

File No. 201134

Committee Item No. 1

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 21, 2020

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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

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

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Completed by: Linda Wong

Date October 15, 2020

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept In-Kind Gift - Tipping Point Community - Diversity Equity Inclusion Consultant  
2 Services - Value Not to Exceed \$249,999]

3 **Resolution authorizing the Department of Homelessness and Supportive Housing**  
4 **(“HSH”) to accept an in-kind gift for Diversity Equity Inclusion consultant services in a**  
5 **value not to exceed \$99,999 from Tipping Point Community to support the first phase**  
6 **of the development of racial equity action plans for HSH and Homelessness Response**  
7 **System (“Project”); and authorizing HSH to accept an additional in-kind gift of**  
8 **consultant services in a value not to exceed \$150,000 for a second phase of this**  
9 **Project, for a total value not to exceed \$249,999 and for the total term to commence**  
10 **upon Board approval and to expire no later than June 30, 2021.**

11  
12 WHEREAS, Tipping Point Community (“TPC”) has offered to donate to the San  
13 Francisco Department of Homelessness and Supportive Housing (“HSH”) an in-kind gift of  
14 Diversity Equity Inclusion (“DEI”) consultant services in the value not to exceed \$99,999 to  
15 support the first phase of the development of racial equity action plans for HSH and the  
16 Homelessness Response System (“DEI Phase 1”); a copy of the Memorandum of  
17 Understanding setting forth the terms of the gift is on file with the Clerk of the Board of  
18 Supervisors in File No. 201134; and

19 WHEREAS, Disproportionate racial inequities persist among Black, Brown and other  
20 people of the global majorities experiencing homelessness; according to the 2019 Point in  
21 Time Count Black/African American residents make up less than 6% of the total population in  
22 San Francisco, yet make up 37% of the homeless population and Latinx residents make up  
23 15% of the total population in San Francisco, yet make up 18% of the homeless population;  
24 and

25

1           WHEREAS, The lack of affordable housing is the root cause of homelessness and  
2 structural racism is the cause of disproportionate homelessness for Black, Brown and other  
3 people of the global majority experiencing homelessness; and

4           WHEREAS, The gifted DEI consultant services will conduct internal and external  
5 analysis and assessment to support the development of recommended racial equity action  
6 plans for HSH and the Homelessness Response System; and

7           WHEREAS, Building on the work of DEI Phase1, Tipping Point may, in its sole  
8 discretion engage a DEI Consultant for Phase Two of this Project (“DEI Phase 2”), as an  
9 additional gift to HSH in a value not to exceed \$150,000; and

10           WHEREAS, TPC’s Board has not considered or approved DEI Phase 2 at this time;  
11 however, in the event that TPC approves and offers HSH a second phase of the gifted DEI  
12 consultant services with a total value not to exceed \$249,999 for both Phase 1 and Phase 2 of  
13 this work; there, now, be it

14           RESOLVED, That the Board of Supervisors approves the in-kind gift and authorizes  
15 HSH to accept a gift of in-kind services in the value of \$99,999 donated by TPC; and for DEI  
16 Phase 1, be it

17           FURTHER RESOLVED, That in the event that TPC offers a second phase of the gifted  
18 DEI consultant services, in TPC’s sole discretion, to cover DEI Phase 2, the Board of  
19 Supervisors approves and authorizes HSH to accept a gift of in-kind services in the value of  
20 \$249,999 that would cover Phase 1 and Phase 2 of the Project; and, be it

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

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Recommended:

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

Abigail Stewart-Kahn  
Interim Director of Homelessness &  
Supportive Housing

Approved: \_\_\_\_\_ /s/

Mayor

Approved: \_\_\_\_\_ /s/

Controller

**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective March 2005)

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

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

1. Grant Title: **In-kind gift for Diversity Equity Inclusion (DEI) Consultant Services**

2. Department: **Department of Homelessness and Supportive Housing**

3. Contact Person: **Dylan Schneider** Telephone: **628.652.7742**

4. Grant Approval Status (check one): n/a – in-kind gift

**[ X - phase 1 ]** Approved by funding agency       **[X - Phase 2]** Not yet approved

5. Amount of Grant Funding Approved or Applied for: **DEI Phase 1 approved by Tipping Point Community (donor) in the value of \$99,999. Building on the work DEI Phase 1, Tipping Point may, in its sole discretion engage a DEI Consultant for Phase 2 of this project as an additional in-kind gift to HSH in a value not to exceed \$150,000. Phase 2 has not yet been considered or approved by Tipping Point Board.**

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

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

8. Proposed Grant Project Summary: **Tipping Point Community (TPC) will select a consultant with experience in Diversity Equity and Inclusion to support the development of racial equity action plans for HSH and the Homelessness Response System.**

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

Start-Date: **Upon Board of Supervisors approval and TPC selection of consultant**  
End-Date: **To be determined, no later than June 30, 2021**

10a. Amount budgeted for contractual services: **n/a**

b. Will contractual services be put out to bid? **n/a**

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **n/a**

d. Is this likely to be a one-time or ongoing request for contracting out? **n/a**

11a. Does the budget include indirect costs?       Yes       No

b1. If yes, how much? **n/a**

b2. How was the amount calculated? **n/a**

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain): **n/a**

c2. If no indirect costs are included, what would have been the indirect costs? **n/a**

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

**\*\*Disability Access Checklist\*\***

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

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

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Scott W. Walton  
(Name)

Date Reviewed: September 24, 2020

Department Approval: Gigi Whitley Deputy Director of Administration and Finance  
(Name) (Title)  
*Gigi Marie Whitley*  
(Signature)



## MEMORANDUM OF UNDERSTANDING

Tipping Point is sponsoring a consulting engagement to assist the Department of Homelessness and Supportive Housing (HSH) in developing racial equity plans for both HSH and the Homelessness Response System (Project) with a value of \$99,999 (the “Gift” or “Engagement”) for the first phase of the Project, pursuant to the terms outlined below (the “Agreement”), dated as of September 24, 2020. Tipping Point may consider gifting additional consulting services for a second phase of this Project. 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 consultant (or group of consultants) (“Diversity, Equity and Inclusion (DEI) Consultant”) to assist HSH in developing racial equity plans for both HSH and the Homelessness Response System based on internal and external assessments and analysis and supporting the Department in building a shared language and culture of racial equity (“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. TIMING OF THE ENGAGEMENT

The Engagement commences upon the selection of the consultant through completion of Phase One of the Project. Tipping Point may, in its sole discretion, engage a DEI Consultant for Phase Two of this Project, as an additional gift to HSH. The term may be impacted based on the requirement for the Recipient to receive approval to accept the Gift from Tipping Point by the City and County of San Francisco’s Board of Supervisors prior to beginning the engagement.



### **3. PAYMENT FOR THE ENGAGEMENT**

- a) Tipping Point will select the DEI Consultant in conformance with its procurement process in its sole discretion, enter into a contract and pay DEI Consultant directly.
- b) Upon acceptance of the in-kind services gift from Tipping Point by the San Francisco Board of Supervisors, Recipient will work in good faith with the DEI 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 DEI 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 DEI Consultant in conformance with its procurement process in its sole discretion and will invite HSH representatives (including a representative from HSH's DEI Committee) to participate in the review of applications and sit on the final interview panel.
- c) As the Program Manager, HSH will work closely with the selected DEI consultant to set and track benchmarks in order to meet the legislated deadline of December 31, 2020 for final racial equity action plans for HSH and the Homelessness Response System.
- d) All progress reporting and final products will be shared by DEI consultant with Tipping Point, HSH Program Manager 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 the Recipient in its periodic reports and may make information about the Gift and the Recipient 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 the Recipient agree that the Recipient may include Tipping Point's name on lists of the Recipient's partners and/or supporters, and that in each instance in which the Recipient 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. Grantee 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 the Recipient 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 Recipient will be required to remit any portion of the outstanding services to Tipping Point within 60 days.

## **8. NOTIFICATIONS**

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

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

## **9. MISCELLANEOUS**

The MOU constitutes the entire agreement between Tipping Point and Recipient 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.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Tipping Point and the Recipient 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:  
*Liz 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: F013CE9F5B4B482...  
Virginia Dario Elizondo  
Deputy City Attorney



**TO: Angela Calvillo, Clerk of the Board of Supervisors**  
**FROM: Dylan Schneider, Acting Director of Strategy and External Affairs**

**DATE: September 25, 2020**

**SUBJECT: Accept In-Kind Gift for Diversity Equity Inclusion Consultant Services from Tipping Point Community**

**GRANT TITLE: In-kind gift of Diversity Equity Inclusion (“DEI”) Consultant Services**

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

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

  x   Grant information form, including disability checklist

  n/a   Grant budget - **This in-kind gift does not have a budget portion**

  n/a   Grant Application

  X   Grant award letter from funding agency- **Memorandum of Understanding (MOU) included**

  n/a   Ethics Form 126 (if applicable)

  n/a   Contracts, Leases/Agreements (if applicable)

     Other (Explain):

**Special Timeline Requirements:**

Please schedule at earliest available date.

**Departmental representative to receive a copy of the adopted resolution:**

Name: Dylan Schneider

Phone: 628.652.7742

Interoffice Mail Address: PO Box 427400, San Francisco CA. 94142-7400

Certified copy required Yes

No

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

Updated August 7, 2014

**From:** [Kittler, Sophia \(MYR\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Peacock, Rebecca \(MYR\)](#); [Schneider, Dylan \(HOM\)](#)  
**Subject:** Mayor - Resolution - Accept In-Kind Donation Tipping Point Community  
**Date:** Tuesday, September 29, 2020 12:58:17 PM  
**Attachments:** [For introduction 9 29 -- HSH Legislation to accept in-kind gift of DEI consulting services from Tipping Point.zip](#)

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Hello,

Please find attached for introduction a **Resolution authorizing the Department of Homelessness and Supportive Housing (“HSH”) to accept an in-kind gift for Diversity Equity Inclusion consultant services in a value not to exceed \$99,999 from Tipping Point Community to support the first phase of the development of racial equity action plans for HSH and Homelessness Response System (“Project”); and authorizing HSH to accept an additional in-kind gift of consultant services a value not to exceed \$150,000 for a second phase of this Project.**

Please let us know if any additional information is needed.

Thank you,

Sophia Kittler  
Office of Mayor London N. Breed  
415 554 6153