



MEMORANDUM OF UNDERSTANDING

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

1. THE PURPOSE OF THE ENGAGEMENT

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

- a) Strategic Plan and Policy: Work with the HSH Interim Director and senior management to help further develop, articulate, and implement the City’s efforts to substantially reduce homelessness in San Francisco. This work will include, but is not limited to, refining immediate and long-term goals, assisting the Interim Director with internal and external communication as needed, and working with stakeholders to ensure that departmental activities are well aligned with community goals and expectations.
- b) Re-housing Plan Implementation: Work with HSH senior management and other departmental staff to effectively transition individuals who have been temporarily housed in the SIP Hotels. This work will include, but not be limited to, determining the need for additional scattered site housing in the private market necessary to meet rehousing goals, working on strategies to quickly secure those units, improving the flow of eligible tenants into housing, and further development and implementation of flexible rent subsidies that will support individuals of the SIP hotels in gaining residential stability upon exiting the program. (“Gift Purpose”).

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

2. TERM

The term of this MOU is from December 21, 2020, to December 31, 2021.

3. PAYMENT FOR THE ENGAGEMENT

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

4. ROLES AND RESPONSIBILITIES OF PARTIES

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

5. REPORTING

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

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

Tipping Point may include information about the Gift and HSH in its periodic reports and may make information about the Gift and HSH public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Tipping Point and HSH agree that HSH may include Tipping Point's name on lists of HSH's partners and/or supporters, and that in each instance in which HSH discloses Tipping Point's name, it shall refer to Tipping Point as "Tipping Point Community," and not by any other name or variation of that name. HSH shall not use Tipping Point's name, logo, trademark or otherwise refer to Tipping Point in any capacity including but not limited to press releases and other reports, without the prior written consent of Tipping Point.

7. POLICY OF NON-DISCRIMINATION

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

8. NOTIFICATIONS

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

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

9. MISCELLANEOUS

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

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

Department of Homelessness and Supportive Housing

DocuSigned by:
Abigail Stewart-Kahn
By: E3BD6DD85B9945E...
Abigail Stewart-Kahn
Interim Director

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

Tipping Point Community

DocuSigned by:
Elizabeth Bender
By: 423FE151F62C42C...
Liz Bender
COO

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

Approved as to Form
Dennis J. Herrera
City Attorney

DocuSigned by:
Virginia Dario Elizondo
By: F013CEBE5B1B482...
Virginia Dario Elizondo
Deputy City Attorney

