

1 [Grant Agreement Amendment - Five Keys Schools and Programs - Next Door Shelter -
2 Emergency Shelter Operations - Not to Exceed \$59,204,930]

3 **Resolution approving the third amendment to the grant agreement between Five Keys**
4 **Schools and Programs and the Department of Homelessness and Supportive Housing**
5 **(“HSH”) to provide emergency shelter operations and services at Next Door Shelter;**
6 **increasing the grant amount by \$26,755,828 for a total amount not to exceed**
7 **\$59,204,930; and extending the grant agreement term by 36 months from June 30, 2025,**
8 **for a total term of December 1, 2020, through June 30, 2028; and authorizing HSH to**
9 **enter into any amendments or other modifications to the amendment that do not**
10 **materially increase the obligations or liabilities, or materially decrease the benefits to**
11 **the City and are 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, With the enactment of Resolution No. 319-18 in October 2018, the Board
18 of Supervisors declared a shelter crisis and affirmed San Francisco’s commitment to a
19 continuum of shelter and service options for people experiencing homelessness; and

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

23 WHEREAS, In 2020, HSH selected Five Keys Schools and Programs (“Five Keys”)
24 through RFQ #130 to provide emergency shelter services at Next Door Shelter located at
25 1001 Polk Street; and

1 WHEREAS, In November 2020, HSH executed a grant agreement ("Agreement") with
2 Five Keys for a total grant amount not to exceed \$9,712,866 and a total term of December 1,
3 2020, through March 31, 2022, a copy of which is on file with the Clerk of the Board of
4 Supervisors in File No. _____; and

5 WHEREAS, In April 2022 HSH entered into a First Amendment to the Agreement to
6 continue these services ("First Amendment"); and

7 WHEREAS, The First Amendment was a no-cost amendment to extend the term by
8 three months, for a total term of December 1, 2020, through June 30, 2022, a copy of which is
9 on file with the Board of Supervisors in File No. _____; and

10 WHEREAS, In July 2022, HSH entered into a Second Amendment to continue these
11 services ("Second Amendment"); and

12 WHEREAS, The Second Amendment extended the term by 36 months from June 30,
13 2022, for a total term of December 1, 2020, through June 30, 2025, and increased the not to
14 exceed amount by \$22,736,236 for a to a total amount not to exceed \$32,449,102; and

15 WHEREAS, On May 24, 2022, the Board of Supervisors adopted Resolution No. 247-
16 22, approving the Second Amendment; and

17 WHEREAS, The Second Amendment is on file with the Clerk in File No. _____, which
18 is hereby declared to be part of this Resolution as if set forth fully herein; and

19 WHEREAS, HSH intends to enter into a Third Amendment to continue these services
20 by extending the term 36 months through June 30, 2028, and increasing the maximum
21 expenditure by \$26,755,828 for a total not to exceed amount of \$59,204,930 (the
22 "Amendment"); and

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

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

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

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

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21 /s/_____

22 Shireen McSpadden

23 Executive Director

24 Department of Homelessness and Supportive Housing
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