

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

**AGREEMENT  
between  
THE CITY AND COUNTY OF SAN FRANCISCO  
and  
DISH SF**

This Agreement is made this **1<sup>st</sup> day of July, 2025**, in THE CITY AND COUNTY OF SAN FRANCISCO (“City”), State of California, by and between **DISH SF** (“Contractor”) and City.

**Recitals**

WHEREAS, the Department of Homelessness and Supportive Housing (“Department”) wishes to procure permanent supportive housing property management from Contractor; and

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

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

WHEREAS, this is a contract for Services and the Local Business Entity (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004507; and

WHEREAS, approval for the Agreement was obtained on February 4, 2019 from the Civil Service Commission under PSC number 45693-18/19 which authorizes the award of multiple agreements, the total value of which cannot exceed \$55,363,000 and the individual duration of which cannot exceed 10 years;

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions.**

The following definitions apply to this Agreement:

- 1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- 1.2 "City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing," and the Department of Homelessness and Supportive Housing (HSH).
- 1.3 "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.
- 1.4 "CMD" means the Contract Monitoring Division of the City.
- 1.5 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.
- 1.6 "Contractor" means DISH SF, 1119 Market Street, 2<sup>nd</sup> Floor, San Francisco, CA 94103.
- 1.7 "Deliverables" means Contractor's or its subcontractors' work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A-1, Services to be Provided, Appendix A-2, Services to be Provided and Appendix B, Budget.
- 1.8 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.
- 1.9 "Party" and "Parties" mean the City and Contractor either individually or collectively.
- 1.10 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A-1, Services to be Provided,

Appendix A-2, Services to be Provided, and Appendix B, Budget, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

**Article 2 Term of the Agreement.**

- 2.1 **Term.** The term of this Agreement shall commence on **July 1, 2025** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein.
- 2.2 **Reserved. (Options to Renew.)**

**Article 3 Financial Matters.**

**3.1 Certification of Funds; Budget and Fiscal Provisions.**

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

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

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

- 3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a

purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

### 3.3 Compensation.

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. The amount of this Agreement shall not exceed **Nine Million Nine Hundred Ninety Five Thousand Eight Hundred Ninety Seven Dollars (\$9,995,897)**, the breakdown of which appears in Appendix B, Budget. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

(a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **Seven Hundred Seventy Four Thousand Five Hundred Ninety Dollars (\$774,590)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

3.3.6 **Getting paid by City Services.**

- (a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).
- (b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 **Grant Funded Contracts.**

- (a) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix D, Federal Requirements and Appendix E, Housing and Urban Development (HUD) Subrecipient Agreement. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.
- (b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.
- (c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

### 3.3.8 **Payment Terms.**

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

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

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

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

### **3.6 Payment of Prevailing Wages.**

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

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations ("DIR"), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the applicable

prevailing wage rates are available from the City’s Office of Labor Standards and Enforcement (“OLSE”). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates, as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

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

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

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

3.6.6 **Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City and to DIR as specified by City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

3.6.7 **Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have

the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

- 3.6.8 **Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

#### **Article 4 Services and Resources.**

- 4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A-1, Services to be Provided and Appendix A-2, Services to be Provided. Officer and employees of the City are not authorized to request and City is not required to compensate for Services beyond those stated.
- 4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.
- 4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

#### **4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.**

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in

question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

- 4.5 Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.
- 4.6 Reserved. (Service Warranties.)**
- 4.7 Reserved. (Liquidated Damages.)**
- 4.8 Reserved. (Performance Bond.)**
- 4.9 Reserved. (Fidelity Bond.)**
- 4.10 Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

## **Article 5 Insurance and Indemnity.**

### **5.1 Insurance.**

- 5.1.1 Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
  - (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.
  - (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- (c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) **Reserved. (Professional Liability Insurance.)**
- (e) **Reserved. (Technology Errors and Omissions Liability Insurance.)**
- (f) **Reserved. (Cyber and Privacy Insurance.)**
- (g) **Reserved. (Pollution Liability Insurance.)**

**5.1.2 Additional Insured.**

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

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

**5.1.4 Primary Insurance.**

- (a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (c) **Reserved. (Pollution Liability Insurance as Primary Insurance.)**

**5.1.5 Other Insurance Requirements.**

- (a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as Additional Insureds and waive subrogation in favor of City, where required.

## **5.2 Indemnification.**

- 5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all

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

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

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

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

## **Article 6 Liability of the Parties.**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**6.2 Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

**6.3 Reserved. (Liability for Incidental and Consequential Damages.)**

## **Article 7 Payment of Taxes.**

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

**7.2 Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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

## **Article 8 Termination and Default.**

**8.1 Termination for Convenience.**

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

- 8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:
- (a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
  - (b) Halting the performance of all Services on and after the Termination Date.
  - (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
  - (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
  - (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
  - (f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
- 8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
- (a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10 % of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
  - (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

- (c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.
- (d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

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

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

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

**8.2 Termination for Default; Remedies.**

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

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

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

- (b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.
- (c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.
- (d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any

way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

**8.4 Rights and Duties upon Termination or Expiration.**

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

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

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

**Article 9 Rights in Deliverables.**

**9.1 Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by

City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

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

## **Article 10 Additional Requirements Incorporated by Reference.**

- 10.1 Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).
- 10.2 Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.
- 10.3 Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.
- 10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former

employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

## **10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

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

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

**10.7 Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

**10.8 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth

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

**10.9 First Source Hiring Program.** Contractor must comply with all of the provisions of the applicable First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination

of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

**10.13 Reserved. (Working with Minors.)**

**10.14 Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**10.15 Nonprofit Contractor Requirements.**

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall

provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

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

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

**10.17 Distribution of Beverages and Water.**

**10.17.1 Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**10.17.2 Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor 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.

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

**Article 11 General Provisions.**

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

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

If to Contractor: DISH SF  
1119 Market Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103  
Attn: Lauren Hall, Co-Chief Executive Officer  
[LaurenHall@dishsf.org](mailto:LaurenHall@dishsf.org)  
Attn: Rahwa Meharena, Co-Chief Executive Officer  
[RahwaMeharena@dishsf.org](mailto:RahwaMeharena@dishsf.org)

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

## **11.2 Compliance with Laws Requiring Access for People with Disabilities.**

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

11.2.2 **Reserved. (Information and Communication Technology Accessibility.)**

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

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

**11.5 Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**11.6 Dispute Resolution Procedure.**

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

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

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

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

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

**11.9 Entire Agreement.** This contract including appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

- 11.11 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- 11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- 11.13 Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.
- 11.14 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

## **Article 12 Department Specific Terms.**

### **12.1 Appendices.**

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

Appendix A-1, Services to be Provided  
Appendix A-2, Services to be Provided

Appendix B, Budget  
Appendix C, Method of Payment  
Appendix D, Federal Requirements  
Appendix E, Housing and Urban Development (HUD) Subrecipient Agreement  
Appendix F, Anti-Violence and Weapons Policy

**12.2 Services During a City-Declared Emergency.** In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A-1, Services to be Provided and Appendix A-2, Services to be Provided. Any services provided beyond those listed in Appendix A-1, Services to be Provided and Appendix A-2, Services to be Provided, must be approved by the Department.

### **Article 13 Data and Security.**

**13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

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

**13.3 Reserved. (Business Associate Agreement.)**

**13.4 Management of City Data.**

**13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must

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

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

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

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

## **Article 14 MacBride And Signature.**

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


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

**CITY**

**CONTRACTOR**


Recommended by:

**DISH SF**

DocuSigned by:  
  
 CAD7B781896B449... 6/26/2025

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Shireen McSpadden Date  
 Executive Director  
 Department of Homelessness and Supportive  
 Housing


Signed by:  
  
 1ADB216A0015474... 6/25/2025

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Rahwa Meharena Date  
 Co-Chief Executive Officer  
 City Supplier Number: 0000056820  
 Unique Entity ID: G56KM2D2QUP1


Approved as to Form:

David Chiu  
City Attorney

DocuSigned by:  
  
 1AFBEA6D5F35481... 6/25/2025

By: Adam Radtke Date  
 Deputy City Attorney

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

DocuSigned by:  
  
 A22523F97D49425... 6/26/2025

By: Wilton Alderman Date

**Appendix A-1, Services to be Provided  
by  
DISH SF  
Property Management and Master Lease Stewardship at Six Buildings**

**I. Purpose of Contract**

The purpose of the contract is to provide Property Management and Master Lease Stewardship to the served population. The goals of these services are to support tenants in retaining their housing; or moving to other appropriate housing.

**II. Served Population**

- A. Contractor shall serve formerly homeless and income-eligible adults aged 18 years or older without the custody of minors below 18 years of age. This shall include tenants who must meet more specific eligibility criteria as required by the funding source for their housing sites:
1. In housing units funded through the Mental Health Services Act (MHSA), Contractor shall serve adults living with a Mental Health diagnosis and Full-Service Partnership Authorization from Behavioral Health Services (BHS) from the Department of Public Health (DPH).
  2. In housing units funded through the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) program, contractor shall serve chronically homeless adults.
  3. Contractor shall serve formerly homeless and income-eligible adults aged 55 or older at the Le Nain.
- B. Contractor shall serve existing tenants of the housing sites whose tenancy began prior to Master Lease initiation.

**III. Referral and Prioritization**

All new tenants will be referred by the Department of Homelessness and Supportive Housing (HSH) through Coordinated Entry (CE), which organizes the City's homelessness response system (HRS) with a common, population-specific assessment, centralized data system, and prioritization method.

Eligibility criteria for permanent supportive housing (PSH) varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Tenants who meet eligibility criteria for PSH are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

Applicants for MHSA units will be referred to HSH through the BHS Intensive Case Management/Full-Service Partnership (ICM/FSP) process.

Applicants for HUD CoC units must meet all other program eligibility criteria as defined by the HUD CoC project application, including requirements related to chronic homelessness and/or disability status.

#### **IV. Description of Services**

Contractor shall serve tenants of the total number of units listed in Appendix B, Budget (“Number Served” tab).

##### **A. Property Management**

1. **Program Applicant Selection and Intake:** Contractor shall align with Housing First principles and follow the processes agreed upon by Contractor, HSH, property owner, housing subsidy administrators, fair housing laws, and/or other entities involved with referrals.

Under Housing First, tenant screening and selection practices must promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. Applicants must not be rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

Contractor shall adhere to all published HSH policies, including, but not limited to those covering tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing tenants into housing.

2. **Tenant Lease Set-Up:** Contractor shall draft, provide, and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include Community Rules, the Lease Addendum for City & County of San Francisco PSH, HSH Resident Emergency Safety Check Policy Notice, and other pertinent Lease Addenda. Contractor shall review its Grievance policies and procedures and HSH policies and procedures with tenants at the time of lease signing.
3. **Annual Tenant Re-certification:** As required by rental subsidy type, Contractor shall re-certify tenant income annually. This is generally done on the anniversary of a tenant’s move-in date.
4. **Collection of Rents, Security Deposits, and Other Receipts:** Contractor shall collect and process rent and other housing-related payments (e.g. security deposit) made by tenants.
  - a. Contractor shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
  - b. Contractor shall assist with payment arrangements and comply with HSH and other applicable requirements governing the tenant portion of rent. All PSH tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
5. **Lease Enforcement, Written Notices and Eviction Prevention:**

- a. Contractor shall take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with Support Services, conversations and meetings with tenants, and mediation strategies. Contractor shall utilize the HSH Nonpayment of Rent Guidance, and other PSH best practices, as an ongoing resource.
  - b. Contractor shall provide written notice to tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants.
  - c. Contractor shall offer tenants who become delinquent in rent the opportunity to enter into a rent payment plan or referral to third party rent payment services.
  - d. When necessary, Contractor shall provide notice to tenants of any actions related to the eviction process in accordance with all applicable laws.
  - e. Contractor shall copy Support Services staff on all communications to tenants.
6. Building Service Payments: Contractor shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
7. Building Maintenance: Contractor shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance shall include the following services:
- a. Janitorial services in common areas, offices, and shared-use restrooms, and shower facilities;
  - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
  - c. Pest control services, as needed;
  - d. Maintenance and repair of facility systems, plumbing, electrical;
  - e. Building security; and
  - f. Preparation of apartments for tenant move-in and move-out.
  - g. Development of a preventative maintenance schedule for review and approval by HSH, and monitor adherence to the approved schedule.
8. Coordination with Support Services: If a tenant is facing housing instability, Contractor shall coordinate with Support Services staff to find creative ways to engage with tenants to prevent housing loss. Contractor shall work with Support Services staff in communicating with and meeting with tenant regarding behaviors and issues that put the tenant at risk for housing instability.

Contractor shall participate in regular coordination meetings with Support Services to review tenants at risk for eviction and strategize on how to support tenants in maintaining their housing.

9. **Wellness Checks and Emergency Safety Checks:** Contractor shall conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy, internal agency policies and tenant laws to assess a tenant’s safety when there is a reason to believe the tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
10. **Front Desk Coverage:** Contractor shall provide front desk coverage 24 hours per day, seven days per week.
11. **Exit Planning:** Contractor shall alert Support Services staff when tenants give notice to leave housing and shall keep a record of each tenant’s forwarding address, whenever possible. Contractor shall provide exit information to Support Services to complete the client program exit in the Online Navigation and Entry (ONE) System.

**B. Stewardship of the Master Lease:**

1. Contractor shall maintain stewardship of the Master Lease and coordinate with the property’s owner on regular maintenance items.
2. Contractor shall coordinate and conduct regular asset management meetings with HSH Real Estate staff, the HSH Program Manager, Contractor and/or Property Management staff to address ongoing capital needs, property owner’s obligations, changes to the approved sublease, and other issues as per the Master Lease.

**V. Location and Time of Services**

Contractor shall provide services at the following locations:

<b>Program Site</b>	<b>Served Population</b>
<b>Camelot</b> 124 Turk Street; San Francisco, CA 94102	Adults
<b>Empress</b> 144 Eddy Street; San Francisco, CA 94102	Adults
<b>Le Nain</b> 730 Eddy Street; San Francisco, CA 94109	Older Adults
<b>Pacific Bay Inn</b> 520 Jones Street; San Francisco, CA 94102	Adults
<b>Star</b> 2176 Mission Street; San Francisco, CA 94110	Adults
<b>Windsor</b> 238 Eddy Street; San Francisco, CA 94102	Adults

Contractor shall provide Property Management services 24 hours a day, seven days a week, either on-site or on-call. Contractor shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

## VI. Service Requirements

- A. Facilities: Contractor shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards.
  - 1. Contractor shall notify HSH immediately in the event it is given notice of violations by the Department of Building Inspection (DBI), DPH, or another City agency.
  
- B. Admission Policy: Contractor admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
  
- C. Housing First: Contractor services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.
  
- D. Harm Reduction: Contractor shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Contractor staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
  
- E. Language and Interpretation Services: Contractor shall ensure that translation and interpreter services are available, as needed. Contractor shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
  
- F. Case Conferences: Contractor shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding tenant's housing stability.
  
- G. Grievance Procedure:
  - 1. Contractor shall establish and maintain a written Grievance Procedure for tenants, which shall include, at minimum, the following elements:
    - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
    - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
    - c. The amount of time required for each step, including when a tenant can expect a response; and

- d. In accordance with published HSH policies/procedures, the HSH Grievances email address ([hshgrievances@sfgov.org](mailto:hshgrievances@sfgov.org)) and mailing address for the tenant to contact after the tenant has exhausted Contractor's internal Grievance Procedure.
2. Contractor shall, at program entry, review and provide a copy of this procedure, and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Contractor shall post the policy at all times in a location visible to tenants, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.

H. Feedback, Complaint and Follow-up Policies:

Contractor 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
2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Contractor shall offer assistance to the served population with survey completion if the written format presents any problem.

I. City Communications, Trainings and Meetings:

Contractor shall keep HSH informed of program operations and comply with HSH policies and training requirements, and participate in meetings including but not limited to:

1. Regular communication to HSH about the implementation of the program;
2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
3. Attendance at trainings (e.g., overdose prevention training), when required by HSH. Ensure all site-based or tenant-facing staff and subcontractors are onboarded and trained to perform the services in accordance with Housing First, Harm Reduction, and Trauma-Informed Principles.

J. Coordination with Other Service Providers: Contractor shall establish written agreements with Support Services and other service providers that are part of the site team to formalize collaboration and roles and responsibilities.

K. Critical Incidents: Contractor shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 72 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions must be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.

- L. Disaster and Emergency Response Plan: Contractor shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Contractor shall update the Agency/site(s) plan as needed and Contractor shall train all employees regarding the provisions of the plan for their Agency/site(s).
- M. Anti-Violence and Weapons Policy:
1. Anti-Violence Efforts. Contractor shall develop, adopt, and train employees on a Workplace Emergency Action Plan to prepare and respond to serious violent incidents, including an active shooter. Contractor shall also comply with HSH's Support Services Policies and Procedures: Responses to Critical Incidents Involving Threatening & Assaultive Behavior, which describes the actions that HSH expects each PSH Housing Provider to take to warn, and protect staff, tenants, and the public who are present, when an assaultive and threatening behavior occurs.
  2. PSH Weapons Policy and Lease Addendum. Contractor shall adopt and enforce a site specific PSH Weapons Policy. Each PSH Weapons Policy must be substantially in the form as the model set out in HSH's Anti-Violence and Weapons Policy. Contractor shall incorporate the lease addendum into the tenant subleases.
- N. Good Neighbor Policies: Contractor shall maintain a good relationship with the neighborhood, including:
1. Collaborating with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
  2. Have a public phone line (and/or email) available for the community to report concerns;
  3. Contractor management staff are available to respond to neighbors within two business days;
  4. Have a representative of the Contractor attend neighborhood meetings focused on public safety, issues related to the housing program, street conditions or other topics that may be related to the impact of the project;
  5. Participating in community/neighborhood events in partnership with the local community benefit district (CBD), if applicable
  6. Providing staff training in de-escalation and crisis response, including having written policies and protocols for contacting law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operation Center (HSOC), Department of Public Works (DPW), and/or crisis response teams as needed; and
  7. Contractor shall create and offer a "good neighbor" onboarding orientation for tenants as they move in that outlines community resources, community norms, and expectations.
- O. Record Keeping and Files: Contractor shall update applicant referral status information in the ONE System in accordance with HSH policy and instruction.

1. Contractor shall maintain confidential tenant files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the tenant, copies of payment plans or other agreements to support housing stability.
2. Contractor shall track receipt and completion of maintenance work orders.
3. Contractor shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.

P. Data Standards:

1. Contractor shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process<sup>1</sup>, including but not limited to:
  - a. Entering all household data within three working days (unless specifically requested to do so sooner);
  - b. Ensuring accurate dates for household enrollment, household exit, and (if applicable) household move in; and
  - c. Running monthly data quality reports and correcting any errors.
2. Records entered into the ONE system shall meet or exceed the ONE System CDQI Process standard.
3. Contractor shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Contractor shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Contractors regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Contractors via written notice at least one month prior to expected implementation.
4. Contractor shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting shall be communicated to Contractors in writing from HSH.

Q. Confidentiality:

1. Contractor shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Contractor, HSH, and other providers if those laws apply for the purposes described in the Services, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.
2. Contractor shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive,

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<sup>1</sup> HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

3. Contractor shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to client data shared under these Services or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests without first notifying City.
4. In the event that Contractor becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Contractor shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence; and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.
5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

## **VII. Service Objectives**

Contractor shall achieve the following Service Objectives:

- A. Contractor shall ensure that each unit, upon turnover, is clean and/or repaired within 21 days, on average.
- B. Contractor shall ensure that new tenant move-ins occur within 30 days of referral.
- C. Contractor shall collect at least 90 percent of tenant portions of monthly rent from occupied units.
- D. Contractor shall maintain an occupancy rate of at least 93 percent.

## **VIII. Outcome Objectives**

Contractor shall achieve the following Outcome Objectives:

- A. Ninety percent of tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.

- B. Eighty Five percent of tenant lease violations will be resolved without loss of housing to tenants.
- C. At least 65 percent of tenants shall complete an annual Tenant Satisfaction Survey and of those, 80 percent of tenants will be satisfied or very satisfied with Property Management services.

**IX. Reporting Requirements**

Contractor shall input data into systems required by HSH, such as the ONE System and CARBON.

- A. Contractor shall report vacancies to HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe. When required by HSH, Contractor shall enter tenant data in the ONE System.
- B. When required by HSH, Contractor shall enter monthly metrics and/or upload templates into the CARBON database by the 15<sup>th</sup> of the month following the month of service.
- C. On a quarterly basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15<sup>th</sup> of the month following the end of each quarter:
  - 1. Average number of days to turn over units; and
  - 2. The number of tenants receiving lease violations, and the number and percentage of tenant lease violations that were resolved without loss of housing to tenants.
- D. On an annual basis, Contractor shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15<sup>th</sup> of the month following the end of each year:
  - 1. The number and percentage of tenants who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
  - 2. The number of program exits;
  - 3. The number and percentage of tenants who completed a written survey to provide feedback on the type and quality of program services;
  - 4. The tenant satisfaction survey results; and
  - 5. The number of households showing housing instability that remained housed.
- E. Contractor shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Contractor shall provide information on evictions and eviction notices issued to households residing in City-funded housing to Support Services to enter into the ONE System. Contractor shall verify the accuracy of eviction reporting data in the ONE System quarterly, and shall review the annual eviction report prior to submission to HSH. Contractor shall adhere to all deadlines for submission as required by HSH.

- F. Contractor shall submit Project Descriptor data elements as described in HUD's latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- G. Contractor shall provide information for an annual report on client enrollment in public benefits per the Administrative Code Article VI, Section 20.54.4(c) - Permanent Supportive Housing – Enrollment in Social Services [https://codelibrary.amlegal.com/codes/san\\_francisco/latest/sf\\_admin/0-0-0-11877](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-11877), as instructed by HSH.
- H. Contractor shall comply with state regulations and meet reporting requirements for the Mental Health Services Act of the Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission.
- I. Contractor shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Contractor's services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within 30 working days of receipt of any evaluation report and any Contractor response will become part of the official report.
- J. Contractor 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.

## **X. Monitoring Activities**

- A. Program Monitoring: Contractor is subject to program monitoring and/or audits, including, but not limited to review of the following: tenant files, administrative records, staff training documentation, postings, program policies and procedures, data submitted in program reports, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

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

- B. Fiscal and Compliance Monitoring: Contractor is subject to fiscal and compliance monitoring, which may include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts and memoranda of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

**Appendix A-2, Services to be Provided  
by  
DISH SF  
Elevator Modernization Program**

**I. Background**

To promote viability, improve quality of life, and increase accessibility for San Francisco residents in permanent supportive housing (PSH), the City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) announced the Elevator Modernization Program (“EMP”) for Master Leased single room occupancy (“SRO”) buildings. The goal of the program is to address necessary major repairs, modernization and alteration of antiquated elevators that may otherwise affect the health and safety of residents residing in PSH.

**II. Purpose of Agreement**

To address necessary major repairs, modernization and alteration of antiquated elevators that may otherwise affect the health and safety of residents residing in PSH.

**III. Description of Services**

Contractor shall project manage the completion of repair and/or modernization of the existing passenger elevator and relevant additional work required to support the elevator repair/modernization including but not limited to electrical, fire and safety upgrades to comply with all applicable legal requirements, including building codes.

**IV. Location**

Contractor shall provide project management at the following locations:

- Camelot Hotel located at 124 Turk Street, San Francisco, CA 94102
- Windsor Hotel located at 238 Eddy Street, San Francisco, CA 94102
- Le Nain Hotel located at 730 Eddy Street, San Francisco, CA 94102
- Pacific Bay Inn located at 520 Jones Street, San Francisco, CA 94102

**V. Service Requirements**

- A. As part of this agreement, Contractor shall, within thirty (30) days following the commencement date of this agreement:
1. Submit a project plan that includes project start date, milestones, projected completion date, budget, and proposed elevator consultants/contractors.
  2. Agency must submit above documents in .pdf format by e-mail to [rachel.gage@sfgov.org](mailto:rachel.gage@sfgov.org).
- B. As part of this agreement, Contractor shall, within ninety (90) days following the commencement date of this agreement:
1. Submit for HSH approval the following: a communication plan that details how Contractor will engage residents about the planned elevator work, a tenant complaint procedure, and an accessibility request policy, and if applicable, a temporary relocation plan as detailed below in subsection H.
  2. Agency must submit above documents in .pdf format by e-mail to [rachel.gage@sfgov.org](mailto:rachel.gage@sfgov.org).

- C. Construction Management and Contract Negotiation/Administration: Contractor shall ensure that all required permits are in place prior to starting construction. Contractor shall supervise and track the elevator contractor's performance for the duration of the project, which may include but not limited to pre-construction, negotiation of construction contract and during construction, ensuring elevator contractor obtains necessary construction permits, execution of the permitted scope of work through the resolution of any issues that arise during final inspections to ensure timely project completion. Contractor shall also manage such contracts including contract compliance and invoicing, including withholding of retention and the release of retention at the end of this project. Contractor shall ensure the elevator contractor has met all requirements for retention release prior to releasing final payment and retention.
  
- D. Budget Management and Administration: Contractor shall manage and adhere to the approved budget and make commercially reasonable efforts to promote cost savings and efficiencies. All owner contingency may only be utilized at HSH's sole discretion and with prior written approval. The construction draw procedure is outlined in Appendix C, Method of Payment. Any unspent funds subject to owner/HSH 50/50 cost share are to be returned to owner and HSH. Any unspent contingency funds covered solely by HSH must be returned to HSH upon final payment to Contractor.
  
- E. Schedule Management: Contractor is responsible for managing the elevator contractor's schedule and holding them accountable to meet their schedule milestones and completion date, as delineated in elevator contractor's contract with Contractor.
  
- F. Procurement: As necessary, to effectively perform project management of the improvements, Contractor may subcontract work to subject matter experts and experienced elevator contractors. Contractor may enter into any necessary professional services contracts, such as architect, engineer, general construction contractor, project management, construction management, permit specialist, and other related services, for the duration of the project. Such procurement and administration shall comply with all applicable laws.

Prior to entering into any agreement for contractor or consultant services for Ten Thousand Dollars (\$10,000.00) or more, Contractor must obtain at least three bids (unless waived in writing by HSH after a showing of due diligence and good faith effort), and submit to HSH for review and approval the responsive bids, proposed agreement with Contractor's proposed elevator contractor, information concerning the qualifications and licensing of the proposed contractor or consultant, and any additional information requested by HSH. All proposed contracts must detail the responsibilities, standards and compensation of the elevator contractor or consultant. Reasons for disapproval of such contract may include, but are not limited to, scope of work or budget that does not reflect the Project Budget or Work Program.

- G. Financing and Compliance: Where applicable, Contractor shall coordinate and assist in funding applications to state and federal funding sources (e.g., Office of Public

Finance) and/or assist with any audits, reporting and compliance obligations related to applicable local, city, state or federal funding related to the project.

- H. Temporary Relocation: If there are existing occupants that will be affected by the elevator work, Contractor shall work with property management, support services provider, and any other applicable consultants, to develop a phased on-site relocation plan or identify any time-limited off-site relocation, and manage the temporary relocation process (including working with residents to provide them with communication regarding relocation timing, moving assistance, cleaning of units to allow for on-site relocation, etc.) in compliance with all applicable laws.
- I. Accounts and Records: Contractor shall keep such books of account and other records in connection with the elevator repairs and/or modernization, which may include but is not limited to vouchers, statements, receipted bills and invoices and all other records, covering all collections, if any, disbursements, correspondence, and other data in connection with design and construction of the project prior to final completion of the project. Contractor shall deliver copies of all project documents, change orders, invoices, pay applications, etc. to property management and HSH in a format and delivery method acceptable to HSH.
- J. Meetings and Site Visits: Contractor is required to hold regular meetings with elevator contractor, pay app meetings as needed, and other additional meetings as required. HSH and/or designee may conduct periodic site visits with Contractor to review progress on site.
- K. Progress Reports: Contractor shall ensure that elevator contractors are providing monthly schedule updates, review these updates for accuracy and variance, and review and approve any schedule changes as a result of change orders. Contractor shall submit monthly reports to HSH on project timeline and any schedule variances or risks to the scheduled substantial completion date.
- L. Project Close Out: Contractor shall coordinate delivery of project close out documents to property management. Documents include, but not limited to, as-built drawings and specs and warranty doc/binder. Documents shall be stored onsite with property management. Contractor shall coordinate and schedule site inspections, punch walks, and warranty walk two to three months prior to end of the warranty period. Contractor shall follow up and coordinate warranty items with the elevator contractor and property management. Contractor shall ensure warranty items are delivered in a timely manner.

## **VI. Reporting Requirements**

- A. Contractor shall timely and accurately submit invoices, supporting documentation, and pay applications per Appendix C, Method of Payment. Contractor is responsible for the timeliness, accuracy, and proper documentation.

- B. Contractor shall comply with HSH Critical Incident Policy by reporting critical and serious incidents to HSH. Events include, but not limited to, life endangerment or serious injury, significant damage to a unit that cause units to go offline, displacement or unit transfer of a resident, major service interruptions, damage to the building, insurance events, and recordable events as specified in elevator contractor's contract. This section is intended to address incidents that fall under HSH Critical Incident Policy, and does not relieve or affect any legal duty of Contractor to report to applicable regulatory agencies.
- C. As needed, Contractor shall manage other regulatory reporting such as LCPtracker and Local Business Enterprise (LBE)/ Small Business Enterprise (SBE) reporting.

## **VII. Monitoring Activities**

- A. Program Monitoring: Contractor is subject to program monitoring and/or audits, such as, but not limited to review of the following, Contractor's administrative records, site visits, data reported on project reports, documentation of funding match sources, 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 Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts and memoranda of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>				Approved Subcontractors
2	<b>APPENDIX B, BUDGET</b>				
3	<b>Document Date</b>	7/1/2025			
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>	
5	<b>Current Term</b>	7/1/2025	6/30/2026	1	
7	<b>Provider Name</b>	DISH SF			
8	<b>Program</b>	Property Management at Six Buildings			
9	<b>Approved Subcontractors</b>				
10	Janitorial Subcontractor / Optimum Green Cleaning				
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

	A	B	C	D	E	F	G
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>				Number Served		
2	<b>APPENDIX B, BUDGET</b>						
3	<b>Document Date</b>	7/1/2025					
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>			
5	<b>Current Term</b>	7/1/2025	6/30/2026	1			
7	<b>Provider Name</b>	DISH SF					
8	<b>Program</b>	Property Management at Six Buildings					
9					<b>Year 1</b>		
10	<b>Service Component</b>				7/1/2025 - 6/30/2026		
11	Property Management (#Tenant Units) - Camelot				55		
12	Property Management (#Tenant Units) - Empress				89		
13	Property Management (#Tenant Units) - LeNain				86		
14	Property Management (#Tenant Units) - Pacific Bay Inn (PBI)				75		
15	Property Management (#Tenant Units) - Star				54		
16	Property Management (#Tenant Units) - Windsor				91		
17							
18	<b>Total</b>				<b>450</b>		
19							

	A	B	C	D	E	F	G	
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>				HUD CoC Grant			
2	<b>APPENDIX B, BUDGET</b>							
3	<b>Document Date</b>	7/1/2025						
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>				
5	<b>Current Term</b>	7/1/2025	6/30/2026	1				
7	<b>Provider Name</b>	DISH SF						
8	<b>Program</b>	Property Management at Six Buildings						
9	<b>Provider Unique Entity ID</b>	G56KM2D2QUP1						
10	<b>HUD Award Information 24 CFR 578.99(e); 2 CFR 200.331(a)</b>				<b>Year 1</b>			
11					7/1/2025 - 6/30/2026			
13	Federal Award Identification Number (from GIW Sheet)				TBD			
14	Federal Award Date (HUD Agreement Signature Date) 2 CFR 200.39				TBD			
15								
16								
17								
18								
19								
20								
21								

	A	B	C	D	G	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>					Page 1 of 12
2	<b>APPENDIX B, BUDGET</b>					
3	<b>Document Date</b>	7/1/2025				
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>		
5	<b>Current Term</b>	7/1/2025	6/30/2026	1		
7	<b>Provider Name</b>	DISH SF				
8	<b>Program</b>	Property Management at Six Buildings				
9	<b>FSP Contract ID#</b>	1000035491				
10	<b>Action (select)</b>	New Agreement				
11	<b>Effective Date</b>	7/1/2025				
12	<b>Budget Names</b>	<b>General Fund &amp; Prop C - Property Management, MHSA - Property Management, CoC - Operations &amp; Admin, COP - One-Time Capital</b>				
13		<b>Current</b>	<b>New</b>	8.4%		
14	<b>Term Budget</b>	\$ -	\$ 9,221,307			
15	<b>Contingency</b>	\$ -	\$ 774,590			
16	<b>Not-To-Exceed</b>	\$ -	\$ 9,995,897			
18					<b>Year 1</b>	<b>All Years</b>
19					7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
20					<b>New</b>	<b>New</b>
21	<b>Expenditures</b>					
22	Salaries & Benefits	\$ 5,367,614				\$ 5,367,614
23	Operating Expense	\$ 3,055,957				\$ 3,055,957
24	Subtotal	\$ 8,423,571				\$ 8,423,571
26	Indirect Cost	\$ 1,241,331				\$ 1,241,331
27	Other Expenses (Not subject to indirect %)	\$ 588,200				\$ 588,200
29	Admin Cost (HUD Only)	\$ 22,205				\$ 22,205
30	<b>Total Expenditures</b>	<b>\$ 10,275,307</b>				<b>\$ 10,275,307</b>
31						
32	<b>HSH Revenues (select)*</b>					
33	General Fund - Ongoing	\$ 7,322,353				\$ 7,322,353
35	Prop C - Ongoing	\$ 694,354				\$ 694,354
37	State Mental Health Service Act (MHSA)	\$ 397,579				\$ 397,579
38	HUD CoC - Operations	\$ 381,616				\$ 381,616
39	HUD CoC - Admin	\$ 22,205				\$ 22,205
40	Certificate of Participation (COP) Bonds	\$ 403,200				\$ 403,200
42	<b>Total HSH Revenues</b>	<b>\$ 9,221,307</b>				<b>\$ 9,221,307</b>
43	<b>Other Revenues (to offset Total Expenditures)</b>					
44	Rental Income	\$ 904,000				\$ 904,000
45	Landlord Reimbursement	\$ 150,000				\$ 150,000
46	Other Revenues	\$ -				\$ -
49	<b>Total Other Revenues</b>	<b>\$ 1,054,000</b>				<b>\$ 1,054,000</b>
50						
51	<b>Total HSH + Other Revenues</b>	<b>\$ 10,275,307</b>				<b>\$ 10,275,307</b>
52	Rev-Exp (Budget Match Check)	\$ -				\$ -
54	Total Adjusted Salary FTE (All Budgets)	64.28				
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
56	<b>Approved by</b>	Rahwa Meharena				
57	<b>Phone</b>	720.633.2320				
58	<b>Email</b>	<a href="mailto:Rahwameharena@dishsf.org">Rahwameharena@dishsf.org</a>				

	A	B	C	D	G	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>					Page 2 of 12
2	<b>APPENDIX B, BUDGET</b>					
3	<b>Document Date</b>	7/1/2025				
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>		
5	<b>Current Term</b>	7/1/2025	6/30/2026	1		
6	<b>Amended Term</b>	7/1/2025	6/30/2026	1		
7	<b>Provider Name</b>	DISH SF				
8	<b>Program</b>	Property Management at Six Buildings				
9	<b>F\$P Contract ID#</b>	1000035491				
10	<b>Action (select)</b>	New Agreement				
11	<b>Effective Date</b>	7/1/2025				
12	<b>Budget Name</b>	<b>General Fund &amp; Prop C - Property Management</b>				
13		<b>Current</b>	<b>New</b>			
14	<b>Term Budget</b>	\$ -	\$ 8,016,707	8.4%		
15	<b>Contingency</b>	\$ -	\$ 774,590			
16	<b>Not-To-Exceed</b>	\$ -	\$ 9,995,897			
17						
18					<b>Year 1</b>	<b>All Years</b>
19					7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
20					<b>New</b>	<b>New</b>
21	<b>Expenditures</b>					
22	Salaries & Benefits				\$ 4,773,968	\$ 4,773,968
23	Operating Expense				\$ 2,870,408	\$ 2,870,408
24	Subtotal				\$ 7,644,376	\$ 7,644,376
25	Indirect Percentage				15.00%	
26	Indirect Cost (Line 24 X Line 25)				\$ 1,241,331	\$ 1,241,331
27	Other Expenses (Not subject to indirect %)				\$ 185,000	\$ 185,000
30	<b>Total Expenditures</b>				<b>\$ 9,070,707</b>	<b>\$ 9,070,707</b>
31						
32	<u>HSH Revenues (select)</u>					
33	General Fund - Ongoing				\$ 7,322,353	\$ 7,322,353
35	Prop C - Ongoing				\$ 694,354	\$ 694,354
42	<b>Total HSH Revenues</b>				<b>\$ 8,016,707</b>	<b>\$ 8,016,707</b>
43	<u>Other Revenues (to offset Total Expenditures)</u>					
44	Rental Income				\$ 904,000	\$ 904,000
45	Landlord Reimbursement				\$ 150,000	\$ 150,000
46	Other Revenues				\$ -	\$ -
49	<b>Total Other Revenues</b>				<b>\$ 1,054,000</b>	<b>\$ 1,054,000</b>
50						
51	<b>Total HSH + Other Revenues</b>				<b>\$ 9,070,707</b>	<b>\$ 9,070,707</b>
52	Rev-Exp (Budget Match Check)				\$ -	\$ -
54						

	A	B	C	D	E	H	BV
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						Page 3 of 12
2	<b>SALARY &amp; BENEFIT DETAIL</b>						
3	<b>Document Date</b>	7/1/2025					
4	<b>Provider Name</b>	DISH SF					
5	<b>Program</b>	Property Management at Six Buildings					
6	<b>FSP Contract ID#</b>	1000035491					
7	<b>Budget Name</b>	<b>General Fund &amp; Prop C - Property Management</b>					
8		<b>Year 1</b>					<b>All Years</b>
9	<b>POSITION TITLE</b>	Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
10						New	New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary
12	Assistant General Manager	\$ 63,120	9.00	44%	4.00	\$ 252,480	\$ 252,480
13	Chief Portfolio Officer	\$ 178,198	1.00	50%	0.50	\$ 89,099	\$ 89,099
14	Sr. Manager of Community Dev.	\$ 102,068	1.00	40%	0.40	\$ 40,827	\$ 40,827
15	Desk Clerk	\$ 51,079	45.00	61%	27.24	\$ 1,391,213	\$ 1,391,213
16	Facilities Project Manager	\$ 77,080	1.00	100%	1.00	\$ 77,080	\$ 77,080
17	Senior Facilities Manager	\$ 135,922	1.00	40%	0.40	\$ 54,369	\$ 54,369
18	Senior General Manager	\$ 91,717	3.00	33%	1.00	\$ 91,717	\$ 91,717
19	Janitor	\$ 53,690	9.00	62%	5.60	\$ 300,666	\$ 300,666
20	Janitorial Supervisor	\$ 84,021	1.00	70%	0.70	\$ 58,815	\$ 58,815
21	Assistant Janitorial Supervisor	\$ 66,458	1.00	70%	0.70	\$ 46,521	\$ 46,521
22	Maintenance Supervisor	\$ 83,711	1.00	78%	0.78	\$ 65,295	\$ 65,295
23	Maintenance Worker I	\$ 55,891	3.00	67%	2.00	\$ 111,782	\$ 111,782
24	Maintenance Worker II	\$ 62,620	10.00	60%	6.00	\$ 375,722	\$ 375,722
25	Property Supervisor	\$ 112,737	2.00	50%	1.00	\$ 112,737	\$ 112,737
26	Unit Turnover Supervisor	\$ 83,786	1.00	70%	0.70	\$ 58,650	\$ 58,650
27	General Manager	\$ 80,847	4.00	70%	2.80	\$ 226,370	\$ 226,370
29	Operations Manager	\$ 116,505	1.00	40%	0.40	\$ 46,602	\$ 46,602
30	Operations Coordinator	\$ 77,483	1.00	100%	1.00	\$ 77,483	\$ 77,483
31	Administrative Assistant	\$ 58,845	1.00	100%	1.00	\$ 58,845	\$ 58,845
32						\$ -	\$ -
50						\$ -	\$ -
51		<b>TOTAL SALARIES</b>				<b>\$ 3,536,273</b>	<b>\$ 3,536,273</b>
52		<b>TOTAL FTE</b>		<b>57.22</b>			
53		<b>FRINGE BENEFIT RATE</b>			<b>35.00%</b>		
54		<b>EMPLOYEE FRINGE BENEFITS</b>				<b>\$ 1,237,696</b>	<b>\$ 1,237,696</b>
55		<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$ 4,773,968</b>	<b>\$ 4,773,968</b>

	A	D	AH	AI	AJ
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>		Page 4 of 12		
2	<b>OPERATING DETAIL</b>				
3	<b>Document Date</b>	7/1/2025			
4	<b>Provider Name</b>	DISH SF			
5	<b>Program</b>	Property Management at Six Buildings			
6	<b>F\$P Contract ID#</b>	1000035491			
7	<b>Budget Name</b>	<b>General Fund &amp; Prop C - Property Management</b>			
8					
9		<b>Year 1</b>	<b>All Years</b>		
10		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026		
11		New	New		
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense		
13	Rental of Property	\$ 201,500	\$ 201,500		
14	Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 787,020	\$ 787,020		
15	Office Supplies, Postage	\$ 96,735	\$ 96,735		
16	Building Maintenance Supplies and Repair	\$ 800,000	\$ 800,000		
17	Printing and Reproduction	\$ 4,138	\$ 4,138		
18	Insurance	\$ 501,557	\$ 501,557		
19	Staff Training	\$ 37,560	\$ 37,560		
20	Staff Travel	\$ 5,000	\$ 5,000		
21	Rental of Equipment	\$ -	\$ -		
22	Onsite Services (Client activites, etc.)	\$ 34,460	\$ 34,460		
23	Community Building and Tenant Incentives	\$ 53,393	\$ 53,393		
24		\$ -	\$ -		
42	Consultants / Temporary Staffing	\$ -	\$ -		
43	Professional Computer Support	\$ 20,368	\$ 20,368		
44	Legal Attorney	\$ 128,124	\$ 128,124		
45	Anyrelm/Julie Smack Consulting LLC	\$ 5,000	\$ 5,000		
46	Temp Staff Desk Clerks	\$ 45,000	\$ 45,000		
47	Legion Corp	\$ 100,000	\$ 100,000		
48	Leila P Consulting	\$ 5,500	\$ 5,500		
49	Adlemy Yocuppico-Herrera	\$ 2,054	\$ 2,054		
50	Mennonite Missionary Network	\$ 18,000	\$ 18,000		
51			\$ -		
54	<u>Subcontractors (First \$25k Only)</u>		\$ -		
55	Optimum Green Cleaning	\$ 25,000	\$ 25,000		
67					
68	<b>TOTAL OPERATING EXPENSES</b>	\$ 2,870,408	\$ 2,870,408		
69					
70	<u>Other Expenses (not subject to indirect cost %)</u>				
71	Optimum Green Cleaning (above first \$25k)	\$ 185,000	\$ 185,000		
83					
84	<b>TOTAL OTHER EXPENSES</b>	\$ 185,000	\$ 185,000		
97	<b>HSH #3</b>		<b>7/26/2022</b>		

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - GF/Prop C

**General Fund & Prop C -  
Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Salaries &amp; Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Assistant General Manager	4.00	\$ 252,480	Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, vendor payments, vendor communications, unit inspections, tenant intakes and move-ins, lease enforcement, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs serve as acting General Manager when the GM is offsite or on vacation/sick leave. There is one full-time AGM for each of DISH's sites.	Annualized salary * Adjusted FTE
Chief Portfolio Officer	0.50	\$ 89,099	The Chief Portfolio Officer (CPO) demonstrates exceptional supervision and leadership skills, with a robust background in real estate, facilities, asset management, property management, and project management. The position oversees Facilities and Real Estate Departments, managing owner relationships and compliance. It oversees key aspects of Property Management including contract objectives, audits, rent collection, and housing retention. It attends Community Advisory Board Meetings bi-annually and ensures tenant satisfaction. The position directs and supports Property Supervisors in key aspects of Property Management including meeting contract objectives, HSH/HQS Audits, rent collection, housing retention and compliance. It oversees management and engagement with all service partners (HSH, UCSF, ECS). It serves as the Safety and Security officer for building security along with tenant safety program implementation.	Annualized salary * Adjusted FTE
Sr. Manager of Community Dev.	0.40	\$ 40,827	Under the supervision of the Executive Director, this position coordinates a range of activities for DISH's sites, including our annual Tenant Appreciation Party and Feel Good Fair, corporate volunteer work at the sites, tenant portraits, and other programs to improve the health, well being and community connection of tenants. The Manager works with site staff to implement programs, maintains systems for outreach and engagement with corporate volunteers, partner agencies, and other community supports. Development and expansion of corporate and community partnerships through marketing, relationship building, social media, packaging and tailoring DISH opportunities and events, and representing DISH in the larger community. Provides logistical and other support to DISH's volunteer recruitment and volunteer project coordination to leverage City resources across DISH sites. Team approach used for most cost effective division of labor across sites based on ongoing and changing building/program needs.	Annualized salary * Adjusted FTE
Desk Clerk	27.24	\$ 1,391,213	Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.	Annualized salary * Adjusted FTE

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - GF/Prop C

**General Fund & Prop C -  
Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Salaries &amp; Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Facilities Project Manager	1.00	\$ 77,080	Under the supervision of the Director of Administration and Finance, the Facilities Coordinator/ Project Manager provides administrative and project management support to Facilities department and to the DISH Central Office. The FC/PM will manage the procurement and inventory systems for the Facilities Department, manage preventive maintenance schedule, report financial, performance and other data and lead projects to improve the efficiency and effectiveness of the Facilities Department. Under the direction of the Director of Administration and Finance, assists with the control of the budget, accounting of income and expenses, internal and external financial and other reporting, oversee internal audits, train on and manage robust database project and help coordinate volunteer and other events in addition to other projects as needed. Directly manages up to 2 direct reports.	Annualized salary * Adjusted FTE
Senior Facilities Manager	0.40	\$ 54,369	The Senior Facilities Manager is responsible for project management and oversight, work order prioritization and processing, emergency response and maintenance worker dispatch, maintenance inventory control, managing vendors and capital projects. The Senior Facilities Manager manages and supervises the Maintenance Supervisor and the Turn Team Supervisor and is the Fac. point person for DISH-Force and the Project Tracker. As a member of the Facilities Team, manages daily, work-order driven work and special projects for all sites. Implements and contributes to the refinement of facilities maintenance policies and procedures, best practices, and safety and emergency preparedness plans at all sites. Conducts safety audits at each site as required by DISH policies and procedures, and ensures on a regular basis that all life safety equipment and building life safety systems are fully functional at each site. Responsible for learning, following and ensuring implementation of all published job safety policies and procedures at all sites. Ensures that all direct reports consistently follow work safety rules and use appropriate Personal Protection Equipment as required. Oversees a range of special projects and outside vendors for all sites. Rotating 24/7 emergency on-call duties for all sites.	Annualized salary * Adjusted FTE
Senior General Manager	1.00	\$ 91,717	The General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and HSH in pursuit of excellence. Reports to Property Supervisor.	Annualized salary * Adjusted FTE

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - GF/Prop C

**General Fund & Prop C -  
Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Salaries &amp; Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Janitor	5.60	\$ 300,666	Under the supervision of the Janitorial Supervisor with support from the Lead Janitor, maintains the general cleanliness of the building interior and exterior across all eight sites. Deployment across sites varies weekly and daily based on needs of sites, including cleanliness and special projects. Responds to 24/7 emergencies as instructed by management on-call. Basic duties include cleanliness of all common spaces and shared bathrooms as well trash duties and other janitorial tasks and projects. Team approach used for most cost effective division of labor across 6 sites based on ongoing and changing building/program needs.	Annualized salary * Adjusted FTE
Janitorial Supervisor	0.70	\$ 58,815	Reports to Facilities Executive Director and Supervises 5 Maintenance Workers. As a member of the Facilities Team, manages daily, work-order driven work and special projects. Implement and contribute to the refinement of facilities maintenance policies and procedures, best practice, and safety and emergency preparedness plans at all sites. Models DISH values and work rules, and consistently contribute to DISH team building efforts. Conducts safety audits as required by DISH policies and procedures, and ensures on a regular basis that all life safety equipment and building life safety systems are fully functional. Responsible for learning, following and ensuring implementation of all published job safety policies and procedures. Ensures that all direct reports consistently follow work safety rules and use appropriate Personal Protection Equipment as required.	Annualized salary * Adjusted FTE
Assistant Janitorial Supervisor	0.70	\$ 46,521	Under the supervision of the Janitorial Supervisor, the Lead Janitor is responsible for a combination of team led work and regular janitorial duties across all eight sites. This position oversees the ongoing and special project work of a team of DISH janitors for 8 DISH sites and is also assigned to regular janitorial service of the eight site portfolio. Responds to 24/7 emergencies as instructed by management on-call. Team approach used for most cost effective division of labor across 6 sites based on ongoing and changing building/program needs.	Annualized salary * Adjusted FTE
Maintenance Supervisor	0.78	\$ 65,295	The Maintenance Supervisor position is a part of the central team of Facilities leaders that ensures the DISH Facilities Work plan is implemented. The Maintenance Supervisor is responsible for the planning, coordination, and execution of effective preventative, routine, and emergency maintenance at eight SRO sites with a total of 570 individual housing units, plus community spaces and offices. The Maintenance Supervisor is responsible for project management and oversight, work order prioritization and processing, emergency response and maintenance worker dispatch, maintenance inventory control. The Maintenance Supervisor manages and supervises a small team of maintenance workers. Significant and demonstrated successful supervision of a work crew is required. The Maintenance Supervisor must be able to coordinate and collaborate with building General Managers and Facilities leadership, including tracking and reporting on DISH-wide and Facilities Department-specific work plans.	Annualized salary * Adjusted FTE

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - GF/Prop C

**General Fund & Prop C -  
Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Salaries &amp; Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Maintenance Worker I	2.00	\$ 111,782	Under the supervision of the Senior Facilities Manager, performs preventive, corrective, emergency, cosmetic and routine maintenance for all eight sites. The Maintenance Worker I completes routine work-orders that include such duties as replacing light bulbs, assembling furniture, replacing batteries. Responds to 24/7 emergencies as instructed by management on-call. Team approach used for most cost effective division of labor across 6 sites based on ongoing and changing building/program needs.	Annualized salary * Adjusted FTE
Maintenance Worker II	6.00	\$ 375,722	Under the supervision of the Senior Facilities Manager, performs preventive, corrective, emergency, cosmetic and routine maintenance for all eight sites. Completes a variety of complex technical work-orders from electrical to plumbing, including trouble shooting leaks, repairing and replacing electrical fixtures, and installing/replacing toilets. Assigned to special projects as needed for all eight sites. Responds to 24/7 emergencies as needed as instructed by management on-call. Team approach used for most cost effective division of labor across 6 sites based on ongoing and changing building/program needs.	Annualized salary * Adjusted FTE
Property Supervisor	1.00	\$ 112,737	Under the supervision of the Executive Director, the Property Supervisor is responsible for 3 or more sites. The GMs of each of those sites report directly to the PS. The PS is responsible for leadership and coordination of GMs, site and inter-site cohesion and support, employee training and performance measurement, tenant satisfaction and grievance management, and all contract and other measures related to building performance. The PS ensures policy and legal compliance as well as consistency within and across the portfolio, collaborating with buildings/projects not in their portfolio. The PS works with DISH's senior leaders to develop and implement policy changes and enhancements, with an eye toward increase effectiveness and stronger service delivery.	Annualized salary * Adjusted FTE
Unit Turnover Supervisor	0.70	\$ 58,650	Under the supervision of the Senior Facilities Manager, the Unit Turn Supervisor will manage a team of up to 3 or 4 Janitors/ Maintenance Workers focused on doing all of the work necessary and appropriate to rehabilitate and repair units across all 8 sites. This work includes laying flooring, painting, repairing walls and all other maintenance associated with readying units for occupancy.	Annualized salary * Adjusted FTE
General Manager	2.80	\$ 226,370	The General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and HSH in pursuit of excellence. Reports to Property Supervisor.	Annualized salary * Adjusted FTE

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - GF/Prop C

**General Fund & Prop C -  
Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Salaries &amp; Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Operations Manager	0.40	\$ 46,602	Under the supervision of the Co-CEO, the Operations Manager plays a key role in supporting DISH's programmatic functions and tenant engagement efforts. They oversee the tenant survey project, ensuring valuable feedback is collected and integrated into program improvements. They support on-site training for site staff, equipping teams with the necessary tools and knowledge to enhance service delivery. Additionally, they coordinate community meetings between support services and property management to strengthen collaboration and improve resident outcomes. The Operations Manager also ensures the smooth operation of the central office, managing IT, telephone, and administrative systems across DISH's portfolio while maintaining key vendor relationships. Adjusted FTE represents portion of position time allocated for direct program services at sites covered by this contract.	Annualized salary * Adjusted FTE
Operations Coordinator	1.00	\$ 77,483	The Operations Coordinator provides essential programmatic and administrative support to strengthen DISH's resident services and site operations. They assist with coordinating tenant engagement efforts, including supporting the tenant survey project to gather insights that inform service improvements. They help facilitate on-site staff training and coordinate community meetings between support services and property management to enhance collaboration and resident well-being. Additionally, they support key projects related to development and operations, assist with event planning and communications, and provide logistical support. This position reports to the Operations Manager and plays a critical role in ensuring smooth organizational operations while reinforcing DISH's programmatic goals.	Annualized salary * Adjusted FTE
Administrative Assistant	1.00	\$ 58,845	Under the supervision of the Facilities Project Manager, the Administrative Assistant plays a key role in supporting DISH's direct services by assisting with tenant engagement activities and providing essential support to building staff. This includes coordinating and setting up meeting spaces for tenant community meetings and events, creating flyers and materials for tenant programs, and assisting with outreach efforts to keep residents informed of important updates. Additionally, the role supports building staff by helping track maintenance requests and organizing supply distribution for tenants.	Annualized salary * Adjusted FTE
		\$ -		
<b>TOTAL</b>	<b>57.22</b>	<b>\$ 3,536,273</b>		
<u>Employee Fringe Benefits</u>		<u>\$ 1,237,696</u>	<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 35% of total salaries.</u>	
<b>Salaries &amp; Benefits Total</b>		<b>\$ 4,773,968</b>		

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - GF/Prop C

**General Fund & Prop C -  
Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 201,500	Office Rent: This line item includes office space rent costs for the DISH Central office and for a storage and conference space at the Star hotel.	Approx \$16,791.67/month
Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 787,020	PGE, Water and Sewer, Trash Removal, Telephone, Internet and TV services at the 6 sites and the DISH Central Office. This line includes all cell phones, and web based email and document storage applications.	Approx \$65,585.02/month
Office Supplies, Postage	\$ 96,735	General office supplies, equipment, computers, supplies, office furniture, postage etc.	Approx \$8,61.23/month
Building Maintenance Supplies and Repair	\$ 800,000	The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit turn over and rehab work. Includes all maintenance and janitorial supplies. Also includes furniture, bedding, appliances, flooring supplies for unit turnover work as well as uniforms for maintenance staff and desk clerks. Regular building pest control services including monthly inspections, pest prevention and treatment, and tenant unit treatment and rehab as necessary. Maintenance and repair of elevators and janitorial cleaning services also included here.	Approx \$66,666.67/month
Printing and Reproduction	\$ 4,138	On site printing and external printing of documents, flyers, notices, etc.	Approx \$344.82/month
Insurance	\$ 501,557	Cost to insure DISH for its programming, including general liability, auto liability and employer's liability/workers compensation.	Approx \$41,796.40/month
Staff Training	\$ 37,560	Trainings, workshops and related expenses for team building, employee professional development and increased quality of service delivery.	Approx \$3,129.97/month
Staff Travel	\$ 5,000	Local travel required for work including public transportation, mileage, parking etc.	Approx \$416.67/month
Rental of Equipment	\$ -		
Onsite Services (Client activities, etc.)	\$ 34,460	HSH Support Services Teams led tenant activities, services and programs including Food Bank programs, holiday celebrations, community building activities, and other support for HSH Support Services teams at the sites.	Approx. \$2,871.66/month
Community Building and Tenant Incentives	\$ 53,393	DISH sponsored activities for tenants, community meetings etc. and other expenses related to building community and preventing eviction.	Approx. \$4,449.40/month
	\$ -		
<u>Consultants / Temporary Staffing</u>	\$ -		
Professional Computer Support	\$ 20,368	IT Support (security, equipment purchases, network set up and maintenance, Wi-Fi for tenants, etc.)	Approx \$1,697.33/month
Legal Attorney	\$ 128,124	Legal/Attorney Services: Attorney Fees and court costs for tenant ten-day notices, stipulated agreements, eviction proceedings	Approx \$10,677/month
AnyreIm/Julie Smack Consulting LLC	\$ 5,000	Database consultant. Maintains and administers database to track all DISH Outcomes, Tenant Rent and Occupancy Information, Work Orders, etc.	Approx \$416.67/month
Temp Staff Desk Clerks	\$ 45,000	Temp Staff - Desk Clerks. Contingency Desk Clerk staffing for when DISH desk clerks are sick, on vacation or otherwise absent.	Approx \$3,750/month
Legion Corp	\$ 100,000	Security Services - daily patrols, on call service, and occasional as needed on site security guard.	Approx \$8,333.33/month

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - GF/Prop C

**General Fund & Prop C -  
Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Leila P Consulting	\$ 5,500	Maintenance Worker and Janitor staffing in the case of unanticipated shortages i.e. medical leaves, numerous unfilled vacant positions	Approx. \$458.33/month
Adlemy Yocuppico-Herrera	\$ 2,054	Periodic written English / Spanish translation of documents to make available to tenants at the sites (i.e. lease agreement, announcements, tenant newsletter, etc.)	Approx. \$171.17/month
Mennonite Missionary Network	\$ 18,000	Provision of 2 full time volunteers/ intern who can do administrative work at DISH Central, special projects and community building at the 8 sites.	Approx. \$1,500/month
	\$ -		
<u>Subcontractors (First \$25k Only)</u>	\$ -		
Optimum Green Cleaning	\$ 25,000	Under the supervision of the Janitorial Supervisor with support from the Lead Janitor, maintains the general cleanliness of the building interior and exterior. Deployment varies mainly to just weekends and nights based on needs of sites, including cleanliness and special projects. Responds to 24/7 emergencies as instructed by management on-call. Basic duties include cleanliness of all common spaces and shared bathrooms as well trash duties and other janitorial tasks and projects.	Total of \$210k is approximately \$17,500/month
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 2,870,408</b>		
<b>Indirect Cost</b>	15.0% <b>\$ 1,241,331</b>		

<u>Other Expenses (not subject to indirect cost)</u>		<u>Justification</u>	<u>Calculation</u>
<u>%</u>	<u>Amount</u>		
	\$ 185,000	Under the supervision of the Janitorial Supervisor with support from the Lead Janitor, maintains the general cleanliness of the building interior and exterior. Deployment varies mainly to just weekends and nights based on needs of sites, including cleanliness and special projects. Responds to 24/7 emergencies as instructed by management on-call. Basic duties include cleanliness of all common spaces and shared bathrooms as well trash duties and other janitorial tasks and projects.	Total of \$210k is approximately \$17,500/month
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 185,000</b>		

	A	B	C	D	G	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>					Page 5 of 12
2	<b>APPENDIX B, BUDGET</b>					
3	<b>Document Date</b>	7/1/2025				
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>		
5	<b>Current Term</b>	7/1/2025	6/30/2026	1		
6	<b>Amended Term</b>	7/1/2025	6/30/2026	1		
7	<b>Provider Name</b>	DISH SF				
8	<b>Program</b>	Property Management at Six Buildings				
9	<b>FSP Contract ID#</b>	1000035491				
10	<b>Action (select)</b>	New Agreement				
11	<b>Effective Date</b>	7/1/2025				
12	<b>Budget Name</b>	MHSA - Property Management				
13		<b>Current</b>	<b>New</b>			
14	<b>Term Budget</b>	\$ -	\$ 397,579	8%		
15	<b>Contingency</b>	\$ -	\$ 774,590			
16	<b>Not-To-Exceed</b>	\$ -	\$ 9,995,897			
17						
18					<b>Year 1</b>	<b>All Years</b>
19					7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
20					<b>New</b>	<b>New</b>
21	<b>Expenditures</b>					
22	Salaries & Benefits				\$ 356,978	\$ 356,978
23	Operating Expense				\$ 40,601	\$ 40,601
24	Subtotal				\$ 397,579	\$ 397,579
30	<b>Total Expenditures</b>				<b>\$ 397,579</b>	<b>\$ 397,579</b>
31						
32	<b>HSH Revenues (select)</b>					
37	State Mental Health Service Act (MHSA)				\$ 397,579	\$ 397,579
42	<b>Total HSH Revenues</b>				<b>\$ 397,579</b>	<b>\$ 397,579</b>
52	Rev-Exp (Budget Match Check)				\$ -	\$ -
54						
55	<b>Prepared by</b>	Rahwa Meharena				
56	<b>Phone</b>	720.633.2320				
57	<b>Email</b>	<a href="mailto:Rahwameharena@dishsf.org">Rahwameharena@dishsf.org</a>				

	A	B	C	D	E	H	BV
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						Page 6 of 12
2	<b>SALARY &amp; BENEFIT DETAIL</b>						
3	<b>Document Date</b>	7/1/2025					
4	<b>Provider Name</b>	DISH SF					
5	<b>Program</b>	Property Management at Six Buildings					
6	<b>F\$P Contract ID#</b>	1000035491					
7	<b>Budget Name</b>	<b>MHSA - Property Management</b>					
8		<b>Year 1</b>					<b>All Years</b>
9	<b>POSITION TITLE</b>	Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
10						New	New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary
12	Assistant General Manager	\$ 62,982	9.00	11%	1.00	\$ 62,982	\$ 62,982
13	Desk Clerk	\$ 51,080	45.00	5%	2.30	\$ 117,483	\$ 117,483
14	Janitor	\$ 53,690	9.00	6%	0.54	\$ 28,993	\$ 28,993
15	General Manager	\$ 91,617	4.00	15%	0.60	\$ 54,970	\$ 54,970
16						\$ -	\$ -
54						\$ -	\$ -
55		<b>TOTAL SALARIES</b>				<b>\$ 264,428</b>	<b>\$ 264,428</b>
56		<b>TOTAL FTE</b>		<b>4.44</b>			
57		<b>FRINGE BENEFIT RATE</b>			35.00%		
58		<b>EMPLOYEE FRINGE BENEFITS</b>				<b>\$ 92,550</b>	<b>\$ 92,550</b>
59		<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$ 356,978</b>	<b>\$ 356,978</b>
60							
61							
62							

	A	D	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>		Page 7 of 12
2	<b>OPERATING DETAIL</b>		
3	<b>Document Date</b>	7/1/2025	
4	<b>Provider Name</b>	DISH SF	
5	<b>Program</b>	Property Management at Six Buildin	
6	<b>F\$P Contract ID#</b>	1000035491	
7	<b>Budget Name</b>	<b>MHSA - Property Management</b>	
8			
9		<b>Year 1</b>	<b>All Years</b>
10		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
11		New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ -	\$ -
14	Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 40,601	\$ 40,601
15	Office Supplies, Postage	\$ -	\$ -
16	Building Maintenance Supplies and Repair	\$ -	\$ -
17	Printing and Reproduction	\$ -	\$ -
18	Insurance	\$ -	\$ -
19	Staff Training	\$ -	\$ -
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -
21	Rental of Equipment	\$ -	\$ -
23	Community Building and Housing Preservation	\$ -	\$ -
24			\$ -
67			
68	<b>TOTAL OPERATING EXPENSES</b>	\$ 40,601	\$ 40,601
97	<b>HSH #3</b>		<b>7/26/2022</b>

**BUDGET NARRATIVE**

**Fiscal Year**

**Budget Narrative - MHSA**

**MHSA - Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Salaries &amp; Benefits</u>	<u>Adjusted Budgeted FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Assistant General Manager	1.00	\$ 62,982	Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, vendor payments, vendor communications, unit inspections, tenant intakes and move-ins, lease enforcement, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs serve as acting General Manager when the GM is offsite or on vacation/sick leave. There is one full-time AGM for each of DISH's sites.	Annualized Salary * Adjusted FTE
Desk Clerk	2.30	\$ 117,483	Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.	Annualized Salary * Adjusted FTE
Janitor	0.54	\$ 28,993	Under the supervision of the Janitorial Supervisor with support from the Lead Janitor, maintains the general cleanliness of the building interior and exterior across all eight sites. Deployment across sites varies weekly and daily based on needs of sites, including cleanliness and special projects. Responds to 24/7 emergencies as instructed by management on-call. Basic duties include cleanliness of all common spaces and shared bathrooms as well trash duties and other janitorial tasks and projects. Team approach used for most cost effective division of labor across 6 sites based on ongoing and changing building/program needs.	Annualized Salary * Adjusted FTE
General Manager	0.60	\$ 54,970	The General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and HSH in pursuit of excellence. Reports to Property Supervisor.	Annualized Salary * Adjusted FTE
		\$ -		
		\$ -		
<b>TOTAL</b>	<b>4.44</b>	<b>\$ 264,428</b>		
<u>Employee Fringe Benefits</u>			<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 35% of total salaries.</u>	
		\$ 92,550		
<b>Salaries &amp; Benefits Total</b>		<b>\$ 356,978</b>		

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - MHSA

**MHSA - Property Management**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ -		
Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 40,601	PGE, Water and Sewer, Trash Removal, Telephone, Internet and TV services at the 6 sites and the DISH Central Office. This line includes all cell phones, and web based email and document storage applications.	Approx \$3,383.44/month allocated to this budget
Office Supplies, Postage	\$ -		
Building Maintenance Supplies and Repair	\$ -		
Printing and Reproduction	\$ -		
Insurance	\$ -		
Staff Training	\$ -		
Staff Travel-(Local & Out of Town)	\$ -		
Rental of Equipment	\$ -		
Community Building and Housing Preservation	\$ -		
	\$ -		
	\$ -		
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 40,601</b>		
<b>Indirect Cost</b>	<b>\$ -</b>		

	A	B	C	D	G	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>					Page 8 of 12
2	<b>APPENDIX B, BUDGET</b>					
3	<b>Document Date</b>	7/1/2025				
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>		
5	<b>Current Term</b>	7/1/2025	6/30/2026	1		
6	<b>Amended Term</b>	7/1/2025	6/30/2026	1		
7	<b>Provider Name</b>	DISH SF				
8	<b>Program</b>	Property Management at Six Buildings				
9	<b>FSP Contract ID#</b>	1000035491				
10	<b>Action (select)</b>	New Agreement				
11	<b>Effective Date</b>	7/1/2025				
12	<b>Budget Name</b>	CoC - Operations & Admin				
13		<b>Current</b>	<b>New</b>			
14	<b>Term Budget</b>	\$ -	\$ 403,821	8%		
15	<b>Contingency</b>	\$ -	\$ 774,590			
16	<b>Not-To-Exceed</b>	\$ -	\$ 9,995,897			
17						
18					<b>Year 1</b>	<b>All Years</b>
19					7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
20					<b>New</b>	<b>New</b>
21	<b>Expenditures</b>					
22	Salaries & Benefits				\$ 236,668	\$ 236,668
23	Operating Expense				\$ 144,948	\$ 144,948
24	Subtotal				\$ 381,616	\$ 381,616
29	Admin Cost (HUD Agreements Only)				\$ 22,205	\$ 22,205
30	<b>Total Expenditures</b>				<b>\$ 403,821</b>	<b>\$ 403,821</b>
31						
32	<b>HSH Revenues (select)</b>					
38	HUD CoC - Operations				\$ 381,616	\$ 381,616
39	HUD CoC - Admin				\$ 22,205	\$ 22,205
42	<b>Total HSH Revenues</b>				<b>\$ 403,821</b>	<b>\$ 403,821</b>
52	Rev-Exp (Budget Match Check)				\$ -	\$ -
54						
55	<b>Prepared by</b>	Rahwa Meharena				
56	<b>Phone</b>	720.633.2320				
57	<b>Email</b>	<a href="mailto:Rahwameharena@dishsf.org">Rahwameharena@dishsf.org</a>				

	A	B	C	D	E	H	BV
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						Page 9 of 12
2	<b>SALARY &amp; BENEFIT DETAIL</b>						
3	<b>Document Date</b>	7/1/2025					
4	<b>Provider Name</b>	DISH SF					
5	<b>Program</b>	Property Management at Six Buildings					
6	<b>F\$P Contract ID#</b>	1000035491					
7	<b>Budget Name</b>	CoC - Operations & Admin					
8		<b>Year 1</b>					<b>All Years</b>
9	<b>POSITION TITLE</b>	Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
10						New	
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary
12	Assistant General Manager	\$ 61,922	9.00	11%	1.00	\$ 61,922	\$ 61,922
13	Desk Clerk	\$ 61,080	45.00	1%	0.46	\$ 28,097	\$ 28,097
14	Janitor	\$ 53,690	9.00	6%	0.56	\$ 30,201	\$ 30,201
15	General Manager	\$ 91,817	4.00	15%	0.60	\$ 55,090	\$ 55,090
16						\$ -	\$ -
49						\$ -	\$ -
50		<b>TOTAL SALARIES</b>				<b>\$ 175,310</b>	<b>\$ 175,310</b>
51		<b>TOTAL FTE</b>			<b>2.62</b>		
52		<b>FRINGE BENEFIT RATE</b>				35.00%	
53		<b>EMPLOYEE FRINGE BENEFITS</b>				<b>\$61,358</b>	<b>\$ 61,358</b>
54		<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$ 236,668</b>	<b>\$ 236,668</b>
55							
56							
57							

	A	D	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>		Page 10 of 12
2	<b>OPERATING DETAIL</b>		
3	<b>Document Date</b>	7/1/2025	
4	<b>Provider Name</b>	DISH SF	
5	<b>Program</b>	Property Manag	
6	<b>F\$P Contract ID#</b>	1000035491	
7	<b>Budget Name</b>	<b>CoC - Operations &amp; Admin</b>	
8			
9		<b>Year 1</b>	<b>All Years</b>
10		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
11		New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ -	\$ -
14	Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 144,948	\$ 144,948
15	Office Supplies, Postage	\$ -	\$ -
16	Building Maintenance Supplies and Repair	\$ -	\$ -
17	Printing and Reproduction	\$ -	\$ -
18	Insurance	\$ -	\$ -
19	Staff Training	\$ -	\$ -
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -
21	Rental of Equipment	\$ -	\$ -
22			\$ -
67			
68	<b>TOTAL OPERATING EXPENSES</b>	\$ 144,948	\$ 144,948
69			
97	<b>HSH #3</b>		<b>7/26/2022</b>

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - HUD CoC

**CoC - Operations & Admin**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Salaries &amp; Benefits</u>	<u>Adjusted Budgete</u> <u>d FTE</u>	<u>Budgeted Salary</u>	<u>Justification</u>	<u>Calculation</u>
Assistant General Manager	1.00	\$ 61,922	Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, vendor payments, vendor communications, unit inspections, tenant intakes and move-ins, lease enforcement, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs serve as acting General Manager when the GM is offsite or on vacation/sick leave. There is one full-time AGM for each of DISH's sites.	Annualized Salary * Adjusted FTE
Desk Clerk	0.46	\$ 28,097	Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.	Annualized Salary * Adjusted FTE
Janitor	0.56	\$ 30,201	Under the supervision of the Janitorial Supervisor with support from the Lead Janitor, maintains the general cleanliness of the building interior and exterior across all eight sites. Deployment across sites varies weekly and daily based on needs of sites, including cleanliness and special projects. Responds to 24/7 emergencies as instructed by management on-call. Basic duties include cleanliness of all common spaces and shared bathrooms as well trash duties and other janitorial tasks and projects. Team approach used for most cost effective division of labor across 6 sites based on ongoing and changing building/program needs.	Annualized Salary * Adjusted FTE
General Manager	0.60	\$ 55,090	The General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and HSH in pursuit of excellence. Reports to Property Supervisor.	Annualized Salary * Adjusted FTE
		\$ -		
		\$ -		
<b>TOTAL</b>	<b>2.62</b>	<b>\$ 175,310</b>		
<u>Employee Fringe Benefits</u>		\$ 61,358	<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 35% of total salaries.</u>	
<b>Salaries &amp; Benefits Total</b>		<b>\$ 236,668</b>		

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - HUD CoC

**CoC - Operations & Admin**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<u>Operating Expenses</u>	<u>Budgeted Expense</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ -		
Utilities (Elec, Water, Gas, Phone, Scavenger)	\$ 144,948	PGE, Water and Sewer, Trash Removal, Telephone, Internet and TV services at the 6 sites and the DISH Central Office. This line includes all cell phones, and web based email and document storage applications.	Allocation for HUD budget, which is approximately \$12,079/month
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 144,948</b>		
<b>Indirect Cost</b>	<b>\$ -</b>		

<u>Admin Cost (HUD Agreements Only)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Operations Manager salary and fringe	\$ 22,205	Part of the Operations Manager role is to ensure the smooth operation of the central office, managing IT, telephone, and administrative systems across DISH's portfolio while maintaining key vendor relationships.	Equal to 18.5% of salary
<b>TOTAL ADMIN EXPENSES</b>	<b>\$ 22,205</b>		
<b>Allowable Admin Cost</b>	<b>\$ 22,205</b>		
<b>Difference</b>	<b>\$ -</b>		

**BUDGET NARRATIVE**

**Fiscal Year**

Budget Narrative - HUD CoC

**CoC - Operations & Admin**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

**\* Note: Per HUD CoC requirements, Administrative budgets may only be spent on specific HUD-authorized Eligible Costs, which include:**

Category	Description	Examples
1) General Management, Oversight, and Coordination	(i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration, including staff who:	
	A) Prepare and update program budgets and schedules;	Budget/Finance Manager
	B) Develop systems for assuring compliance with program requirements;	IT Manager
	C) Develop agreements with subrecipients and contractors to carry out program activities;	Contracts/Grants Manager
	D) Monitor program activities for progress and compliance with program requirements;	Program Manager
	E) Prepare reports and other documents directly related to the program for submission to HUD;	Program Manager
	F) Coordinate the resolution of audit and monitoring findings;	Program Manager, Accountant
	G) Evaluate program results against stated objectives; or	Data & Performance Analyst
	H) Manage or supervise persons whose primary responsibilities with regard to the program include these administrative tasks.	CEO, Executive Director, Program Director, Chief Financial Officer
	(ii) Travel costs incurred for monitoring of subrecipients;	Car rental, fuel, airfare, lodging
	(iii) Administrative Services performed under third-party contracts or agreements	IT Services, Administrative Temp Agency, Outside Auditor
(iv) Other costs for goods and services required for administration of the program	Office Supplies & Postage, Printing & Reproduction, Utilities	
2) Training on Continuum of Care Requirements	Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.	Staff Training, Staff Travel, Conference Expenses
3) Environmental Review	Costs of carrying out the environmental review responsibilities under § 578.31.	

For more information on Eligible Administrative Costs, see Section 578.59 (page 87) of the CoC Program Interim Rule, 24 CFR:

[https://www.hudexchange.info/resources/documents/CoCProgramInterimRule\\_FormattedVersion.pdf](https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf)

	A	B	C	D	G	AK	
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>					Page 11 of 12	
2	<b>APPENDIX B, BUDGET</b>						
3	<b>Document Date</b>	7/1/2025					
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>			
5	<b>Current Term</b>	7/1/2025	6/30/2026	1			
6	<b>Amended Term</b>	7/1/2025	6/30/2026	1			
7	<b>Provider Name</b>	DISH SF					
8	<b>Program</b>	Property Management at Six Buildings					
9	<b>FSP Contract ID#</b>	1000035491					
10	<b>Action (select)</b>	New Agreement					
11	<b>Effective Date</b>	7/1/2025					
12	<b>Budget Name</b>	<b>COP - One-Time Capital</b>					
13		<b>Current</b>	<b>New</b>				
14	<b>Term Budget</b>	\$ -	\$ 403,200	8%			
15	<b>Contingency</b>	\$ -	\$ 774,590				
16	<b>Not-To-Exceed</b>	\$ -	\$ 9,995,897				
17							
18					<b>Year 1</b>	<b>All Years</b>	
19					7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026	
20					<b>New</b>	<b>New</b>	
21	<b>Expenditures</b>						
27	Other Expenses (Not subject to indirect %)				\$ 403,200	\$ 403,200	
28	Capital Expenditure				\$ -	\$ -	
30	<b>Total Expenditures</b>				<b>\$ 403,200</b>	<b>\$ 403,200</b>	
31							
32	<b>HSH Revenues (select)</b>						
40	Certificate of Participation (COP) Bonds				\$ 403,200	\$ 403,200	
42	<b>Total HSH Revenues</b>				<b>\$ 403,200</b>	<b>\$ 403,200</b>	
52	Rev-Exp (Budget Match Check)				\$ -	\$ -	
54							
55	<b>Approved by</b>	Rahwa Meharena					
56	<b>Phone</b>	720.633.2320					
57	<b>Email</b>	<a href="mailto:Rahwameharena@dishsf.org">Rahwameharena@dishsf.org</a>					

	A	D	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>		Page 12 of 12
2	<b>OPERATING DETAIL</b>		
3	<b>Document Date</b>	7/1/2025	
4	<b>Provider Name</b>	DISH SF	
5	<b>Program</b>	Property Management at Six Buildings	
6	<b>F\$P Contract ID#</b>	1000035491	
7	<b>Budget Name</b>	<b>COP - One-Time Capital</b>	
8			
9		<b>Year 1</b>	<b>All Years</b>
10		7/1/2025 - 6/30/2026	7/1/2025 - 6/30/2026
11		New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense
70	<u>Other Expenses (not subject to indirect cost %)</u>		
71	Camelot Elevator Modernization	\$ 85,000	\$ 85,000
72	Camelot EMP reserves	\$ 17,000	\$ 17,000
73	Windsor Elevator Modernization	\$ 90,000	\$ 90,000
74	Windsor EMP reserves	\$ 18,000	\$ 18,000
75	Le Nain Elevator Modernization	\$ 65,000	\$ 65,000
76	Le Nain EMP reserves	\$ 13,000	\$ 13,000
77	PBI Elevator Modernization	\$ 96,000	\$ 96,000
78	PBI EMP reserves	\$ 19,200	\$ 19,200
79			\$ -
82			\$ -
83			
84	<b>TOTAL OTHER EXPENSES</b>	\$ 403,200	\$ 403,200
85			
98	<b>HSH #3</b>		<b>7/26/2022</b>

**BUDGET NARRATIVE**

**Fiscal Year**

**COP - One-Time Capital**

**FY25-26**

**<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective**

<b><u>Other Expenses (not subject to indirect cost %)</u></b>	<b><u>Amount</u></b>	<b><u>Justification</u></b>
Camelot Elevator Modernization	\$ 85,000	Estimated cost of cab refurbishment, ceiling tiles, lighting, floor, and walls, gear service and tune up.
Camelot EMP reserves	\$ 17,000	Reserves equal to 20% of estimated Camelot elevator modernization cost. Available upon approval from HSH.
Windsor Elevator Modernization	\$ 90,000	Estimated cost of cab refurbishment, ceiling tiles, lighting, floors, and walls.
Windsor EMP reserves	\$ 18,000	Reserves equal to 20% of estimated Windsor elevator modernization cost. Available upon approval from HSH.
Le Nain Elevator Modernization	\$ 65,000	Estimated cost of cab refurbishment and gate adjustments, gear service and tune up.
Le Nain EMP reserves	\$ 13,000	Reserves equal to 20% of estimated Le Nain elevator modernization cost. Available upon approval from HSH.
PBI Elevator Modernization	\$ 96,000	Estimated cost of cab refurbishment, ceiling tiles, lighting, floor, walls, buttons, rope adjustment.
PBI EMP reserves	\$ 19,200	Reserves equal to 20% of estimated PBI elevator modernization cost. Available upon approval from HSH.
	\$ -	
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 403,200</b>	

## Appendix C, Method of Payment

**I. Reimbursement for Actual Costs:**

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

**II. General Instructions for Invoice Submittal:**

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

- A. Contractor shall submit all invoices and any related documentation required in the format specified below, after costs have been incurred and paid by the Contractor, and within 30 days after the month the service has occurred.
- B. Expenditures must be paid by the Contractor prior to invoicing HSH for grant expenditures.
- C. Contractor shall ensure all final invoices are submitted 30 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Contractor’s ability to apply for future funding or requests for additional funding.

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

E. Invoicing System:

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

F. Line Item Variance:

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

G. Spend Down:

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

assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

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

H. Documentation and Record Keeping:

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

General Fund; Our City, Our Home (Prop C); Mental Health Services Act (MHSA)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Contractor shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a personnel report in Excel format that itemizes all payroll costs included in the invoice, historical and current payroll information from a payroll service or a payroll ledger from Contractor’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Contractor shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Contractor shall upload documentation for all Subcontractor and Consultant costs, and documentation for any single expense within the Operating budget category that exceeds \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each operating invoice line, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Capital and/or One-Time Funding	<p>Contractor shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Contractor shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.</p> <p>Contractor shall use actual amount of tenant rent collected as Rental Income. Contractor shall include in the supporting documentation a report on Emergency Rental Assistance Program (ERAP) and other rental assistance received and for what period the payments are. Rental assistance received for prior years will not be used as offsetting revenue if the rental income reported to HSH was based on tenant rent charged and not the actual amount collected.</p>

Certificate of Participation (COP)		
Type	Instructions	Example of Documentation
Elevator Repair Labor	Grantee shall upload all supporting documentation of eligible capital costs in CARBON with each invoice.	Documentation may include: <ul style="list-style-type: none"> <li>• Employee Timesheets</li> <li>• Itemized Subcontractor Invoices</li> </ul>
Elevator Repair Parts	Grantee shall upload all supporting documentation of eligible capital costs in CARBON with each invoice.	Documentation may include: <ul style="list-style-type: none"> <li>• Receipts for equipment</li> <li>• Receipts for all other capital expenses</li> <li>• Itemized Subcontractor Invoices</li> </ul>

U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC)	
Type	Instructions and Examples of Documentation
HUD CoC - Operating Services	<p>Contractor may use this line item in accordance with 24 CFR § 578.55 - Operating Services.</p> <p>Contractor shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Grants with Rental Assistance may not have an Operations Line item within their budget.</p> <p>Documentation may include a General Ledger, or receipts of purchases, showing proof of costs related to the maintenance and repair of housing; property taxes and insurance; utility payments; furniture; and/or equipment.</p>
HUD CoC - Administrative Costs	<p>Contractor may use this line item in accordance with 24 CFR § 578.59 - Project Administrative Costs.</p> <p>Contractor shall upload all supporting documentation of eligible Administrative costs in CARBON with each invoice.</p> <p>HSH is required to share half of administrative funds with sub-recipients.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Contractor’s accounting system of the staff who work on CoC funded programs to provide duties, such as:</p> <ul style="list-style-type: none"> <li>• Program budgets and schedules;</li> <li>• Compliance with CoC requirements;</li> </ul>

U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC)	
Type	Instructions and Examples of Documentation
	<ul style="list-style-type: none"> <li>• Monitoring of program activities for progress; preparing reports;</li> <li>• Coordinating the resolution of audit and monitoring findings;</li> <li>• Evaluation of program results against stated objectives; or</li> <li>• Management or supervision of persons whose primary responsibilities include the above-mentioned administrative tasks.</li> </ul> <p>Documentation may also include receipts related to the costs for goods and services related to the administration of the CoC program, such as rental or purchase of equipment, insurance, utilities, office supplies and rental and maintenance of office space.</p>

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

**III. Advances or Prepayments:**

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

**A. Advance Requirements:**

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

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

**B. Advance Request Process:**

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

C. Advance Repayment Process:

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

IV. **Timely Submission of Reports and Compliance:**

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

## Appendix D, Federal Requirements

### Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

#### I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Professional Services Contract and/or Amendment documents ("Agreement").

**A. City.** City means the City and County of San Francisco.

**B. Subaward.** Subaward means an award provided by a pass-through entity (e.g., the City) to a Subrecipient for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.1). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient:

- i. Has programmatic decision-making responsibility within the scope of services of the Agreement;
- ii. May determine client eligibility for the Federal program;
- iii. In accordance with its Agreement, uses the Federal funds to carry out all or part of a Federal program, as opposed to providing goods or services to help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

**C. Third Party Subaward.** Third Party Subaward means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

**D. Contract and/or Subcontract.** Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property, or services needed to carry out the project or program under a Federal award (2 CFR §200.1). Characteristics of Subcontracts, as opposed to Subawards include but are not limited to that a Subcontractor:

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Agreement;
- ii. Does not determine client eligibility for the federal program; and
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

**E. Third Party Subcontract.** Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

**II. Federal Changes.** Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation

those listed directly or by reference in the Recipient Agreement between the City and the Federal awarding agency or in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

### **III. Requirements for Pass-Through Entities. (2 CFR §200.332)**

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
- i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
  - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR §200.332(3);
  - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration<sup>1</sup>) costs, paragraph (f);
  - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
  - v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
  - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
  - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
  - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

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<sup>1</sup> 2 CFR § 200.332(a)(1)(xiv)

- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.339 Remedies for noncompliance of this part and in program regulations.

**IV. Procurement Compliance.** *(2 CFR §200.318 through 200.326)*

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following:
  - i. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of Contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding Contracts only to responsible Contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; maintaining records sufficient to detail the history of procurements;
  - ii. Providing full and open competition as per 2 CFR § 200.319; and
  - iii. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

**V. Cost Principles Compliance.** *(2 CFR §200 Subpart E)*

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this Agreement with the City. This includes but is not limited to compliance with §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they:
  - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
  - ii. Be incorporated into the official records of the Subrecipient;
  - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100 percent of compensated activities;
  - iv. Encompass both federally assisted, and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient’s written policy;
  - v. Comply with the established accounting policies and practices of the Subrecipient;
  - vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two

- or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity;
- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

**VI. Equal Employment Opportunity Compliance.** *Applicable to all construction agreements awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees; 2 CFR §200 Appendix II(C).* Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**VII. Davis-Bacon Act Compliance.** *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

**VIII. Copeland Anti-Kickback Act Compliance.** *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

**IX. Contract Work Hours and Safety Standards.** *Applicable to all agreements awarded by Grantees and Subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(E).*

**A. Compliance.** Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

**B. Overtime.** No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**C. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for that employee's unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph B.

**D. Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

**X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests. (2 CFR §200 Appendix II(F) and 2 CFR §200.315)**

**A.** Title to intangible property (see 2 CFR §200.1 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this Agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 (e).

**B.** The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

**C.** The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR

Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.

**XI. Debarment and Suspension.** *(applicable to all Contracts and Subcontracts; 2 CFR §200 Appendix II(H))*

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR Part 180.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) under Search Records on a regular, but at least annual, basis.

**XII. Byrd Anti-Lobbying Certification.** *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(I) and by inclusion, 45 CFR Part 93)*

- A. **Subrecipient hereby certifies**, to the best of their knowledge and belief, that"
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or Contract, the making of any Federal grant or Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB

Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- iii. The person signing this Agreement shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **XIII. Single Audit Requirements**

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this Agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

### **XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies**

- A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding Agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of the Federal awarding agency's terms and conditions.

- B. Further, all provisions of each Federal awarding agency's incorporation of the Uniform Guidance are also hereby incorporated as reference:
  - i. U.S. Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions);
  - ii. U.S. Department of Housing and Urban Development: (no exceptions or additions);
  - iii. U.S. Department of Education: (no exceptions); and
  - iv. U.S. Department of Agriculture: 2 CFR Part 400.

### **XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts**

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude requirements for pass-through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

## **Appendix E, Housing and Urban Development (HUD) Subrecipient Agreement**

- I.** Subrecipient shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
  - A. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operations of such project.
- II.** Subrecipient shall establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.
- III.** In the case of a project that provides housing or services to families, the Subrecipient shall designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.
- IV.** The Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- V.** Subrecipient shall provide information, such as data and reports, as required by the U.S. Department of Housing and Urban Development (HUD).

## **Appendix F, Anti-Violence and Weapons Policy**

# Anti-Violence and Weapons Policy (February 10<sup>th</sup>, 2025)

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## Purpose

The Department of Homelessness and Supportive Housing (HSH) is committed to ensuring the safety of nonprofit employees, City employees, vendors, residents, visitors, and guests who work, visit, and/or live in site-based Permanent Supportive Housing (PSH) funded by the City.

## Department-Wide Anti-Violence Efforts

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HSH will continue to provide ongoing guidance and support to PSH Housing Providers on anti-violence efforts. HSH will require all housing providers to:

- Adopt and train employees on a Workplace Emergency Action Plan, which describes preparedness activities and coordinated responses that each PSH Housing Provider will use in the event of a serious emergency, such as an active shooter.
- Comply with HSH's PSH Policies and Procedures: Responses to Critical Incidents Involving Threatening & Assaultive Behavior, which describes the actions that HSH expects each PSH Housing Provider to take to warn, and protect staff, tenants, and the public who are present, when an assaultive and threatening behavior occurs.

## Specific PSH-Related Anti-Violence Interventions

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To protect employees and residents who work and live in PSH against violence at PSH facilities, HSH currently requires PSH Housing Providers to implement the following specific interventions:

- Maintain building safety, including but not limited to providing 24-hour front desk coverage to monitor residents and visitors who enter and exit the building.
- Deploy City-funded security guards to support employees if a crisis emerges in accordance to HSH Safety Enhancement Standard Operating Procedures.
- Communicate and collaborate with HSH personnel to prevent, de-escalate, and respond to emergencies.
- Cooperate with the Department of Public Health's Permanent Housing Advanced Clinical Services (PHACS) team to provide medical and behavioral health services on a referral basis at PSH sites.
- Organize training from the Department of Emergency Management for all employees working at PSH on how to better use resources available through 911 dispatchers including the SFPD and the Crisis Team.
- File critical incident reports to HSH and cooperate with HSH security incident investigations.

*Confidential- Anti-Violence and Weapons Policy*

- Whenever PSH Housing Provider or their employees are aware that a resident has made a specific threat of harm against a third-party, including City employees, the PSH Housing Provider shall notify the third-party of such threat, and (where applicable) notify any applicable employer.
- Consider seeking a temporary restraining order (where appropriate after consultation with legal counsel), including an order to surrender firearms or ammunition, in situations where a resident makes a specific threat of harm against an PSH Housing Provider employee.

## PSH Weapons Policy and City Contracts/Grants

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The anti-violence policies and interventions described above are meant to prevent all types of violence, including weapon-related violence. Still, to guard against the specific threats posed by weapons, HSH will require that City-funded site-based PSH Housing Providers adopt and enforce a site specific PSH Weapons Policy, which must be incorporated into the lease through a lease addendum. Providers will be required to adopt and enforce this policy within six months of the effective date of the policy. Providers will be required to sign the policy and return to HSH, which will be included as an addendum to grants or contracts as HSH amends existing agreements.

## PSH Weapons Policy and Lease Addendum

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PSH Housing Providers have an important and substantial interest in protecting the health, safety, and welfare of its residents, their guests, its employees, and the public at large. While residents have rights afforded by law, and the City expects that each PSH Housing Provider will respect and permit the lawful ownership and possession of weapons, PSH Housing Providers may also place reasonable restrictions for the safety of others. Each PSH Housing Provider shall adopt a Weapons Policy and Lease Addendum substantially in the form of the model set out below.

## Template PSH Weapons Policy and Lease Addendum

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This Addendum is being attached to, and incorporated by reference in, the Lease Agreement (“Lease”) between the Landlord and the undersigned Tenant(s) for the use of property located at ADDRESS, Unit #. The purpose of this Addendum is to add new terms and conditions to the Lease. The parties agree that if any terms of the Lease and this Addendum are inconsistent, the terms set forth in the Addendum will govern. The undersigned Tenant(s) agree that it is their responsibility to understand the federal, state, or local laws applicable to their ownership, possession, display, use, or storage of Firearm, Weapon, Generally Prohibited Weapons, Ammunition, or gunpowder while on the Premises.

1. Definitions. For purposes of this Addendum, the following terms have the following meanings:
  - a. “Ammunition” has the meaning set forth in [Cal. Penal Code § 16150](#), as may be amended from time to time;
  - b. “Carry Concealed Weapon (CCW) License” means an unexpired license




*Confidential- Anti-Violence and Weapons Policy*

- issued in accordance with Cal. Penal Code § [26150](#) or [26155](#), as may be amended from time to time;
- c. “Firearm” has the meaning set forth in Cal. Penal Code § [16520](#), as may be amended from time to time;
  - d. “Generally Prohibited Weapons” has the meaning set forth in Cal. Penal Code § [16590](#), as may be amended from time to time;
  - e. “Loaded Firearm” has the meaning set forth in Cal. Penal Code § [16840](#), as may be amended from time to time;
  - f. “Premises” means the residential building in which the leased unit is located, including but not limited to, the unit and common areas;
  - g. “Common Areas” means any area on the Premises that is accessible to the public or other residents;
  - h. “Tenant” has the meaning set forth in the Lease;
  - i. “Third-Party” includes any persons other than the undersigned Tenant who are lawfully on the Premises, including but not limited to residents, guests, and employees;
  - j. “Weapon” means an object designed for the purpose of inflicting bodily harm, including but not limited to:
    - i. Tasers/Stun Guns; Knives and blades;
    - ii. Martial arts weapons;
    - iii. Bow and arrows of any type;
    - iv. Swords; and
    - v. Hazardous chemical or biological material of any sort.
2. It shall be a breach of the Lease for Tenant or any guest of Tenant to engage in any of the following acts or omissions on the Premises:
- a. Possess, carry, display, or use any Firearm, Weapon, Generally Prohibited Weapons, Ammunition, or gunpowder in violation of the laws of the State of California;
  - b. Fail to securely store any Firearm, Weapon, Ammunition, or gunpowder so as to prevent access by any minor;
  - c. Threaten any Third-Party with the use of any Firearm, Weapon, or Generally Prohibited Weapons, including in any manner that puts any Third-Party in substantial danger of injury or death, and without lawful justification;
  - d. Sell any Firearm, Weapon, Generally Prohibited Weapons, Ammunition, or gunpowder on the Premises;
  - e. Carry on their person a concealed Firearm, as defined in Cal. Penal Code §§ [25400](#), as may be amended from time to time, in any Common Areas, unless they have a valid Carry Concealed Weapon (CCW) License, or are otherwise exempt by the laws of the State of California from the prohibition against carrying a concealed Firearm;
  - f. Fail to notify the Property Management within five (5) calendar days of the theft of any Firearm, Weapon, Generally Prohibited Weapon, and/or Ammunition from the Premises;



*Confidential- Anti-Violence and Weapons Policy*

The Contractor, DISH SF, understands and agrees to comply with HSH's Anti-Violence and Weapons Policy.

Signed by:  
  
1ADB216A0015474...

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Rahwa Meharena, Co-Chief Executive Officer  
Name and Title of Contractor's Authorized Official

6/25/2025  
\_\_\_\_\_  
Date