

File No. 240442

Committee Item No. 12

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date June 5, 2024

Board of Supervisors Meeting Date _____

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- HSH Presentation 6/5/2024
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Completed by: Brent Jalipa Date May 30, 2024

Completed by: Brent Jalipa Date _____

1 [Grant Agreement - Meals on Wheels of San Francisco - Meals for Navigation Centers and
2 Shelters - Not to Exceed \$49,737,600]

3 **Resolution approving a grant agreement between Meals on Wheels of San Francisco**
4 **and the Department of Homelessness and Supportive Housing (“HSH”) to provide**
5 **meals for navigation centers and shelters; approving a term of July 1, 2024, through**
6 **June 30, 2029, and a total not to exceed amount of \$49,737,600; and authorizing HSH to**
7 **enter into any amendments or other modifications to the agreement that do not**
8 **materially increase the obligations or liabilities, or materially decrease the benefits to**
9 **the City and are necessary or advisable to effectuate the purposes of the agreement.**

10

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

15 WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the Board
16 of Supervisors and Mayor London N. Breed declared a shelter crisis and affirmed San
17 Francisco’s commitment to a continuum of shelter and service options for people experiencing
18 homelessness; and

19 WHEREAS, As of the 2022 Point-in-Time Count, there were approximately 7,750
20 people experiencing homelessness in San Francisco on any given night, 43% of whom were
21 sheltered; and

22 WHEREAS, The nonprofit provider Meals on Wheels of San Francisco (“Meals on
23 Wheels”) has extensive experience operating meal delivery programs for temporary shelter
24 programs; and

25

1 WHEREAS, HSH selected Meals on Wheels through RFP #141 Shelter Ancillary
2 Services, to provide meals to guests in Temporary Shelter programs; and

3 WHEREAS, The new grant agreement (“Agreement”) would have a term of July 1,
4 2024, through June 30, 2029, and a total amount not to exceed \$49,737,600; and

5 WHEREAS, Through the Agreement, Meals on Wheels will provide two meals daily for
6 up to 2,327 guests across 15 temporary shelter programs; and

7 WHEREAS, A copy of the Agreement is on file with the Clerk in File No. 240442,
8 substantially in final form, with all material terms and conditions included, and only remains to
9 be executed by the parties upon approval of this Resolution; and

10 WHEREAS, The Agreement requires Board of Supervisors approval under Charter
11 Section, 9.118; now, therefore, be it

12 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
13 of HSH (“Director”) or their designee to execute the Agreement with Meals on Wheels from
14 July 1, 2024, through June 30, 2029, in the total not to exceed amount of \$49,737,600; and,
15 be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director or their
17 designee to enter into any amendments or modifications to the Agreement, prior to its final
18 execution by all parties, that HSH determines, in consultation with the City Attorney, do not
19 materially increase the obligations or liabilities of the City or materially decrease the benefits
20 to the City, are necessary or advisable to effectuate the purposes of the grant, and are in
21 compliance with all applicable laws; and, be it

22 FURTHER RESOLVED, That within 30 days of the Agreement being executed by all
23 parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
24 No. 240442; this requirement and obligation resides with HSH, and is for the purposes of
25 having a complete file only, and in no manner affects the validity of the approved agreement.

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Recommended:

 /s/

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive Housing

Item 12 File 24-0442	Department: Homelessness and Supportive Housing
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve a new grant agreement between Meals on Wheels and the Department of Homelessness and Supportive Housing (HSH) to provide meals at various shelter sites. The agreement has a term from July 1, 2024 through June 30, 2029 and a total amount not to exceed amount of \$49,737,600.

Key Points

- HSH currently contracts with Meals on Wheels to provide frozen meals at 11 navigation center sites at a cost of \$6.62 per frozen meal in FY 2023-24. This cost per frozen meal increases to \$7.15 in the proposed agreement due to inflation.
- Under its current contract, Meals on Wheels did not meet its service and outcome objectives related to meal satisfaction in FY 2022-23. In order to address this deficiency, the new contract includes a second service objective to conduct a focus group twice per year to test meals and provide feedback.

Fiscal Impact

- The grant agreement is largely funded by the General Fund (87 percent of the total) and includes a 20 percent contingency for additional sites to be added in the future and/or to accommodate potential increases to usage rates.

Policy Consideration

- The Department may wish to further enhance the grant agreement’s outcome objectives to ensure the provision of high-quality meals to shelter guests. In our review of grant agreements between the Human Services Agency and non-profit meal providers of congregate and home-delivered meals, we identified a number of objectives worthy of consideration, such as reporting on increased consumption of fruits, vegetables, and/or whole grains or feeling less worried about getting enough food to meet their needs.

Recommendations

- Request HSH consider additional performance objectives for this or future meal provider grants, consistent with the Human Services Agency.
- 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 Department of Homelessness and Supportive Housing (HSH) currently contracts with Meals on Wheels of San Francisco to provide frozen meals at 11 navigation center sites, which may need up to 2,454 meals per day (two per day for up to 1,227 clients at a time). The existing contract has a two-year term, ending June 30, 2024 and a not-to-exceed amount of \$9,800,309. The first navigation center opened in the Mission District in 2015, providing low-threshold shelter services to adults and youth experiencing homelessness. According to the Department’s report to the Homelessness Oversight Commission, a component of the navigation center model is to provide meals on demand for shelter guests, instead of at specific mealtimes. The navigation center sites have the ability to store, heat, and serve frozen meals on demand.

2023 Request for Proposal (RFP) for Meals at Navigation Centers and Shelters

The Department issued a Request for Proposal (RFP) in August 2023 for shelter ancillary services, including expanded meal services at navigation centers and shelters and hot meals for alternative shelter sites that are not able to reheat frozen meals on demand.¹ The RFP evaluation panel for meal services consisted of:

- Three staff members from the San Francisco Human Services Agency (HSA), including a Program Coordinator, a Planning Manager, and a Welfare-to-Work Manager;
- Two staff members from HSH, including a Program Support Analyst, and a Shelters and Navigation Centers Program Specialist; and
- A Director of Shelter Health from the San Francisco Department of Public Health (DPH).

The panel scored proposals for (1) meals for shelters and navigation centers, and (2) hot meals for alternative shelter sites based on the following criteria: program plan (40 points), relevant experience (20 points), organization capacity and staffing (20 points), and budget (20 points). For meals for shelters and navigation centers, Meals on Wheels was one of two respondents and received a score of 87 out 100 possible points. The other respondent (Everytable PBC) received a score of 80.8 points. For hot meals for alternative shelter sites, Meals on Wheels was again one of two respondents and received a score of 87 out of 100 possible points. The other respondent (Farming Hope) received a score of 78 points.

¹ Currently, Navigation Centers and emergency shelters receive meals via Meals on Wheels, while other site operators have subcontracts for meals or provide on-site food services.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new grant agreement between Meals on Wheels and HSH to provide frozen meals for navigation centers and shelters as well as hot meals for alternative shelter sites from July 1, 2024 through June 30, 2029 for a total amount not to exceed \$49,737,600.

Services Provided

The funding will provide two meals daily for up to 2,327 guests across a total of 15 temporary shelter programs. Under the contract, Meals on Wheels is required to meet the following meal standards:

- Meals shall be individually portioned, packaged, and delivered either frozen or hot and ready to eat, depending on the site;
- Condiments and dinnerware shall be included;
- Meals shall meet the DPH *Shelter Health Menu Pattern for Adults*, including: four ounces of protein or protein equivalent, one cup fruit/vegetable serving, one-and-a-half cup grain or starchy vegetable serving, and one cup of 1 percent milk;
- Provision of special meals, including vegetarian, diabetic/low sodium/low fat, and mechanical soft entrees; and
- A two-week cycle for each breakfast and dinner meal (including special meals) shall be developed listing meals, menu items, and portion sizes, including a nutrient analysis of calories, protein, carbohydrates, total fat, and sodium.

Shelter Sites and Number of Meals Served

The proposed agreement specifies 15 temporary shelter programs to receive meals for up to 2,327 clients at a time depending on shelter occupancy rates, as shown in Exhibit 1. Three of the sites will receive hot meals, and the remaining 12 sites will receive frozen meals. The agreement assumes utilization rates of 96 percent for hot meals and 68 percent for frozen meals based on past utilization data. The utilization rate accounts for shelter vacancies as well as guests that do not eat meals twice daily at the program. Hot meals have a much higher utilization rate because they are provided to alternative shelter sites that cannot support storage, heating, and serving of frozen meals. The Department reports that the majority of hot meals are consumed by shelter guests.

Exhibit 1: 15 Temporary Shelter Programs Expected to Receive a Total of 1,171,398 Meals in FY 2024-25

	Total Number of Guests	Daily Meals Per Guest	Usage Rate (%)	Total Number of Meals Annually
Hot Meals for Alternative Shelter Sites				
33 Gough Street	73	2	96%	51,158
Bayview Vehicle Triage Center	85	2	70	43,435
Mission Cabins	68	2	96	47,654
Subtotal, Hot Meals	226	2		142,248
Frozen Meals for Navigation Centers and Shelters				
Baldwin SAFE Navigation Center	180	2	68%	89,352
Bayshore Navigation Center	128	2	68	63,539
Bayview SAFE Navigation Center	203	2	68	100,769
Central Waterfront Navigation Center	64	2	68	31,770
Embarcadero SAFE Navigation Center	200	2	68	99,280
Division Circle Navigation Center	186	2	68	92,330
Taimon Booten Navigation Center	84	2	68	41,698
711 Post Semi-Congregate Shelter	250	2	68	124,100
Next Door Shelter	334	2	68	165,798
Hospitality House Shelter	30	2	68	14,892
Ellis Semi-Congregate Shelter	115	2	68	57,086
Multi-Service Center-South*	327	2	68	148,536
Subtotal, Frozen Meals	2,101	2		1,029,150
Total	2,327	2		1,171,398

Source: Appendix B of grant agreement

*Multi-Service Center-South will be served by the program in FY 2024-25 and for part of FY 2025-26 while their kitchen is being rehabilitated.

Under the existing agreement, Meals on Wheels has provided 580,354 meals in FY 2023-24 through April, and is projected to provide a total of 633,224 meals through the end of the fiscal year in June to 11 sites, which include all the frozen meal sites listed above except for Multi-Service Center-South. The number of frozen meals provided is increasing by approximately 63 percent (from 633,224 in FY 2023-24 to 1,029,150 in FY 2024-25) because of the 148,536 meals for Multi-Service Center-South as well as increased shelter capacity across multiple sites post-COVID. The three alternative shelter site operators currently each subcontract with the non-profit provider Farming Hope to provide a total of 58,636 hot meals in FY 2023-24.

Performance Monitoring

Under its current navigation center contract, Meals on Wheels did not meet its service and outcome objectives related to meal satisfaction in FY 2022-23, as shown in Exhibit 2. In order to address this deficiency, the new contract includes a second service objective to conduct a focus group twice per year comprised of eight to ten current shelter guests to test meals and provide

feedback. The Department believes that the focus group will support increased satisfaction with meals, which are required to meet the City’s Shelter Standards of Care² as well as the Department’s goal to provide “culturally competent and diverse menus” to meet the preferences of the diverse populations served in temporary shelter. Further, the proposed grant requires the provider to meet with a DPH dietician twice per year to monitor food safety/sanitation, meal preparation/service, and menu documentation.

Exhibit 2: Meals on Wheels Objectives (Goals and Actuals) For FY 2022-23

Service Objective	Goal	Actual	Achieved (Y/N)
Serve meals that attain a high satisfaction level from participants, per results of satisfaction surveys administered by the navigation center service providers ¹	Unspecified	Q1: N/A Q2: 196 Q3: 277 Q4: 830	N ²
Outcome Objective			
A minimum of 75 percent of the guests responding to the Quarterly Satisfaction Survey issued by the navigation center service providers will rate the overall quality of meals as Good or Excellent	75%	Q1: N/A Q2: 53% Q3: 31% Q4: 55%	N

Source: HSH

¹Note: The Department reported that it did not track how many total surveys were distributed by Meals on Wheels. The amounts shown for each quarter reflect the total number of completed surveys, not necessarily those returned with a “high satisfaction level.” The Department reported that this objective seeks to measure the survey response rate and they intend to clarify the objective language for the new agreement and better track the total number of surveys distributed.

²Note: Provider did not meet this objective because no survey was conducted in the first quarter.

Fiscal and Compliance Monitoring

In August 2023, the Human Services Agency conducted fiscal and compliance monitoring of Meals on Wheels, and there were no findings.

FISCAL IMPACT

The grant agreement is largely funded by the General Fund (87 percent of the total), with additional support from Homelessness Gross Receipts Tax Proposition C (5 percent) as well as two sources of state funding: a total of \$730,000 from Encampment Resolution Fund (Round 2) to fund meals at Mission Cabins as well as a total of \$2,738,574 in Homeless Housing, Assistance and Prevention (HHAP) funds, as shown in Exhibit 3.³ The proposed not to exceed amount is

² The City’s Shelter Standards of Care require shelter operators to engage a nutritionist to develop meal plans and post daily menus, as well as make dietary modifications to accommodate clients’ religious beliefs and practices, health or disability.

³ The City has received more than \$143 million through four rounds of Homeless Housing, Assistance and Prevention funds, and has applied for the fifth round of funding.

\$49,737,600, inclusive of a 20 percent contingency, which is standard for new programs, according to HSH. The contingency amount provides flexibility for additional sites to be added in the future and/or to accommodate potential increases to usage rates. In our review of the proposed contract budget, we found an inconsistency of \$28,872 between the sources and uses of funds for FY 2025-26, which HSH will correct in the final version of the contract.

Exhibit 3: Sources and Uses of Funds

	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total
SOURCES						
Local						
General Fund	\$5,762,118	\$5,410,701	\$8,140,702	\$8,303,516	\$8,303,516	\$35,920,553
Proposition C	1,000,000	1,030,000				\$2,030,000
Local Subtotal	\$6,762,118	\$6,440,701	\$8,140,702	\$8,303,516	\$8,303,516	\$37,950,553
State						
Homeless Housing, Assistance and Prevention	\$1,369,287	\$1,369,287				\$2,738,574
Encampment Resolution Fund	365,000	365,000				\$730,000
State Subtotal	\$1,734,287	\$1,734,287				\$3,468,574
Subtotal	\$8,496,405	\$8,174,988	\$8,140,702	\$8,303,516	\$8,303,516	\$41,419,127
<i>Contingency (20% of total)</i>						\$8,283,825
Total Sources						\$49,702,952
USES						
Hot Meals	\$1,137,982	\$1,305,058	\$1,331,159	\$1,357,782	\$1,357,782	\$6,489,763
Frozen Meals	\$7,358,423	\$6,869,930	\$6,809,543	\$6,945,734	\$6,945,734	\$34,929,364
Subtotal	\$8,496,405	\$8,174,988	\$8,140,702	\$8,303,516	\$8,303,516	\$41,419,127
<i>Contingency (20% of total)</i>						\$8,283,825
Total Uses						\$49,702,952

Source: Appendix B of the proposed agreement

Cost Per Meal

The FY 2024-25 budget of \$8,496,405 assumes a cost of \$7.15 per frozen meal and \$8.00 per hot meal. Hot meals cost more due to higher delivery costs as they are delivered twice daily, according to the Department. The three alternative shelter sites serving hot meals are 33 Gough Street, Bayview Vehicle Triage Center, and Mission Cabins, while all other sites will receive frozen meals. In Years 2, 3, and 4 of the contract, these per unit meal costs grow by two to three percent due to annual cost of doing business (CODB) increases; year 5 does not include a CODB increase because the amount has not yet been established. Compared to the existing contract, the cost of frozen meals is increasing from \$6.62 in FY 2023-24 to \$7.15 proposed in FY 2024-25, an increase of 8 percent. According to HSH staff, this increase is due to increased food costs resulting from inflation.

Exhibit 4 below shows the proposed cost per meal and number of meals in each year of the agreement. The cost per meal covers all costs, including food, packaging, labor, delivery, and indirect costs.

Exhibit 4: Proposed Cost per Meal and Number of Meals by Year

	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Cost per Meal					
Hot	\$8.00	\$8.24	\$8.40	\$8.57	\$8.57
Frozen	\$7.15	\$7.36	\$7.51	\$7.66	\$7.66
Number of Meals					
Hot	142,248	158,381	158,381	158,381	158,381
Frozen	1,029,150	932,844	906,514	906,514	906,514
Total Meals	1,171,398	1,091,225	1,064,895	1,064,895	1,064,895

Source: Proposed Agreement

The number of hot meals per year increases in FY 2025-26 from 142,248 to 158,381 due to an estimated increase in the utilization rate for the Bayview Vehicle Triage Center from 70 percent to 96 percent. The number of frozen meals per year decreases from 1,029,150 in FY 2024-25 to 906,514 in FY 2026-27 largely due to no utilization of the program for Multi-Service Center-South starting in FY 2026-27.

POLICY CONSIDERATION

The Department may wish to further enhance the grant agreement’s outcome objectives in order to ensure the provision of high-quality meals to shelter guests. In our review of grant agreements between HSA and non-profit meal providers of congregate and home-delivered meals, we identified the following outcome objectives worthy of consideration:

- Consumers report increased consumption of fruits, vegetables, and/or whole grains. Target: 75 percent.
- Consumers feel less worried about getting enough food to meet their needs. Target: 85 percent.
- Consumers rate the quality of meals they receive as excellent or good. Target: 85 percent. (We note that this objective is already included by HSH, but at a target of 75 percent.)

The outcome measures for HSA are based on a consumer survey and a sample size equal to or greater than the average number of daily meals served by the grantee.

RECOMMENDATIONS

1. Request HSH consider additional performance objectives for this or future meal provider grants, consistent with the Human Services Agency.
2. Approve the proposed resolution.

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
MEALS ON WHEELS OF SAN FRANCISCO**

THIS GRANT AGREEMENT (“Agreement”) is made as of **July 1, 2024**, in the City and County of San Francisco, State of California, by and between **MEALS ON WHEELS OF SAN FRANCISCO** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”).

RECITALS

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

WHEREAS, this Grant Agreement was procured as required through Request for Proposals (RFP) #141, issued August 8, 2023; and

WHEREAS, the City’s Homelessness Oversight Commission approved this Agreement by Resolution No. 24-052 on May 2, 2024; and

WHEREAS, the Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution #<insert Resolution number> on <Month Date, Year>; and

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from

time to time.

- (b) “Application Documents” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “Budget” shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) “Charter” shall mean the Charter of City.
- (e) “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “Controller” shall mean the Controller of City.
- (g) “Eligible Expenses” shall have the meaning set forth in Appendix A-1, Services to be Provided, Appendix A-2, Services to be Provided and Appendix B, Budget.
- (h) “Event of Default” shall have the meaning set forth in Section 11.1.
- (i) “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1, and April 1, respectively.
- (j) “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “Funding Request” shall have the meaning set forth in Section 5.3(a).
- (l) “Grant” means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) “Grant Funds” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “Grant Plan” shall have the meaning set forth in Appendix A-1, Services to be Provided, Appendix A-2, Services to be Provided and Appendix B, Budget.
- (o) “Indemnified Parties” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and

- (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) “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), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), 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, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.
- (s) “Subgrantee” shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee’s obligations arising from this Agreement.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“Subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any

and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

ARTICLE 2
APPROPRIATION AND CERTIFICATION OF GRANT FUNDS;
LIMITATIONS ON CITY'S OBLIGATIONS

- 2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.
- 2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City.

City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.** The term of this Agreement shall commence on **July 1, 2024** and expire on **June 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any Subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any Subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly

transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any Subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from Subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part

with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Forty Nine Million Seven Hundred Thirty Seven Thousand Six Hundred Dollars (\$49,737,600)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Eight Million Two Hundred Eighty Nine Thousand Six Hundred Dollars (\$8,289,600)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to

Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee 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. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds.

- (a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation

hereunder to refund the remainder of the disallowed amount.

- (b) **Grant Terms.** Where the funding for this Agreement is provided in full or in part by a federal or state grant to the City, as part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents,

payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

- (a) Grantee, on behalf of itself and any Subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any Subgrantee, successor or assign, may be subject to the payment of such taxes.
- (b) Grantee, on behalf of itself and any Subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with

the terms hereof.

- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- 8.4 Conflict of Interest.**
- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
 - (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).
- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interests in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- 8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- 8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY

- 9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, Subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, Subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, Subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.
- 9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with

respect to such damages.

- 9.4 LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

- 10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
 - (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
 - (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as Additional Insured City and its officers, agents and employees.
 - (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- 10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at

least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

- 10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.
- 10.9 Worker's Compensation.** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- 11.1 Events of Default.** The occurrence of any one or more of the following events shall

constitute an “Event of Default” under this Agreement:

- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice,

this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially

all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Budget lists any permitted Subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Budget is blank or specifies that there are no permitted Subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted Subgrantees set forth on Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any Subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its Subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all Subgrantees to the extent applicable. A default by any Subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any Subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the Subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the Subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall remain liable for the performance by any assignee or Subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents.

Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

**ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS**

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or 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 Grantee: Meals on Wheels of San Francisco
2142 Jerrold Ave.
San Francisco, CA 94124
Attn: Jennifer Steele
jsteele@mowsf.org

Any notice of default must be sent by registered mail.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or Subgrantee, applicant for employment with such grantee or Subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all Subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than

the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

- 16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
- 16.8 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.
- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee’s board of directors; Grantee’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.
- 16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of

San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Reserved. (Working with Minors).

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco> Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Contractor’s or subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach,

two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) **Packaged Water Distribution.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24 as part of its performance of this Agreement.

16.20 Reserved. (Duty to Collect and Record Client Sexual Orientation and Gender Identity Data).

16.21 Compliance with Other Laws.

- (a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- (b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any Subgrantees/subrecipients/ subcontractors to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any Subgrantees/subrecipients/subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care).

16.23 Additional Requirements for Federally-Funded Awards, when applicable.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub-awards under the award.

**ARTICLE 17
MISCELLANEOUS**

- 17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A-1, Services to be Provided
- Appendix A-2, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

- | | |
|-------------|--------------------------|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims. |

Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Reserved.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 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 Eligible Expenses. Any services provided beyond those listed in Eligible Expenses must be approved by the Department.

17.15 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**MEALS ON WHEELS OF SAN
FRANCISCO**

By: _____
Shireen McSpadden
Executive Director

By: _____
Jennifer Steele
Chief Executive Officer
City Supplier Number: 15426

Approved as to Form:
David Chiu
City Attorney

By: _____
Adam Radtke
Deputy City Attorney

**Appendix A-1, Services to be Provided
by
Meals on Wheels of San Francisco
Meals for Navigation Centers and Shelters**

I. Purpose of Grant

The purpose of the grant is to provide meals to the served population.

II. Served Population

Grantee shall serve guests onsite at Shelter Programs.

III. Description of Services

Grantee shall provide services to the total number of guests as described in Appendix B, Budget (“Number Served” tab). Grantee shall provide the following services during the term of this grant:

- A. Grantee shall provide meals twice a day to each of the Navigation Center and Shelter sites, as directed by the Department of Homelessness and Supportive Housing (HSH) Program Manager, in coordination with the Navigation Center and Shelter providers.
 1. Meals shall be individually portioned, packaged, frozen, and able to be stored and reheated by Shelter staff.
 2. Condiments and dinnerware shall be included with meals.
 3. Complete Meals shall meet the DPH Shelter Health Menu Pattern for Adults which includes the following unless otherwise directed by the DPH identified Registered Dietician:
 - a. 4 oz. Protein/protein equivalent
 - b. 1 cup fruit/vegetable serving
 - i. ½ cup must be vegetable in both breakfast and dinner meals
 - ii. ½ cup will be 4 oz 100% fruit juice for the breakfast meals
 - iii. ½ cup will be fresh fruit or canned fruit in juice in dinner meals.
 - c. 1 ½ cup grain or starchy vegetable serving
 - d. 8 oz. 1% milk
 4. Fruit juice, canned fruit, and milk will be provided in individual, commercially packaged containers. Fresh fruit will be provided in bulk.
 5. A two-week cycle for each breakfast and dinner meals shall be developed listing meals, menu items, and portion sizes to meet the menu pattern. A nutrient analysis shall be provided for the two-week cycle menu complete meal including the following: 1. Calories, 2. Protein, 3. Carbohydrates, 4. Total Fat 5. Sodium.
 6. Grantee shall provide the following special meals to meet the needs of guests with special dietary needs:
 - a. Vegetarian,
 - b. Diabetic/low sodium/low-fat
 - c. Mechanical soft entrees
 7. Grantee shall work with the DPH identified Registered Dietician on special meal definitions.
 8. A two-week cycle for each special meal plan breakfast and dinner meals shall be developed listing meals, menu items, and portion sizes to meet the menu pattern. A nutrient analysis shall be provided for the two-week cycle menu complete meal

including the following: a. Calories, b. Protein, c. Carbohydrates, d. Total Fat, and e. Sodium.

- B. Grantee shall assist the shelter service providers in determining the appropriate number of breakfast and dinner meals to order, with reminders regarding days between deliveries and holiday schedules. The number and type of meals requested may vary from site to site and may fluctuate based on consumption.
- C. Grantee shall deliver meals at agreed upon times on designated days, as arranged between the Grantee and shelter service provider at each site. Meals shall be delivered to the ground floor in bulk, and will be stored, heated, and distributed appropriately by the staff of the shelter programs.

IV. Location and Time of Services

Grantee shall provide services to the specific locations listed in Appendix B, Budget (“Number Served” tab). Additional sites may be added or removed at the direction of the HSH Program Manager and as reflected in the final modified Appendix B, Budget.

V. Service Requirements

- A. Grantee shall meet with the DPH Registered Dietician twice-yearly to provide annual monitoring and evaluation of food safety/sanitation, meal preparation/service, and menu documentation in compliance with DPH Shelter Health Menu Pattern for Adults.
- B. Grantee shall comply with all federal, state, and local ordinances and regulations governing food safety, food handling, preparation, storage, and transport at all stages of program operations, including the California Retail Food Code¹.
- C. Grantee shall comply with menu, diet, and meal standards set forth in the Shelter Standards of Care Legislation².
- D. Grantee shall hold a permit to operate and comply with yearly inspections from DPH Environmental Health.
- E. Grantee shall comply with the City’s food service waste reduction ordinance and use reusable, biodegradable, compostable and/or recyclable food service supplies.
- F. Grantee shall provide adequate paid and/or volunteer staffing to administer the program and deliver quality services to meet the shelter service provider’s meal needs.

¹ California Retail Food Code can be found:

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/RetailFood/CRFC.pdf>

² Additional information on Shelter Standards of Care legislation can be found:

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

- G. Grantee shall communicate regularly with the shelter service providers regarding meal needs and delivery logistics, and establish a written Memorandum of Understanding (MOU) with each shelter outlining communication.
- H. Conflict Resolution: Grantee shall communicate regularly with shelter service providers and agree to work in good faith to resolve conflicts that arise. If a conflict cannot be resolved, Grantee shall notify the HSH Program Manager to assist with conflict resolution.
- I. Special Dietary Requests: Grantee shall have a written policy informing guests how to make special meal requests for dietary accommodations.
- J. Feedback, Complaint and Follow-up Policies:
 Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:
 1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request repairs/services; and
 2. A written quarterly survey, which shall be offered to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.
 3. A twice-yearly focus group with at least 10 guests from shelters to taste test food and give feedback on their shelter food experience.
- K. City Communications and Policies
 Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
 1. Regular communication to HSH about the implementation of the program; and
 2. Attendance of quarterly HSH meetings, as needed.

VI. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall work with shelter providers administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for participants.
- B. Grantee shall conduct a focus group twice per year, made up of at least 10 current shelter guests to test meals and provide feedback.

VII. Outcome Objectives

Grantee shall achieve the following outcome objective:

- A. A minimum of 75 percent of the guests responding to the Quarterly Satisfaction Survey issued by the shelter service providers will rate the overall quality of meals as Good or Excellent.

VIII. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- B. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the Contracts Administration Reporting and Billing On-line (CARBON) database by the 15th of the following month. The reports shall include the following information:
 - 1. The number of regular breakfast meals delivered;
 - 2. The number of regular dinner meals delivered;
 - 3. The number of special breakfast meals delivered; and
 - 4. The number of special dinner meals delivered.
- C. Grantee shall provide a report twice per year, summarizing information gathered from the guest focus group, as described in the Service and Outcome Objectives sections. Grantee shall enter the report in CARBON no later than April 15th and October 15th of each year.
- D. Grantee 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 Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- E. Grantee shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee 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 Grantee within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

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

IX. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as,

but not limited to, review of the following: Grantee's administrative and food production 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.

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

**Appendix A-2, Services to be Provided
by
Meals on Wheels of San Francisco
Hot Meals for Alternative Shelter Sites**

I. Purpose of Grant

The purpose of the grant is to provide meals to the served population.

II. Served Population

Grantee shall serve unsheltered people experiencing homelessness and individuals who are guests of Alternative Shelter Sites.

III. Description of Services

Grantee shall provide services to the total number of guests as described in Appendix B, Budget (“Number Served” tab). Grantee shall provide the following services during the term of this grant:

- A. Grantee shall provide meals twice a day to each of the Alternative Shelter Sites, as directed by the Department of Homelessness and Supportive Housing (HSH) Program Manager, in coordination with the Alternative Shelter Site providers.
 1. Meals shall be individually portioned, packaged, and delivered ready to eat.
 2. Condiments and dinnerware shall be included with meals.
 3. Complete Meals shall meet San Francisco Department of Public Health (DPH) Shelter Health Menu Pattern for Adults which includes the following unless otherwise directed by the DPH identified Registered Dietician:
 - a. 4 oz. Protein/protein equivalent;
 - b. 1 cup fruit/vegetable serving:
 - i. ½ cup must be vegetable in both breakfast and dinner meals.
 - ii. ½ cup will be 4 oz 100% fruit juice for the breakfast meals.
 - iii. ½ cup will be fresh fruit or canned fruit in juice in dinner meals.
 - c. 1 ½ cup grain or starchy vegetable serving; and
 - d. 8 oz. 1% milk.
 4. Fruit juice, canned fruit, and milk will be provided in individual, commercially packaged containers. Fresh fruit will be provided in bulk.
 5. A two-week cycle for each breakfast and dinner meals shall be developed listing meals, menu items, and portion sizes to meet the menu pattern. A nutrient analysis shall be provided for the two-week cycle menu complete meal including the following: a. Calories, b. Protein, c. Carbohydrates, d. Total Fat, and e. Sodium.
 6. Grantee shall provide the following special meals to meet the needs of guests with special dietary needs:
 - a. Vegetarian;
 - b. Diabetic/low sodium/low-fat; and
 - c. Mechanical soft entrees.
 7. Grantee shall work with the DPH identified Registered Dietician on special meal definitions.
 8. A two-week cycle for each special meal plan breakfast and lunch/dinner meals shall be developed listing meals, menu items, and portion sizes to meet the menu pattern. A nutrient analysis shall be provided for the two-week cycle menu

complete meal including the following: 1. Calories, 2. Protein, 3. Carbohydrates, 4. Total Fat, 5. Sodium.

- B. Grantee shall assist the site service providers in determining the appropriate number of breakfast and dinner meals to order, with reminders regarding days between deliveries and holiday schedules. The number and type of meals requested may vary from site to site and may fluctuate based on consumption.
- C. Grantee shall deliver meals at agreed upon times daily, as arranged between the Grantee and services provider at each site. Meals shall be delivered in a manner that adheres to public health safety orders and recommendations.

IV. Location and Time of Services

Grantee shall provide services to the specific locations listed in Appendix B, Budget (“Number Served” tab). Additional sites may be added or removed at the direction of the HSH Program Manager and as reflected in the final modified Appendix B, Budget.

V. Service Requirements

- A. Grantee shall utilize DPH Registered Dietician support services to provide annual monitoring and evaluation of food safety/sanitation, meal preparation/service, and menu documentation.
- B. Grantee shall comply with all federal, state, and local ordinances and regulations governing food safety, food handling, preparation, storage, and transport at all stages of program operations, including the California Retail Food Code¹.
- C. Grantee shall comply with menu, diet, and meal standards set forth in the Shelter Standards of Care Legislation².
- D. Grantee shall hold a permit to operate and comply with yearly inspections from DPH Environmental Health.
- E. Grantee shall comply with the City’s food service waste reduction ordinance and use reusable, biodegradable, compostable and/or recyclable food service supplies.
- F. Grantee shall provide adequate paid and/or volunteer staffing to administer the program and deliver quality services to meet the site service provider’s meal needs.

¹ California Retail Food Code can be found:

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/RetailFood/CRFC.pdf>

² Additional information on Shelter Standards of Care legislation can be found:

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

- G. Grantee shall communicate regularly with the site service providers regarding meal needs and delivery logistics, and establish a written Memorandum of Understanding (MOU) with each site outlining communication.
- H. Conflict Resolution: Grantee shall communicate regularly with site service providers and agree to work in good faith to resolve conflicts that arise. If a conflict cannot be resolved, Grantee shall notify the HSH Program Manager to assist with conflict resolution.
- I. Special Dietary Requests: Grantee shall have a written policy informing guests how to make special meal requests for dietary accommodations.
- J. Feedback, Complaint and Follow-up Policies:
Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:
 - 1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request repairs/services; and
 - 2. A written quarterly survey, which shall be offered to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.
- K. City Communications and Policies
Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
 - 1. Regular communication to HSH about the implementation of the program; and
 - 2. Attendance of quarterly HSH meetings, as needed.

VI. Service Objectives

Grantee shall achieve the following service objectives:

- A. Grantee shall work with shelter providers administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for participants.
- B. Grantee shall conduct a focus group twice per year, made up of eight to 10 current shelter guests to test meals and provide feedback.

VII. Outcome Objectives

Grantee shall achieve the following outcome objective:

- A. A minimum of 75 percent of the guests responding to the Quarterly Satisfaction Survey issued by the site service providers will rate the overall quality of meals as Good or Excellent.

VIII. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- B. Grantee shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. Grantee shall enter the monthly metrics in the Contracts Administration Reporting and Billing On-line (CARBON) database by the 15th of the following month. The reports shall include the following information:
 - 1. The number of regular breakfast meals delivered;
 - 2. The number of regular dinner meals delivered;
 - 3. The number of special breakfast meals delivered; and
 - 4. The number of special dinner meals delivered.
- C. Grantee shall provide a report twice per year, summarizing information gathered from the guest focus group, as described in the Service and Outcome Objectives sections. Grantee shall enter the report in CARBON no later than April 15th and October 15th of each year.
- D. Grantee 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 Grantee. Grantee shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- E. Grantee shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee 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 Grantee within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- F. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

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

IX. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, review of the following: participant files, Grantee'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.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal 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	7/1/2024		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	7/1/2024	6/30/2029	5
6	Amended Term	7/1/2024	6/30/2029	5
7	Program	Meals for Navigation Centers and Shelters; Hot Meals for Alternative Shelter Sites		
8				
9	Approved Subcontractors			
10	None.			
11				
12				
13				
14				
15				
16				
17				
18				
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20				
21				
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24				
25				

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	
2	APPENDIX B, BUDGET																	
3	Document Date	7/1/2024																
4	Contract Term	Begin Date	End Date	Duration (Years)														
5	Current Term	7/1/2024	6/30/2029	5														
6	Amended Term	7/1/2024	6/30/2029	5														
7	Program	Meals for Navigation Centers and Shelters; Hot Meals for Alternative Shelter Sites																
10					CODB		3%						CODB		3%			
11	Year 1								Year 2									
12	7/1/2024 - 6/30/2025								7/1/2025-6/30/2026									
13	Cost per Hot Meal								\$8.00	Cost per Hot Meal								
14	Cost per Frozen Meal								\$7.15	Cost per Frozen Meal								
15	Sites	Meal Type	Total Number of Guests	Usage Rate	Daily Meals per Guest	Meals Per Day	Number of Days	Number of Meals	Total Number of Guests	Usage Rate	Daily Meals per Guest	Meals Per Day	Number of Days					
16	33 Gough Street	Hot	73	96%	2	140	365	51,158	73	96%	2	140	365					
17	Bayview Vehicle Triage Center	Hot	85	70%	2	119	365	43,435	85	96%	2	163	365					
18	Mission Cabins	Hot	68	96%	2	131	365	47,654	68	96%	2	131	365					
19	Total Hot Meals	Hot	226		6	390	1,095	142,248	226		6	434	1,095					
20	Baldwin SAFE Navigation Center	Frozen	180	68%	2	245	365	89,352	180	70%	2	252	365					
21	Bayshore Navigation Center	Frozen	128	68%	2	174	365	63,539	128	70%	2	179	365					
22	Bayview SAFE Navigation Center	Frozen	203	68%	2	276	365	100,769	203	70%	2	284	365					
23	Central Waterfront Navigation Center	Frozen	64	68%	2	87	365	31,770	64	70%	2	90	365					
24	Embarcadero SAFE Navigation Center	Frozen	200	68%	2	272	365	99,280	200	70%	2	280	365					
25	Division Circle Navigation Center	Frozen	186	68%	2	253	365	92,330	186	70%	2	260	365					
26	Taimon Booten Navigation Center	Frozen	84	68%	2	114	365	41,698	84	70%	2	118	365					
27	711 Post Semi-Congregate Shelter	Frozen	250	68%	2	340	365	124,100	250	70%	2	350	365					
28	Next Door Shelter	Frozen	334	68%	2	454	365	165,798	334	70%	2	468	365					
29	Hospitality House Shelter	Frozen	30	68%	2	41	365	14,892	30	70%	2	42	365					
30	Ellis Semi-Congregate Shelter	Frozen	115	68%	2	156	365	57,086	115	70%	2	161	365					
31	MSC - S	Frozen	327	68%	2	445	334	148,536	327	33%	2	216	122					
32	Totals Frozen Meals	Frozen	2,101		24	2,857	4,349	1,029,150	2,101		24	2,699	4,137					
33	Total Hot Meals Costs							\$	1,137,982							\$		
34	Total Frozen Meals Costs							\$	7,358,423							\$		
36	Total Meals Costs							\$	8,496,405							\$		

	A	R	T	U	V	W	X	Y	AA	AB	AC	AD	AE	AF	AH	AI
1	DEPARTMENT OF HC															
2	APPENDIX B, BUDGE															
3	Document Date															
4	Contract Term															
5	Current Term															
6	Amended Term															
7	Program															
10			CODB		2%				CODB		2%				CODB	
11			Year 3						Year 4							
12			7/1/2026-6/30/2027						7/1/2027-6/30/2028							
13		\$8.2400	Cost per Hot Meal					\$8.4048	Cost per Hot Meal					\$8.5729	Cost per Hot Meal	
14		\$7.3645	Cost per Frozen Meal					\$7.5118	Cost per Frozen Meal					\$7.6620	Cost per Frozen Meal	
15	Sites	Number of Meals	Total Number of Guests	Usage Rate	Daily Meals per Guest	Meals Per Day	Number of Days	Number of Meals	Total Number of Guests	Usage Rate	Daily Meals per Guest	Meals Per Day	Number of Days	Number of Meals	Total Number of Guests	Usage Rate
16	33 Gough Street	51,158	73	96%	2	140	365	51,158	73	96%	2	140	365	51,158	73	96%
17	Bayview Vehicle Tri	59,568	85	96%	2	163	365	59,568	85	96%	2	163	365	59,568	85	96%
18	Mission Cabins	47,654	68	96%	2	131	365	47,654	68	96%	2	131	365	47,654	68	96%
19	Total Hot Meals	158,381	226		6	434	1,095	158,381	226		6	434	1,095	158,381	226	
20	Baldwin SAFE Naviga	91,980	180	70%	2	252	365	91,980	180	70%	2	252	365	91,980	180	70%
21	Bayshore Navigation	65,408	128	70%	2	179	365	65,408	128	70%	2	179	365	65,408	128	70%
22	Bayview SAFE Naviga	103,733	203	70%	2	284	365	103,733	203	70%	2	284	365	103,733	203	70%
23	Central Waterfront N	32,704	64	70%	2	90	365	32,704	64	70%	2	90	365	32,704	64	70%
24	Embarcadero SAFE N	102,200	200	70%	2	280	365	102,200	200	70%	2	280	365	102,200	200	70%
25	Division Circle Naviga	95,046	186	70%	2	260	365	95,046	186	70%	2	260	365	95,046	186	70%
26	Taimon Booten Naviga	42,924	84	70%	2	118	365	42,924	84	70%	2	118	365	42,924	84	70%
27	711 Post Semi-Congr	127,750	250	70%	2	350	365	127,750	250	70%	2	350	365	127,750	250	70%
28	Next Door Shelter	170,674	334	70%	2	468	365	170,674	334	70%	2	468	365	170,674	334	70%
29	Hospitality House Sh	15,330	30	70%	2	42	365	15,330	30	70%	2	42	365	15,330	30	70%
30	Ellis Semi-Congregate	58,765	115	70%	2	161	365	58,765	115	70%	2	161	365	58,765	115	70%
31	MSC - S	26,330	-	70%	-	-	-	-	-	70%	-	-	-	-	-	70%
32	Totals Frozen Meals	932,844	1,774		22	2,484	4,015	906,514	1,774		22	2,484	4,015	906,514	1,774	
33	Total Hot Meals Cost	1,305,058	\$					1,331,159	\$					1,357,782	\$	
34	Total Frozen Meals C	6,869,930	\$					6,809,543	\$					6,945,734	\$	
36	Total Meals Costs	8,174,988	\$					8,140,702	\$					8,303,516	\$	

	A	AJ	AK	AL	AM
1	DEPARTMENT OF HC				
2	APPENDIX B, BUDGE				
3	Document Date				
4	Contract Term				
5	Current Term				
6	Amended Term				
7	Program				
10		TBD			
11		Year 5			
12		/1/2028-6/30/2029			
13					\$8.5729
14					\$7.6620
15	Sites	Daily Meals per Guest	Meals Per Day	Number of Days	Number of Meals
16	33 Gough Street	2	140	365	51,158
17	Bayview Vehicle Triag	2	163	365	59,568
18	Mission Cabins	2	131	365	47,654
19	Total Hot Meals	6	434	1,095	158,381
20	Baldwin SAFE Naviga	2	252	365	91,980
21	Bayshore Navigation	2	179	365	65,408
22	Bayview SAFE Naviga	2	284	365	103,733
23	Central Waterfront N	2	90	365	32,704
24	Embarcadero SAFE N	2	280	365	102,200
25	Division Circle Naviga	2	260	365	95,046
26	Taimon Booten Navig	2	118	365	42,924
27	711 Post Semi-Congr	2	350	365	127,750
28	Next Door Shelter	2	468	365	170,674
29	Hospitality House Sh	2	42	365	15,330
30	Ellis Semi-Congregate	2	161	365	58,765
31	MSC - S	-	-	-	-
32	Totals Frozen Meals	22	2,484	4,015	906,514
33	Total Hot Meals Cost				1,357,782
34	Total Frozen Meals C				6,945,734
36	Total Meals Costs				8,303,516

	A	B	C	D	G	J	M	P	S	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2024								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	7/1/2024	6/30/2029	5						
6	Amended Term	7/1/2024	6/30/2029	5						
7	Provider Name	Meals on Wheels								
8	Program	Meals for Navigation Centers and Shelters; Hot Meals for Alternative Shelter Sites								
9	F\$P Contract ID#	1000032405								
10	Action (select)	New Agreement								
11	Effective Date	7/1/2024								
12	Budget Names	General Fund & Prop C & HHAP - Meals, ERF 2R - Hot Meals								
13		Current	New	20%						
14	Term Budget	\$ -	\$ 41,419,127							
15	Contingency	\$ -	\$ 8,318,473							
16	Not-To-Exceed	\$ -	\$ 49,737,600							
17										
18		Year 1	Year 2	Year 3	Year 4	Year 5	All Years			
19		7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	7/1/2024 - 6/30/2029			
20		New	New	New	New	New	New			
21	Expenditures									
27	Other Expenses (Not subject to indirect %)	\$ 8,496,406	\$ 8,174,988	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 41,419,127			
30	Total Expenditures	\$ 8,496,406	\$ 8,174,988	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 41,419,127			
31										
32	HSH Revenues (select)*									
33	General Fund - Ongoing	\$ 5,762,118	\$ 5,410,701	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 35,920,553			
35	ERF 2R	\$ 365,000	\$ 365,000	\$ -	\$ -	\$ -	\$ 730,000			
36	Prop C	\$ 1,000,000	\$ 1,030,000	\$ -	\$ -	\$ -	\$ 2,030,000			
37	Homeless Housing, Assistance and Prevention (HHAP)	\$ 1,369,287	\$ 1,369,287	\$ -	\$ -	\$ -	\$ 2,738,574			
42	Total HSH Revenues	\$ 8,496,405	\$ 8,174,988	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 41,419,127			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
55	*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.									
56	Prepared by	Patrick Schmalz								
57	Phone	415.343.1270								
58	Email	pschmalz@mowsf.org								

	A	B	C	D	G	J	M	P	S	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2024								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	7/1/2024 - 6/30/2029		5						
6	Amended Term	7/1/2024 - 6/30/2029		5						
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9	F\$P Contract ID#	1000032405								
10	Action (select)	New Agreement								
11	Effective Date	7/1/2024								
12	Budget Name	General Fund & Prop C & HHAP - Meals								
13		Current	New	20%						
14	Term Budget	\$ -	\$ 40,689,127							
15	Contingency	\$ -	\$ 8,318,473							
16	Not-To-Exceed	\$ -	\$ 49,737,600							
17										
18		Year 1	Year 2	Year 3	Year 4	Year 5	All Years			
19		7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	7/1/2024 - 6/30/2029			
20		New	New	New	New	New	New			
21	Expenditures									
27	Other Expenses (Not subject to indirect %)	\$ 8,131,406	\$ 7,809,988	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 40,689,127			
30	Total Expenditures	\$ 8,131,406	\$ 7,809,988	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 40,689,127			
31										
32	HSH Revenues (select)									
33	General Fund - Ongoing	\$ 5,762,118	\$ 5,410,701	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 35,920,553			
36	Prop C	\$ 1,000,000	\$ 1,030,000	\$ -	\$ -	\$ -	\$ 2,030,000			
37	Homeless Housing, Assistance and Prevention (HHAP)	\$ 1,369,287	\$ 1,369,287	\$ -	\$ -	\$ -	\$ 2,738,574			
42	Total HSH Revenues	\$ 8,131,405	\$ 7,809,988	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 40,689,127			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
54										
55	Prepared by	Patrick Schmalz								
56	Phone	415.343.1270								
57	Email	pschmalz@mowsf.org								

	A	D	G	J	M	P	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	OPERATING DETAIL						
3	Document Date	7/1/2024					
4	Provider Name	Meals on Wheels					
5	Program	Meals for Navigation Centers and Shelters; Hot Meals for Alternative Shelter Sites					
6	FSP Contract ID#	1000032405					
7	Budget Name	General Fund & Prop C & HHAP - Meals					
8							
9		Year 1	Year 2	Year 3	Year 4	Year 5	All Years
10		7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	7/1/2024 - 6/30/2029
11		New	New	New	New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
69							
70	<u>Other Expenses (not subject to indirect cost %)</u>						
71	33 Gough Street	\$ 409,267	\$ 421,545	\$ 429,976	\$ 438,576	\$ 438,576	\$ 2,137,940
72	Bayview Vehicle Triage Center*	\$ 347,480	\$ 490,840	\$ 500,657	\$ 510,670	\$ 510,670	\$ 2,360,318
73	Mission Cabins*	\$ 16,235	\$ 27,672	\$ 400,526	\$ 408,536	\$ 408,536	\$ 1,261,506
74	Baldwin SAFE Navigation Center	\$ 638,867	\$ 677,387	\$ 690,934	\$ 704,753	\$ 704,753	\$ 3,416,694
75	Bayshore Navigation Center	\$ 454,305	\$ 481,697	\$ 491,331	\$ 501,158	\$ 501,158	\$ 2,429,649
76	Bayview SAFE Navigation Center	\$ 720,500	\$ 763,942	\$ 779,221	\$ 794,805	\$ 794,805	\$ 3,853,272
77	Central Waterfront Navigation Center	\$ 227,153	\$ 240,849	\$ 245,666	\$ 250,579	\$ 250,579	\$ 1,214,825
78	Embarcadero SAFE Navigation Center*	\$ 709,852	\$ 752,652	\$ 767,705	\$ 783,059	\$ 783,059	\$ 3,796,327
79	Division Circle Navigation Center	\$ 660,162	\$ 699,966	\$ 713,966	\$ 728,245	\$ 728,245	\$ 3,530,584
80	Taimon Booten Navigation Center	\$ 298,138	\$ 316,114	\$ 322,436	\$ 328,885	\$ 328,885	\$ 1,594,457
81	711 Post Semi-Congregate Shelter	\$ 887,315	\$ 940,815	\$ 959,631	\$ 978,824	\$ 978,824	\$ 4,745,409
82	Next Door Shelter	\$ 1,185,453	\$ 1,256,929	\$ 1,282,067	\$ 1,307,709	\$ 1,307,709	\$ 6,339,866
83	Hospitality House Shelter	\$ 106,478	\$ 112,898	\$ 115,156	\$ 117,459	\$ 117,459	\$ 569,449
84	Ellis Semi-Congregate Shelter*	\$ 408,165	\$ 432,775	\$ 441,430	\$ 450,259	\$ 450,259	\$ 2,182,888
85	MSC - S	\$ 1,062,036	\$ 193,908	\$ -	\$ -	\$ -	\$ 1,255,943
88	TOTAL OTHER EXPENSES	\$ 8,131,406	\$ 7,809,988	\$ 8,140,702	\$ 8,303,516	\$ 8,303,516	\$ 40,689,127
89	* outyears includes meals for replacement site if site is due to close within 5-year period.						
100							
101	HSH #3						7/26/2022

BUDGET NARRATIVE

Fiscal Year

General Fund & Prop C & HHAP -

FY24-25

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
33 Gough Street	\$ 409,267	Labor \$3.30 + Food/Package \$3.61 + Delivery \$0.08 + Indirect 14.4% \$1.01 = \$8.00	53,3188 meals * \$8.00/meal
Bayview Vehicle Triage Center	\$ 347,480	Labor \$3.30 + Food/Package \$3.61 + Delivery \$0.08 + Indirect 14.4% \$1.01 = \$8.00	43,435 meals * \$8.00/meal
Baldwin SAFE Navigation Center	\$ 638,867	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	89,352 meals * \$7.15/meal
Bayshore Navigation Center	\$ 454,305	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	63,539 meals * \$7.15/meal
Bayview SAFE Navigation Center	\$ 720,500	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	100,769 meals * \$7.15/meal
Central Waterfront Navigation Center	\$ 227,153	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	31,769 meals * \$7.15/meal
Embarcadero SAFE Navigation Center*	\$ 709,852	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	99,280 meals * \$7.15/meal
Division Circle Navigation Center	\$ 660,162	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	92,330 meals * \$7.15/meal
Taimon Booten Navigation Center	\$ 298,138	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	41,698 meals * \$7.15/meal
711 Post Semi-Congregate Shelter	\$ 887,315	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	124,100 meals * \$7.15/meal
Next Door Shelter	\$ 1,185,453	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	165,798 meals * \$7.15/meal
Hospitality House Shelter	\$ 106,478	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	14,892 meals * \$7.15/meal
Ellis Semi-Congregate Shelter*	\$ 408,165	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	57,086 meals * \$7.15/meal
MSC - S	\$ 1,062,036	Labor \$2.63 + Food/Package \$3.51 + Delivery \$0.08 + Indirect 15% \$0.93 = \$7.15	148,536 meals * 7.15/meal
TOTAL OTHER EXPENSES	\$ 8,131,406		

* outyears includes meals for replacement site if site is due to close within 5-year period.

	A	B	C	D	G	J	M	P	S	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2024								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	7/1/2024	6/30/2029	5						
6	Amended Term	7/1/2024	6/30/2029	5						
7	Provider Name	Meals on Wheels								
8	Program	Meals for Navigation Centers and Shelters; Hot Meals for Alternative Shelter Sites								
9	F\$P Contract ID#	1000032405								
10	Action (select)	New Agreement								
11	Effective Date	7/1/2024								
12	Budget Name	ERF 2R - Hot Meals								
13		Current	New	20%						
14	Term Budget	\$ -	\$ 730,000							
15	Contingency	\$ -	\$ 8,318,473							
16	Not-To-Exceed	\$ -	\$ 49,737,600							
17										
18		Year 1	Year 2	Year 3	Year 4	Year 5	All Years			
19		7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	7/1/2024 - 6/30/2029			
20		New	New	New	New	New	New			
21	Expenditures									
27	Other Expenses (Not subject to indirect %)	\$ 365,000	\$ 365,000	\$ -	\$ -	\$ -	\$ 730,000			
30	Total Expenditures	\$ 365,000	\$ 365,000	\$ -	\$ -	\$ -	\$ 730,000			
31										
32	HSH Revenues (select)									
35	ERF 2R	\$ 365,000	\$ 365,000	\$ -	\$ -	\$ -	\$ 730,000			
51	Total HSH + Other Revenues	\$ 365,000	\$ 365,000	\$ -	\$ -	\$ -	\$ 730,000			
52	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
54										
55	Prepared by	Patrick Schmalz								
56	Phone	415.343.1270								
57	Email	pschmalz@mowsof.org								

	A	D	G	J	M	P	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	OPERATING DETAIL						
3	Document Date	7/1/2024					
4	Provider Name	Meals on Wheels					
5	Program	Meals for Navigation Centers and Shelters; Hot Meals for Alternative					
6	F\$P Contract ID#	1000032405					
7	Budget Name	ERF 2R - Hot Meals					
8							
9		Year 1	Year 2	Year 3	Year 4	Year 5	All Years
10		7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	7/1/2024 - 6/30/2029
11		New	New	New	New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
69							
70	<u>Other Expenses (not subject to indirect cost %)</u>						
71	Mission Cabins	\$ 365,000	\$ 365,000	\$ -	\$ -	\$ -	\$ 730,000
87	TOTAL OTHER EXPENSES	\$ 365,000	\$ 365,000	\$ -	\$ -	\$ -	\$ 730,000
99							
100	HSH #3						7/26/2022

BUDGET NARRATIVE

Fiscal Year

ERF 2R - Hot Meals

FY24-25

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Mission Cabins	\$ 365,000	Labor \$3.30 + Food/Package \$3.61 + Delivery \$0.08 + Indirect 14.4% \$1.01 =	47,654 meals * \$8.00/meal
	\$ -		
TOTAL OTHER EXPENSES	\$ 365,000		

Appendix C, Method of Payment

- I. **Reimbursement for Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, 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:** Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.
 - A. Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
 - B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
 - C. Grantee 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 Grantee’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. Grantee 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. Grantee'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. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee'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. Grantee 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 Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. Spend Down

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

H. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee 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 Grantee 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. Grantee 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 Grantee's cost allocation plan.
3. Grantee 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; Prop C; Homeless Housing Assistance and Prevention (HHAP); Encampment Resolution Fund (ERF)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee 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 Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any single expense within the Operating budget category that exceed \$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>
Capital and/or One-Time Funding	<p>Grantee 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. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee'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 Grantee 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, Grantee, 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. Grantee 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 Grantee's authorized staff only.
2. HSH, at its sole discretion, may make available to Grantee up to one month of the total ongoing annualized 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 annualized budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee'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.
2. All advance repayments must be recovered within the fiscal year for which it was made.

3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee 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 Grantee 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), Grantee 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 - Interests In Other City Grants

**Subgrantees must also list their interests in other City Grants

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
San Francisco Human Services Agency	Disability & Aging Services Home Delivered Meal Adults with Disabilities Program	July 1, 2021 – June 30, 2025	\$4,483,266
San Francisco Human Services Agency	Disability & Aging Services Home Delivered Meal Emergency Program	July 1, 2021 – June 30, 2025	\$695,036
San Francisco Human Services Agency	Disability & Aging Services Home Delivered Meal Elderly Nutrition Program	July 1, 2021 – June 30, 2025	\$28,618,554
San Francisco Human Services Agency	Disability & Aging Services Home Delivered Grocery Program (MOWSF is a subgrantee of San Francisco Marin Food Bank)	July 1, 2021 – June 30, 2025	\$1,021,975



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Meals on Wheels: Meals for Navigation Centers and Shelters Grant Agreement

Budget and Finance Committee | June 5, 2024



Overview

- **Resolution:** Approve the new grant agreement between HSH and **Meals on Wheels** for **meals for navigation centers and shelters**.
- **Term:** **July 1, 2024 – June 30, 2029**
- **Amount Not to Exceed:** **\$49,737,600.**
- **Provider Selection:** Meals on Wheels was selected through **RFP #141 Shelter Ancillary Services**.
- Reviewed and approved by the **Homelessness Oversight Commission** on May 2, 2024.

Grant Agreement Details

- Under this agreement, **Meals on Wheels** would provide **2 meals a day** for up to **2,327 guests** across **15 temporary shelter sites**.
 - **Hot meals** served at **3 sites** that do not have storage or kitchen capacity for frozen meals.
 - All meals are **required to meet standards** set forth in the Shelter Standards of Care and **DPH Shelter Health Menu Pattern for Adults**.

FY24-25 Meal Costs

\$7.15 / frozen meal

\$8.00 / hot meal



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!



San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240442

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Dylan Schneider	628-652-7742
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HOM Homelessness and Supportive Housing	dylan.schneider@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Meals on wheels of San Francisco	TELEPHONE NUMBER 415-920-1111
STREET ADDRESS (including City, State and Zip Code) 2142 Jerrold Avenue, San Francisco CA. 94124	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240442
DESCRIPTION OF AMOUNT OF CONTRACT \$49,737,600		
NATURE OF THE CONTRACT (Please describe) Grant agreement between Meals on wheels of San Francisco and the Department of Homelessness and Supportive Housing to provide meals for navigation centers and shelters; approving a term of July 1, 2024, through June 30, 2029, and a total not to exceed amount of \$49,737,600		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Steele	Jennifer	CEO
2	Linnell	David	COO
3	Schmalz	Patrick	CFO
4	Allen	Jose	Board of Directors
5	Viola	John	Board of Directors
6	Kalbag	Rohan	Board of Directors
7	Carges	Mark	Board of Directors
8	Wong	Rosemary	Board of Directors
9	Black	Cindy	Board of Directors
10	Bloemker	Shannon	Board of Directors
11	Flynn	Sara	Board of Directors
12	Gibin	Leslie	Board of Directors
13	Kownacki	Hamila	Board of Directors
14	Kwei	Eileen	Board of Directors
15	Landa	Enrique	Board of Directors
16	Moliski	Bill	Board of Directors
17	Navid	Mohammad	Board of Directors
18	Petersen	Mark	Board of Directors
19	Resley	Susan	Board of Directors

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Shiue	Linda	Board of Directors
21			
22			
23			
24			
25			
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
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47			
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49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Schneider, Dylan \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [Gee, Natalie \(BOS\)](#)
Subject: Mayor -- Resolution -- Meals on Wheels Grant Agreement
Date: Tuesday, April 30, 2024 3:04:19 PM
Attachments: [MOW - Meals for Navigation Centers and Shelters - G-100 - 7.24 - 6.29 - FINAL.pdf](#)
[Resolution - Meals on Wheels - New Grant Agreement - DocuSigned.pdf](#)
[Resolution - Meals on Wheels - New Grant Agreement.docx](#)
[Form 126.pdf](#)

Hello Clerks,

Attached is a Resolution approving a grant agreement between Meals on Wheels of San Francisco and the Department of Homelessness and Supportive Housing (“HSH”) to provide meals for navigation centers and shelters; approving a term of July 1, 2024, through June 30, 2029, and a total not to exceed amount of \$49,737,600; and authorizing HSH to enter into any amendments or other modifications to the agreement 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.

Please note, Supervisor Walton is a cosponsor of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org