant's operations and remain in full force and effect during the term of this Lease.
2. Must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. Shall be on Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.
4. Shall contain completed operations coverage with a carrier acceptable to Landlord through the expiration of the latent and patent deficiency in construction statutes of repose set forth in Code of Civil Procedure section 337.15.
5. Shall name Landlord, including its officers, directors, agents (excluding agents who are design professionals), and employees, as additional insureds under the General Liability

Policy with respect to liability arising out of or connected with work or operations performed in connection with this Lease. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code section 11580.04.

6. Shall provide additional insured coverage by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by Landlord.
7. Shall state the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by Landlord is excess only and must not be called upon to contribute with this insurance.

Landlord allows reasonable deductible clauses not overly broad, exceeding \$250,000, or harmful to Landlord. Tenant agrees by executing this Lease it shall defend, indemnify, and hold harmless Landlord until such deductible is paid or applied to any claim arising out of this Lease, regardless of Tenant's evaluation of liability, as discussed in Section 9.1.

Landlord may assure Tenant's compliance with Tenant's insurance obligations. Ten days before an insurance policy lapses or is canceled during the term of this Lease, Tenant must submit evidence of renewal or replacement of the policy. Tenant is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless Landlord, its officers, agents, and employees by Landlord's acceptance of insurance policies and certificates. The minimum insurance coverage amounts do not relieve Tenant from liability in excess of such coverage.

C. Self-Insurance

Landlord acknowledges that Tenant is self-insured, as provided in Exhibit E, which is approved by Landlord. Reasonable self-insurance programs and self-insured retentions in insurance policies are permitted by Landlord. If Tenant uses a self-insurance program or self-insured retention, Tenant must provide Landlord with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Further, execution of this Agreement is Tenant's acknowledgment Tenant will be bound by all laws as if Tenant were an insurer as defined under Insurance Code section 23 and Tenant's self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code section 22. Nothing in this Agreement is intended or shall be construed or interpreted to require that Tenant's self-funded self-insurance program be subject to the provisions of the California Insurance Code relating to the commercial insurance industry. Tenant shall notify Landlord in writing not less than thirty (30) days prior to the effective date of the termination of its self-insurance coverage and shall obtain the insurance coverage required by this section effective on that termination date.

10.3 Failure to Procure and Maintain Insurance

If Tenant fails to procure or maintain the insurance required by this Article in full force and effect, this Lease may be terminated immediately by Landlord. In addition, if Tenant fails to procure or maintain the insurance required by this Article, Tenant shall cease and desist from operating any business on the Premises and the improvements erected thereon and shall prevent members of the public from gaining access to the Premises during any period in which such insurance policies are not in full force and effect.

10.4 Waiver of Subrogation

Tenant hereby waives any and all rights of recovery against Landlord, or against the officers, employees, agents and representative,s of Landlord, for loss of or damage to Tenant or its property or the

property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease. '

ARTICLE II. PAYMENT OF TAXES

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon the Premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to the Premises, buildings, improvements or structures. Specifically, and without placing any limitation on Tenant's obligations under the immediately preceding sentence, Tenant shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on :fixtures, equipment and facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

Tenant understands that any possessory interest of Tenant created in the Premises by this Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. In the event Tenant defaults in the payment of any of the obligations set forth in this Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.

ARTICLE 12. RIGHT OF ENTRY

12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

Landlord, through its agents or representatives, and other city, county, state and federal agencies, including the Federal Highway Administration, through their agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents, representatives, invitees or trespassers.

Landlord further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that Landlord reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. Landlord further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the Landlord for the purpose of performing any maintenance activities upon the Premises which Tenant has failed to perform. All agreements which Tenant enters into for the sublease or use of all or any part of the Premises shall contain a provision, approved by Landlord, which describes Landlord's right of entry as set forth in this Article.

12.2 Landlord's Use of the Premises

Tenant understands and agrees that Landlord may, from time to time, be required to perform retrofit work on all or a part of the freeway structures which are situated on, above or adjacent to the Premises or be required to use all or a portion of the Premises in connection with the protection, maintenance, reconstruction, and operation of the state highway system. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the Premises and to construct improvements thereon as Landlord deems are necessary to enable it to maintain, protect, reconstruct or operate the state highway system without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the Premises, or needs to place restrictions on Tenant's use of the Premises, Landlord shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of all or any specified portion of the Premises and comply with the restrictions as stated therein. In that event, Tenant shall have no claim upon Landlord and waives any and all claims for compensation, damages, or relocation assistance.

The monthly rent stated in Section 4.1, shall be, as appropriate, fully suspended or reduced by an amount equal to the proportion which the area of the portion of the Premises which Tenant is restricted from using or which has been surrendered to Landlord bears to the total area of the Premises.. This reduction or suspension in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the Premises, or for any disruption of Tenant's ability to use any part of the Premises, and Tenant expressly agrees to hold Landlord harmless from any and all liability for, and expressly waives any right it may have to recover compensation from Landlord, waives any right it may have to recover for damages to the Premises or any improvements constructed on the Premises, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of the Premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the Premises.

Tenant shall conduct its operations on the Premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any work done on or above the Premises. Tenant acknowledges that the performance of the work may cause damage to paving or other improvements constructed by Tenant on the Premises. Tenant expressly agrees to waive all claims against Landlord for all such damage to its improvements unless arising from Landlord's willful misconduct or gross negligence.

12.3 Relocation Benefits

Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

Tenant shall not collect fees nor any other form of payment from invitees in exchange for access or use of the shelter on the Premises. Tenant acknowledges that no employee, agent, invitee, or trespasser on the Premises shall be designated attain the status of a "tenant" or "resident" for any purpose.

Tenant shall accept, review, and reply to any claims from any party seeking relocation benefits, and Tenant shall defend, indemnify, and hold Landlord harmless for any claims for relocation benefits.

12.4 Security and Law Enforcement

City and County of San Francisco law enforcement police and sheriff services shall be primarily responsible for all law enforcement related issues on the Premises. At Landlord's request, Tenant agrees to provide security for Landlord employees, agents, or contractors at any time Landlord requires access onto the Premises or through the Premises to gain access to the adjoining right of way and/or freeway bridge structures. In the event Landlord requests law enforcement security, and Tenant does not comply for any reason, and Landlord alternatively employs the services of the California Highway Patrol (CHP), Tenant shall reimburse Landlord the cost of CHP services including the Maintenance Zone Enhanced Enforcement Program (MAZEEP), which amount will be provided to Tenant and due together with the annual rent and administrative fee payment.

ARTICLE 13. TERMINATION OF LEASE

13.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this Lease may be terminated, and the provisions of this Lease may be altered, changed or amended by mutual consent of Landlord and Tenant.

13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with NINETY (90) days prior notice in writing, or by Landlord upon providing Tenant with NINETY (90) days prior notice in writing. Notices of termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1. If Tenant exercises its right to terminate the Lease under this Section, it immediately forfeits any right to bid at the next lease auction for the Premises. In addition, if at the time Tenant terminates this Lease, the entire cost of Tenant's improvements has not been amortized over the remaining term, those improvements shall become the property of Landlord, and Landlord shall not refund or otherwise reimburse Tenant for the remaining unamortized cost of the improvements.

ARTICLE 14. UTILITIES

Tenant shall pay when due, and shall hold Landlord harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

ARTICLE 15. DEFAULT,

15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant.

(a) Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice thereof has been given by Landlord to Tenant.

(b) The abandonment of the Premises by Tenant. Failure to occupy the Premises for thirty (30) consecutive days following the mailing of written notice from Landlord to Tenant calling attention to the abandonment shall be deemed an abandonment.

(c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such seizure is not discharged within thirty (30) days.

(d) The failure by Tenant to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement as set forth in Section 5.3 of this Lease.

(e) Intentionally Deleted

(f) The failure by Tenant to comply with the requirements regarding hazardous materials as set forth in Article 5 of this Lease.

(g) The construction by Tenant of any improvements on the Premises contrary to the provisions of Article 6 of this Lease.

(h) The failure by Tenant to pay any tax, assessment, imposition, levy or charge of any kind as set forth in Article 11 of this Lease.

(i) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15.2 Landlord's Remedies

In the event of any material default or breach by Tenant and after Landlord gives Tenant notice thereof and the applicable cure period has expired, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

(a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus

(c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus

(d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

(e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b), above, the "worth

at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c), above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent", as used in this Article shall be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

15.3 Landlord's Right to Cure Tenant's Default

At any time while Tenant is in default or material breach of this Lease and after Landlord gives Tenant notice thereof and the applicable cure period has expired, Landlord may cure such default or breach at Tenant's cost. If Landlord at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest as provided in Section 19.11 from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES

16.1 Prohibition on Assignments, Transfers and Subleases

Tenant shall not assign, transfer or sublease all or any part of its interest in this Lease or in the Premises, and Landlord reserves the right to deny its consent to any assignment, transfer or sublease of all or any part of this Lease or the Premises.

ARTICLE 17. NONDISCRIMINATION

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the premises, and (4) Tenant shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

ARTICLE 18. SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of \$ 0.00 as a Security Deposit.

ARTICLE 19. ADDITIONAL PROVISIONS

19.1 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under the Lease and performing its covenants and conditions, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term.

19.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If the Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

19.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the premises are merged in or revoked by this agreement.

19.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

19.5 Costs of Suit

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of title or possession of the premises, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or the premises or any part thereof,

and an costs and expenses, including reasonable attorneys fees, incurred by Landlord in connection with such litigation..

19.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

19.9 Surrender of Premises

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

19.10 Holding Over

If Tenant remains in possession of all or any part of the premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein, except that the monthly rental rate set forth in Section 4.1 may be increased by Landlord effective the first month of the holdover period, or upon 30 days notice any time thereafter.

19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

19.12 Recording

Neither Landlord nor Tenant shall record this Lease.

19.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses set forth in Article 1.

19.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.15 Corporate Authority

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease..

19.17 Tenant Contact Information

Tenant shall immediately notify Landlord of any changes to Tenant's contact information, including the contact name, telephone numbers, mailing address, and email address.

19.18 City of San Francisco Contracting Provisions

The parties agree to comply with the provisions set forth on Exhibit D to this Lease.

In Witness Whereof Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Dated: 3/19/18

By: [Signature]
LINDA EMADZADEH
District Office Chief
R/W Local Programs, Utilities, and Airspace

TENANT: CITY AND COUNTY OF SAN FRANCISCO

Dated: 3/16/18

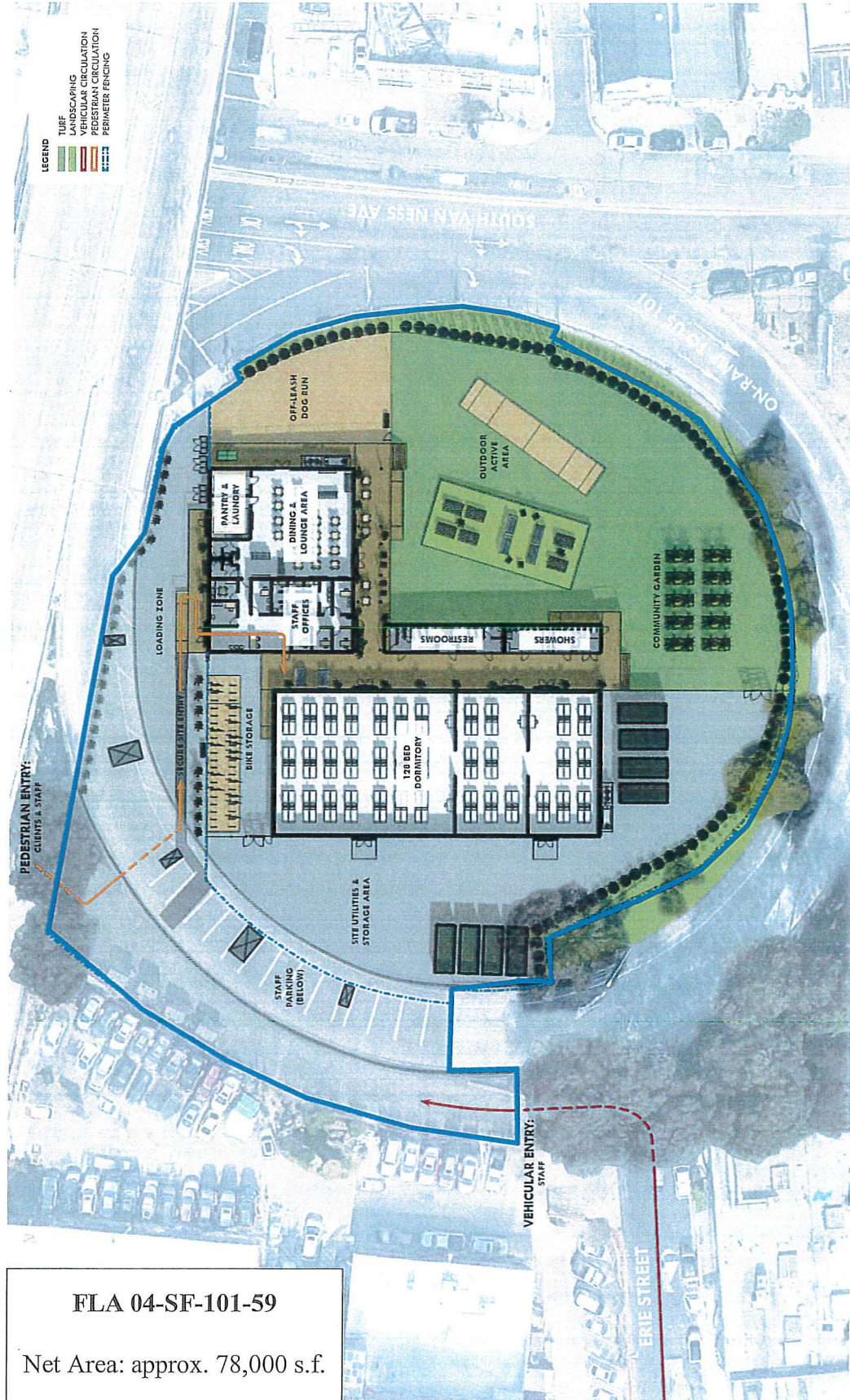
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10 ,4G71N1r-i); ?J--.
Director of Real Estate
(pursuant to San Francisco Administrative
Code Section 23.26)

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: [Signature] for
DENNIS CHAVIRO
Deputy City Attorney

EXHIBIT A



FLA 04-SF-101-59
 Net Area: approx. 78,000 s.f.

AERIAL SITE PLAN
 DIVISION CIRCLE NAVIGATION CENTER | 02.09.2018

BUILDING DESIGN & CONSTRUCTION
PUBLIC WORKS

EXHIBIT B

Stormwater Pollution Prevention

General Land Use

Illicit Connections/Illegal Discharge

- Locate solid waste storage areas away from drainage facilities and watercourses and not in areas prone to flooding or ponding. Prevent storm water run-on from contacting stored solid waste through the use of ditches, berms, dikes and swales. Use dry cleanup techniques (e.g., vacuuming, sweeping, dry rags) to remove solid waste from the site when practicable. Use wet cleaning techniques only when dry cleanup techniques are not practicable. Periodically inspect the solid waste storage areas and review the disposal procedures.

Non-storm water discharges to drainage paths, drain systems and watercourses are prohibited. Fluids should be collected by vacuum or other methods and contained and recycled, evaporated or discharged to the sanitary sewer system with approval from the publicly-owned treatment works.

Store, transport and dispose of all hazardous waste in accordance with federal, state and local regulations. Follow label instructions regarding the proper handling, mixing and application of materials which could generate hazardous waste and a discharge to waterways.

Train employees in proper waste disposal and cleaning, maintenance and good housekeeping procedures.



General Maintenance and Repair

Properly collect and dispose of water when pressure washing buildings, rooftops, and other large objects. Properly prepare work area before conducting building maintenance. Properly clean and dispose of equipment and wastes used and generated during building maintenance.

Recycle residual paints, solvents, lumber, and other materials to the maximum extent practical. Buy recycled products to the maximum extent practical.

Do not dump waste liquids down the storm drain. Make sure that nearby storm drains are well marked to minimize the chance of inadvertent disposal of residual paints and other liquids.



Keep the work site clean and orderly. Remove debris in a timely fashion. Sweep the area. Cover materials of particular concern that must be left outside, particularly during the rainy season. Use drip pans or absorbent material under leaking vehicles and equipment to capture fluids.

All maintenance activities should practice water conservation. Keep water application equipment in good working condition. Use the minimum amount of water needed to complete each maintenance activity.

Stormwater Pollution Prevention

General Housekeeping

Purchase only the amount of material that will be needed for foreseeable use. Choose products that do the same job with less environmental risk.

Keep work sites clean and orderly. Remove debris in a timely fashion. Sweep the area. Dispose of wash water, sweepings, and sediments, properly. Recycle or dispose of fluids properly.

- Specific employees should be assigned specific inspection responsibilities at the work site and given the authority to remedy any problems found.

Prohibit littering by employees, subcontractors, and visitors.

Keep lids on dumpsters closed. Arrange for larger dumpsters or more frequent collection of trash from dumpsters to prevent overflow. Do not conduct dumpster washout on the work site. Notify trash hauling contractors that only watertight dumpsters are acceptable for use on-site.

Stormwater Pollution Prevention

Parking Lots

Leaking Vehicles

Clean parking lots on a regular basis to prevent accumulated wastes and pollutants from being discharged into storm drain systems during rainy conditions. When cleaning heavy oily deposits, use absorbent materials on oily spots prior to sweeping or washing. Dispose of used absorbents appropriately.



Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices. Utilize sand filters or oleophilic collectors for oily waste in low concentrations. Clean out oil/water/sand separators regularly, especially after heavy storms.

Have designated personnel conduct inspections of the parking facilities and storm drain systems associated with them on a regular basis. Inspect cleaning equipment/sweepers for leaks on a regular basis.

Have spill cleanup materials readily available and in a known location. Cleanup spills immediately and use dry methods if possible. Properly dispose of spill cleanup material.

Trash

- Post "No Littering" signs and enforce anti-litter laws.
- Provide trash receptacles in parking lots to discourage litter. Clean out and cover trash receptacles frequently to prevent spillage. Regularly inspect, repair, and/or replace trash receptacles.
- Routinely sweep, shovel and dispose of litter in the trash. Remove litter and debris from drainage grates, trash racks and ditch lines to reduce discharge to the storm water drainage systems and watercourses.
- Provide regular training to field employees and/or contractors regarding cleaning of paved areas and proper operation of equipment

Stormwater Pollution Prevention

Storage

Trash/Trash Bins/Dumpsters

Post "No Littering" signs and enforce anti-litter laws. Provide a sufficient number of litter receptacles for the facility. Clean out and cover litter receptacles frequently to prevent spillage.

Keep dumpster areas clean. Recycle materials whenever possible. Use all of a product before disposing of the container. Ensure that only appropriate solid wastes are added to the solid waste container. Certain wastes such as hazardous wastes, appliances, fluorescent lamps, pesticides, etc., may not be disposed of in solid waste containers. Take special care when loading or unloading wastes to minimize losses. Loading systems can be used to minimize spills and fugitive emission losses such as dust or mist. Vacuum transfer systems can minimize waste loss.

Inspect dumpsters and trash bins weekly for leaks and to ensure that lids are on tightly. Replace any that are leaking, corroded, or otherwise deteriorating. Sweep and clean the storage area regularly and clean up spills immediately.

If the dumpster area is paved, do not hose it down to a storm drain. Instead, collect the wash water and discharge it to the sewer if allowed by the local sewer authority. Use dry methods when possible (e.g., sweeping, use of absorbents). Prevent stormwater run-off from entering the dumpster area by enclosing it or building a berm around the area. Prevent waste materials from directly contacting rain. Cover dumpsters to prevent rain from washing waste out of holes or cracks in the bottom of the dumpster.



Leaking Vehicles

Place drip pans under leaking vehicles. Drain all vehicles in long-term storage. Clean storage facilities on a regular basis to prevent accumulated wastes and pollutants from being discharged into conveyance systems during rainy conditions. When cleaning heavy oily deposits, use absorbent materials on oily spots prior to sweeping or washing. Dispose of used absorbents appropriately.



Train employees on proper spill containment and cleanup. Have spill cleanup materials readily available and in a known location. Cleanup spills immediately and use dry methods if possible. Properly dispose of spill cleanup material.

Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices. Utilize sand filters or oleophilic collectors for oily waste in low concentrations. Clean out oil/water/sand separators regularly, especially after heavy storms.

Sediment on Stored Construction Equipment

Conduct regular cleaning. Sweeping or vacuuming the storage facility is encouraged over other methods. Sweep all storage lots at least once before the onset of the wet season. Establish frequency of sweeping based on usage and field observations of sediment accumulation.

Washing or rinsing of equipment shall be performed in designated areas and the resulting runoff shall not be discharged to the storm drain system.



Stormwater Pollution Prevention

Potential Illegal Discharge from Unknown Materials Inside Storage Units

Design storage areas to minimize stormwater exposure. Construct a berm or intercept trench at doorways. Install a collection system for pretreatment and sewer disposal under permit by the local sewer authority.

Utilize dry cleanup methods such as sweeping for removal of litter and debris, or use of rags and absorbents for leaks and spills. Properly dispose of collected wastes.

Use secondary containment or protective barriers for indoor liquid storage.

Train employees on the proper implementation of Best Management Practices, storm water discharge prohibitions, and wastewater discharge requirements. Train employees on proper spill containment and cleanup.

Outdoor Storage of Loose Materials

Store materials indoors, if feasible. Designate a secure material storage area that is paved with Portland cement concrete, free of cracks and gaps, and impervious in order to contain leaks and spills.

Protect materials stored outside from rainfall and wind dispersal by covering them with a fixed roof or a temporary waterproof covering made of polyethylene, polypropylene, or hypalon. Keep covers in place at all times when work is not occurring. If areas are so large that they cannot feasibly be covered and contained, implement erosion control practices at the perimeter of the area and at catch basins to prevent dispersion of the stockpiled material. Implement erosion control practices at the perimeter of your site and at catch basins to prevent erosion of the stockpiled material off-site, if the stockpiles are so large that they cannot feasibly be covered and contained. Minor slides/slipouts usually occur during major storms. Stockpiles should be removed as soon as practicable and materials should be placed so that waterways are not impacted.



Cover wood products treated with chromate/copper arsenate, ammoniacal copper zinc arsenate, creosote, or pentachlorophenol with tarps or store indoors.

Protect materials stored outside from stormwater runoff. Construct a berm around the perimeter of the material storage area to prevent the runoff of uncontained stormwater from adjacent areas as well as runoff of stormwater from the material. Paved areas should be sloped in a manner that minimizes pooling of water on the site. A minimum slope of 1.5% is recommended.

Keep storage areas clean and dry. Sweep and maintain routes to and from storage areas. Conduct regular inspections of storage areas.



EXHIBIT C

Per Section 5.2, Tenant does not know nor has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises.

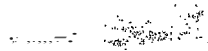


EXHIBIT D

1. NON-LIABILITY OF CITY OFFICIALS, EMPLOYEES AND AGENTS

Notwithstanding anything to the contrary in this Lease, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Landlord, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Landlord, its successors and assigns, or for any obligation of City under this Lease;

2. Intentionally Omitted!

3. CONTROLLER'S CERTIFICATION OF FUNDS

The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by City under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term of this Lease commences, sufficient funds for the payment of Rent and any other payments required under this Lease are not appropriated, then City may terminate this Lease, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Landlord reasonable advance notice of such termination.

4. Intentionally **Omitted.**



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE
CITY ADMINISTRATOR
RISK MANAGEMENT DIVISION



Mark Fan-ell, Mayor
Naomi Kelly, City Administrator

March 16, 2018

Department of Transportation
Right of Way Airspace Development MS 11
111 Grand Avenue, 13th Floor
Oakland, CA 94612-3771

**RE: Lease Area No. 04-SF-101-59
Account No. 04-SFX-101-0059-07
Airspace Lease**

This letter certifies that the City and County of San Francisco is self-insured and self-funded for the following insurance coverages which cover the City and County of San Francisco, its officers and employees.

General Liability insurance in the amount of \$20,000,000 per occurrence for bodily injury, property damage, and personal injury to third parties for liability arising out of the Cit/s negligence in performance of this agreement.

Automobile Liability insurance with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage including owned, and non-owned and hired auto coverage as applicable.

Garage Keeper's Legal Liability insurance in the amount of \$1,000,000 per occurrence.

Workers' Compensation in statutory amounts with Employer's Liability of \$1,000,000 per accident, injury or illness.

The City will consider the State of California, Department of Transportation as an additional covered party under the self-funding with respect to the liability arising from any activities the City is responsible for under the agreement.

Do not hesitate to contact this office should you have any questions.

Sincerely,

Matt Hansen
Director

cc: *Marta Bayot, Real Estate*

Appendix E

Real Estate Access to City Property

I. Property Subject to City-as-Tenant Lease

- a. Contractor acknowledges that the property located at 224 South Van Ness Avenue, San Francisco, CA (04-SF-101-59 located adjacent to 13th Street and South Van Ness Avenue) (the “**Property**”) is subject to a lease agreement between the City, as tenant, and STATE OF CALIFORNIA as landlord, dated as of March 1, 2018, which is attached and incorporated into this agreement as Appendix D (the “**Lease**”).

II. Contractor Revocable Access to the Property for Provision of Services During Term of Agreement

- a. Contractor and its permitted subcontractors will be entering the Property during the term of the Agreement solely to provide the services described in Appendix A of the Agreement to the City (the “**Services**”). Contractor acknowledges that upon expiration or termination of the Agreement, Contractor’s right of entry to the Property will be automatically terminate.
- b. Contractor’s right of entry as described above is personal to Contractor and cannot be extended or transferred to another party by Contractor. Contractor shall only have the right to place personal property, equipment, or other materials at the Property only to the extent needed for the Services.
- c. Nothing in this Appendix constitutes a grant of any right to use or occupy the Property or any ownership, leasehold, easement, or other property interest or estate whatsoever in the Property, or any portion of it. Contractor’s right of entry is effective only to the extent of City’s rights in the Property.
- d. Contractor acknowledges that City retains the right for City and its agents to enter and use the Property at all times, provided such entry and use shall not unreasonably interfere with Contractor’s performance of the Services.

III. Agreement Subject to the Lease

- a. Contractor acknowledges that the Agreement remains subject to the Lease in all respects, and in the event of conflict between the terms of the Agreement and the terms of the Lease, the terms of the Lease will control.
- b. Contractor will comply with all terms and conditions of the Lease in the performance of the Services, including but not limited to terms and conditions, and the following Lease sections related to the City’s permitted use of Property: Section 5.4 Petroleum Products; Section 5.5 Explosives and Flammable Materials; Section 5.6 Hazardous Materials; Section 5.7 Signs; Section 5.9 Wrecked Vehicles; Section 5.10 Vending; Section 5.13 Shelter Operations; Section 9.1 Tenant’s Obligations; Section 10.2 Liability Insurance; and Section 12.2 Landlord’s Use of the Premises, and will cooperate with the City to ensure compliance with the Lease. In particular, the Lease provides that no alterations, installations, additions, or improvements to the Property may be made without the prior written consent of the Landlord.
- c. Prior to the expiration or termination of the Lease, Contractor must cooperate with City to ensure City’s timely surrender of the Property in accordance with the terms of the Lease and to minimize City’s liability to Landlord in accordance with the terms of the Lease. Contractor’s obligations under this Section shall survive the expiration or termination of this Agreement.

IV. Condition of Property

- a. *As Is Condition.* Contractor is entering the Property in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or

employees, and subject to all applicable laws, rules and ordinances governing the use of the Property, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Property, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. Contractor, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Contractor to provide the Services at the Property.

Contractor understands and expressly accepts and assumes the risk that any facts concerning the Claims (as defined in the Agreement) released in the Agreement might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in the Agreement shall remain effective. Therefore, with respect to the Claims released in the Agreement, Contractor waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Contractor acknowledges that this Section was negotiated with City, that the consideration for it is fair and adequate, that Contractor understands the consequences of the release, and that Contractor had a fair opportunity to negotiate, accept, reject, modify, or alter it. The provisions of this Section will survive the expiration or termination of the Agreement.

Contractor Initials: Initial
PS _____

- b. *No Liens.* Contractor shall keep the Property free and clear of any liens or claims of lien arising out of or in any way connected with its entry or the Services.
- c. *Hazardous Material.* Contractor shall not cause, nor shall Contractor allow, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Property, or transported to or from the Property. Contractor shall immediately notify City when Contractor learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Property. Contractor shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Contractor or its permitted subcontractor cause a release of Hazardous Material, Contractor shall, without cost to City and in accordance with all laws and regulations, return the Property to the condition immediately prior to the release, unless City elects to perform any necessary abatement at Contractor's cost. In connection therewith, Contractor shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to

public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances in the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property.

- d. Upon the expiration or termination of this Agreement, Contractor must immediately vacate the Property in the same condition as it was on the commencement of the Agreement term, broom clean, free from hazards, and clear of all debris. At such time, Contractor shall remove all of personal property, equipment or other materials of Contractor and any of its permitted subcontractors from the Property, and shall repair, at its cost, any damage to the Property caused by such removal. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

Appendix F – Memorandum of Understanding, HSH Facilities and Shelter Providers

Memorandum Of Understanding

HSH Facilities and Shelter Providers

I. Purpose

This document is to provide an understanding between what falls under the responsibility of the City and County of San Francisco Department of Homelessness and Supportive Housing (HSH) Facilities and shelter provider maintenance staff.

II. List of shelter sites covered by HSH Facilities

- A. Bayshore Navigation Center – 125 Bayshore Boulevard
- B. Bayview SAFE Navigation Center – 1925 Evans Avenue
- C. Central Waterfront Navigation Center – 600 25th Street
- D. Division Circle Navigation Center – 224 South Van Ness Avenue
- E. Embarcadero SAFE Navigation Center – 555 Beale Street
- F. Gough Cabins – 33 Gough Street
- G. Hamilton Families – 260 Golden Gate Avenue
- H. Jelani House – 1601 Quesada Avenue
- I. Jerrold Commons – 2177 Jerrold Avenue
- J. Mission Cabins – 1979 Mission Street
- K. MSC-South – 525 5th Street
- L. Next Door – 1001 Polk Street
- M. Taimon Booton Navigation Center – 680 Bryant Street
- N. TAY Navigation Center – 888 Post Street / 700 Hyde Street
- O. TAY Health & Wellness Center – 888 Post Street
- P. Other, as approved by HSH and communicated with the provider (on case-by-case basis)

III. Responsibilities

- A. The items listed below, including preventative maintenance, are the responsibility of HSH Facilities as the building owner or lessee.
 - 1. Site Improvements
 - a. Paving and striping
 - b. Decks, ramps, railings
 - c. Lighting and light poles
 - d. Fences, gates, and privacy screens
 - e. Sidewalks and driveways
 - f. Storm drains
 - g. Hose bibbs
 - h. Storage containers
 - i. USPS Mailboxes
 - 2. Building Exterior
 - a. Roof and skylights
 - b. Foundation
 - c. Structural members

- d. Subflooring
 - e. Wall finishes, sealant, and weatherproofing
 - f. Doors, door frames, and hardware
 - g. Windows, window frames, and hardware
 - h. Light fixtures
 - i. Exit/emergency lighting
3. Interior Finishes
- a. Drywall and plaster
 - b. Paint
 - c. Ceiling and ceiling tiles
 - d. Wall protection
 - e. Flooring (e.g. tile, epoxy, rubber)
4. Mechanical System
- a. HVAC (e.g. belts, motors, fans, filters, louvers/vents, controls, and thermostats)
 - b. Dryer vent ductwork
5. Plumbing
- a. Domestic water, sewer, and gas piping and fittings
 - b. Water heaters and boilers
 - c. Sump pumps
 - d. Sewage grinder
 - e. Fixtures and garbage disposals
6. Electrical System
- a. Wiring
 - b. Panels and subpanels
 - c. Outlets
 - d. Outages
7. Fire and Life Safety Systems
- a. Fire alarm panels and sprinklers
 - b. Backflow preventor and annual certifications
 - c. Firestopping and seals
 - d. Wall-mounted fire extinguisher cabinets
8. Kitchen, if applicable
- a. Ranges
 - b. Grease trap
 - c. Exhaust hoods and certifications
9. Security System
- a. Cameras, including hard drives, dedicated computer equipment, security software, logins and passwords
 - b. Footage - Retrieval and response to warrants
 - c. Intercoms
 - d. Duress buttons
 - e. Card readers
10. Elevator

- a. Conveying equipment and controls
 - b. Inspections and permits
 - c. Emergency call service and connectivity
11. Generators
12. Interior windows, window frames, and hardware
 - a. Privacy film
 - b. Window treatments/blinds
13. Doors, door frames, and hardware
 - a. Keys and rekeying
 - b. Automatic openers
 - c. Closers
14. Restrooms
 - a. Toilet partitions and hardware
 - b. Wall-mounted restroom accessories (hand dryers, toilet seat cover dispenser, paper towel dispensers, hand soap dispenser, body wash dispenser, mirrors, grab bars, and clothes hooks)
15. Signage
16. Casework
- B. The items listed below are the responsibility of the provider's staff, or through its vendor and/or subcontractors, and included in the provider's budget under an agreement with HSH.
 1. Security system: Maintain site security cameras and associated monitors, computers, hard drives/cloud storage and software. Establish protocols (e.g. password protections, setting restrictions) to ensure staff are provided with proper levels of access to live and stored footage. Respond to formal requests for footage within the requested timeline as appropriate.
 2. Air registers/vents: Keep clear of obstructions and clean daily with a brush, vacuum, and damp cloth for optimal air flow and mold prevention.
 3. Faucets and shower heads: Check interior, exterior faucets, and hose bibs for leaks. Submit a work order request for leaks immediately. Monitor guest usage of excess water to prevent a build up of humidity in shower rooms and shortages of hot water.
 4. Floor and storm drains: Keep clean and free of debris on a daily basis.
 5. Toilets and sinks:
 - a. Check all toilets and sinks for stoppages or running water. Submit a work order request if toilets are running water immediately.
 - b. Provider janitorial staff shall attempt to address minor clogs with a plunger. If janitorial staff are unable to clear the clog, thoroughly clean the area and submit a work order request.
 - c. Use of "flushable wipes" by staff and shelter guests is strictly prohibited.
 6. Communications systems (telephone, cable, and internet)
 - a. Service contracts and maintenance and repair of equipment shall be the responsibility of the Provider.
 - b. Wiring that requires relocation and/or installation shall be performed by the Provider's vendor and under the supervision of HSH Facilities.

7. Freestanding appliances including maintenance, repair, relocation, and installation.
8. Freestanding furniture including maintenance, repair, relocation, and installation.
9. Fire extinguishers including maintenance, inspection and certification.
10. Pet relief area – Hose down and pick up waste on a daily basis.
11. Trash and recycling area and service – Keep locked, clean and clear. Schedule regular service and bulky pick ups as required by Appendix A.
12. Graffiti abatement – Abate minor graffiti on fence screening and building exteriors if possible. Contact 311 for major graffiti removal.
13. Pest control – Contract for pest control services as required by Appendix A.
14. Site supplies including guest supplies, office supplies, hygiene and PPE supplies.
15. Sharps containers
 - a. Keep containers clean and locked. Coordinate with HSH for pickup services.
 - b. Installation of and repairs to wall-mounted cabinets shall be the responsibility of HSH Facilities.
16. AED Defibrillator – Check regularly for proper operation.
17. Metal detectors, if applicable
18. Landscaping, plants, planters, and irrigation
- C. Minor building repairs or improvements
 1. On a case-by-case basis and only upon approval of HSH (and landlord, if approval is required for City-as-tenant leased sites), the Provider may self-perform or competitively procure and contract with a licensed contractor to make minor and cosmetic repairs or improvements that do not require a building permit and/or call-in vendor services for non-critical routine maintenance items.
 2. Self-performed and contracted work shall be subject to prevailing wage requirements in SF Labor Code Articles 102 and 103 and implemented under the supervision of HSH Facilities.
 3. Building materials and labor shall be funded from the Provider’s building maintenance budget.

IV. Provider Purchasing Guidance

A. Furniture

1. HSH standards
 - a. Purchased furniture shall have manufacturer warranties and be safe, durable, waterproof or water resistant, rust resistant, and easy to clean and disinfect
 - b. Preferred properties include powder-coating; antimicrobial, antibacterial, and antifungal finishes; and construction from inorganic materials
2. Approvals
 - a. Proposed purchases shall be subject to the review and approval of HSH Facilities and HSH’s Accessibility Coordinator
 - b. Mounting or specialized installations shall be performed by the service provider’s contractor under the supervision of HSH Facilities. Furniture greater than 48” in height requires seismic bracing.
3. Layouts

- a. Major changes to furniture layouts shall be made in coordination with HSH Facilities, HSH’s Accessibility Coordinator, and Shelter Team.
 - i. Conceptual plans of requested changes shall be provided to HSH Facilities for review and approval.
 - ii. Upon approval, Provider to contract with a furniture vendor to develop final plans and ensure accessibility and building code compliance.
 - b. Warranty service request for furniture and appliances purchased directly by HSH (for new sites) within the last 12 months shall be handled by HSH Facilities
 - c. Major moves of furniture shall be the responsibility of the Provider.
- B. Appliances and appliance replacement parts**
- 1. HSH standards – purchased appliances shall be commercial-grade, energy efficient and durable with manufacturer warranties.
 - 2. Approvals
 - a. Proposed purchases shall be subject to the review and approval of HSH Facilities and HSH’s Accessibility Coordinator, including evaluation of additional electrical loads and circuitry.
 - b. Mounting or specialized installations shall be performed by the Provider’s contractor under the supervision of HSH Facilities. Furniture greater than 48” in height requires seismic bracing.
- C. Warranty service requests for furniture and appliances purchased directly by HSH (for new sites) within the last 12 months shall be handled by HSH Facilities.**
- D. Proper disposal of damaged furniture and appliances shall be the responsibility of the Provider.**

V. Equipment

- A. Each shelter site covered by this MOU contains tools and equipment that are property of the City and County of San Francisco and stored in a secured designated area. All sites are required to comply with the following condition(s):**
- 1. Tools and equipment shall remain in the designated area on site at all times.
 - 2. All tools and equipment, property of the City and County of San Francisco, shall only be utilized by authorized HSH stationary engineers.

VI. Contact

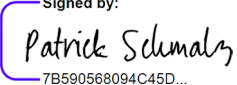
- A. HSH Facilities**
- 1. All work order requests shall be made through the online Work Order Request Form <https://forms.office.com/g/8eDFGgxdF2>.



Any additional updates or concerns can be emailed to HSH Facilities email at hshfacilities@sfgov.org.

2. All routine service and non-emergency requests are to be completed within 24 to 48 hours by HSH Facilities
 3. HSH may elect to defer non-emergency requests on a case-by-case basis based on the Department's budget for the fiscal year.
 4. HSH may deny requests considered to be elective and/or aesthetic.
 5. For City-as-tenant leased sites, certain repairs/improvements may be the responsibility of landlord or subject to the landlord's approval, pursuant to the terms of the City-as-tenant lease.
- B. Property owners/HSH lessors
1. All communication from property owners/City lessors and their contractors shall be directed to hshrealstate@sfgov.org.
- C. Any questions from service providers regarding property ownership, land use, lease terms, rent, etc. shall be directed to hshrealstate@sfgov.org.
- D. City department partners
1. All communication from other City departments such as the Department of Public Works shall be directed to hshrealstate@sfgov.org.
 2. Any questions from service providers regarding other City Departments shall be directed to hshrealstate@sfgov.org.

IN WITNESS WHEREOF the Parties have caused this MOU to be executed by their duly appointed representatives this 1st of July, 2025.

<p>St. Vincent de Paul Society of San Francisco</p> <p>Signed by:</p> <p></p> <p>7B590568094C45D...</p> <hr/> <p>By: Patrick Schmalz Its: Chief Executive Officer</p> <p>DATE: 7/29/2025</p>

From: [CCSF IT Service Desk](#)
To: [Rachowicz, Lisa \(HOM\)](#); [Colon, Monique \(HOM\)](#)
Subject: HOM [DHRPSC0004938] submitted for DHR Admin approval has been APPROVED
Date: Monday, March 16, 2026 8:24:37 AM
Attachments: [image](#)

Hello Monique Colon,

HOM PSC [DHRPSC0004938] was APPROVED by DHR on 2026-03-16. You may now proceed to use this PSC.

PSC Summary

=====

Record Number: DHRPSC0004938 v 2.0

Description of Proposed Work: Non-profit service providers will provide integrated, culturally competent services at City-leased shelter sites, including emergency shelters, navigation centers, cabin sites, safe parking sites, and transitional housing. Services include support services such as case management, housing placement support, wellness checks and benefits navigation; and general services such as maintenance and janitorial to keep facilities clean, safe, and sanitary, and security for safety and de-escalation to ensure safety of all guests. The programs serve adults experiencing homelessness. The City leases private property and state lands to provide more than 1,000 shelter beds a night across the City. Nonprofit community based organizations operate these sites 24 hours a day/7 days a week.

Request Type: Amendment

Reason for the Request for Amendment: The purpose of this PSC amendment is to add additional City-leased shelter sites to the PSC. At the guidance of the City Attorney, HSH is converting legacy grants for City-leased shelter sites to contracts, necessitating approval by the Civil Service Commission. HSH is requesting authorization to add shelter sites that are up for renewal in 2026.

Approval Type: DHR Approval

Submitting Department: HOM

Dept PSC Coordinator: Monique Colon

Dept PSC Coordinator Email: monique.colon@sfgov.org

DHR Admin/Reviewer: Suzanne Choi

First Contract Start Date: 2025-03-03

Previously Approved Amount: \$77,000,000.00

Increase Amount: \$20,000,000.00

Total Amended Amount: \$97,000,000.00

Previously Approved Duration (Months): 36

Duration Increase (Months): 16

Total Amended Duration (Months): 52

Funding Source(s): State Funds, City Funds

Special Funding Circumstances: Yes. The State requires HSH to spend 50% of the state funding by June 2025 for certain shelter sites.

Scope of Work: Non-profit service providers will provide integrated, culturally competent emergency shelter services and operations 24/7 at City-leased shelter sites, including congregate and non-congregate shelters, navigation centers, cabin sites, safe parking sites and transitional or interim housing sites. The programs serve adults experiencing homelessness. Guest support services include, but are not limited to, guest intake, assessment and creation of an individualized housing-focused service plan; case management, including ongoing counseling services to establish goals and track progress towards those goals; wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs; referrals and coordination of services to support guests' application for and maintaining various local benefits, community resources and social services; housing search and placement support to assist clients with finding and securing permanent housing by problem solving and helping to navigate the application process; referral and linkage to mental health services or connections

to external therapists; coordination of support groups and organized activities for peer support; and document readiness to support guests with housing options and placement. Safety and de-escalation services to ensure the safety of the served population, staff and visitors, including conducting search of persons and property for potentially dangerous items prior to entering sites, patrol of the site and surrounding area, and assistance with conflict de-escalation and crisis management in trauma-informed approach. Emergency shelter and operations management services including reservation and waitlist management; storage services; access to and maintenance of shower and restroom facilities; janitorial services to keep facilities safe, sanitary and pest free; general maintenance and access to meals.

Job Class(es): 2932 - Sr Behavioral Health Clinician, 2930 - Behavioral Health Clinician, 2587 - Health Worker 3, 2708 - Custodian, 7524 - Institution Utility Worker, 8202 - Security Guard

PSC Justification(s)

- ✔ Service for which City lacks the necessary facilities/equipment

[Take me to the PSC Record](#)

Ref:TIS6524613_PzeoBJPAKtXwAfnwocCL



San Francisco Ethics Commission

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

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001355

Status

BOS Legislative Clerk Acceptance

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260458

Type of Filing

Original

Contractor Information

Contractor Name

St. Vincent de Paul Society of San Francisco

Contractor Email

info@svdp-sf.org

Contractor Phone #

(415) 977-1270

International Address?

No

Contractor Address (US)

1175 Howard St

Contractor City and State

San Francisco - CA

Contractor Zip Code

94103

Country

United States of America

Contract Information

Contract Amount

\$37,091,971.00

Contract Description

The first amendment to the contract agreement between St. Vincent de Paul Society of San Francisco and the Department of Homelessness and Supportive Housing ("HSH") for navigation center and support services; extending the grant term by 36 months from June 30, 2026, for a total term of July 1, 2025, through June 30, 2029; increasing the agreement amount by \$27,545,286 for a total amount not to exceed \$37,091,971.

City Agency - Departmental Contact Information

Departmental Contact

Hailey Gil

Departmental Contact Phone

(628) 652-7925

Full Department Name

HOM - Homelessness and Supportive Housing

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Patrick	Schmalz	
CFO	Jens	Sorensen	
COO	Lori	Van Tassell	
Board of Directors	Joe	Stark	
Board of Directors	Belinda	Vega	
Board of Directors	John	Corcoran	
Board of Directors	Kathleen	Foure	
Board of Directors	Martha	Arbouex	
Board of Directors	Greg	Bryan	
Board of Directors	Nagi	Chami	
Board of Directors	Aleece	Germano	
Board of Directors	Bernardine	Adams	
Board of Directors	Kathryn	Parish-Reese	
Board of Directors	Steve	Winter	
Board of Directors	Mimi	Wong	

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dexter Darmali, Legislative & Ethics Secretary
RE: Contract Amendment – St. Vincent de Paul Society of San Francisco – Program – Not to Exceed \$37,091,971
DATE: April 28, 2026

Resolution approving the first amendment to the contract between St. Vincent de Paul Society of San Francisco and the Department of Homelessness and Supportive Housing (“HSH”), for operations and support services at the Division Circle Navigation Center; extending the term by 36 months from June 30, 2026, for a total term of July 1, 2025, through June 30, 2029, and by increasing the contract amount by \$27,545,286 for a new total amount not to exceed \$37,091,971; and authorizing HSH to enter into any amendments or other modifications to the Amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the Agreement.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org