

1 [Grant Agreement Amendment - Five Keys Schools and Programs - Shelter-in-Place Hotel  
2 Support Services - Not to Exceed \$27,232,424]

3 **Resolution approving the third amendment to the grant agreement between Five Keys**  
4 **Schools and Programs and the Department of Homelessness and Supportive Housing**  
5 **(HSH) for support services at a Shelter-in-Place hotel site located at 1231 Market Street;**  
6 **extending the grant term by three months from December 31, 2022, for a total term of**  
7 **September 1, 2020, through March 31, 2023; increasing the agreement amount by**  
8 **\$6,522,515 for a total amount not to exceed \$27,232,424; and authorizing HSH to enter**  
9 **into any additions, amendments, or other modifications to the agreement that do not**  
10 **materially increase the obligations or liabilities or materially decrease the benefits to**  
11 **the City.**

12  
13 WHEREAS, In response to the COVID-19 pandemic, Mayor London N. Breed declared  
14 a local emergency in February 2020, and the San Francisco County Health Officer issued an  
15 order in March 2020 requiring individuals to shelter in place to mitigate community spread;  
16 and

17 WHEREAS, In April 2020, the City and County of San Francisco (“City”) opened the  
18 Shelter-in-Place Hotel program (“SIP Hotel Program”) as a temporary emergency measure to  
19 provide a safe place for households experiencing homelessness who were at the highest risk  
20 for severe disease to shelter in place; and

21 WHEREAS, The City provided 2,288 rooms across 25 sites at the SIP Hotel Program’s  
22 peak and has served over 3,700 guests since April 2020, including adults, families, and youth;  
23 and

24 WHEREAS, In 2020, the Department of Homelessness and Supportive Housing  
25 (“HSH”) selected Five Keys Schools and Programs (“Five Keys”) through RFQ #130 to

1 provide supportive services to approximately 459 guests staying at the SIP Hotel located at  
2 1231 Market Street (“Program”); and

3 WHEREAS, HSH entered into a grant agreement (“Agreement”) in September 2020 for  
4 the term September 1, 2020, to June 30, 2021, in an amount not to exceed \$9,665,000 with  
5 Five Keys to provide these services at the Program, a copy of which is on file with the Clerk of  
6 the Board of Supervisors in File No. 210501; and

7 WHEREAS, The first amendment to the Agreement, which extended the Agreement  
8 term for Five Keys to continue to provide these services by 12 months to June 30, 2022, and  
9 increased the not to exceed amount by \$10,544,909 for a total amount not to exceed  
10 \$20,209,909 was approved by the Board of Supervisors in Resolution No. 289-21, and a copy  
11 of the first amendment is on file with the Clerk of the Board of Supervisors in File No. 210501;  
12 and

13 WHEREAS, HSH executed a second amendment to the Agreement in June 2022 that  
14 extended the Agreement term by an additional six months to December 31, 2022, and  
15 increased the not to exceed amount by \$500,000 for a total amount not to exceed  
16 \$20,709,909; a copy of which is on file with the Clerk of the Board of Supervisors in File  
17 No. 220881; and

18 WHEREAS, As part of the Mayor’s Homelessness Recovery Plan, the City committed  
19 to providing a stable exit from homelessness for guests in the SIP Hotel Program, and as of  
20 July 2022, over 1,200 guests from the SIP Hotel Program have exited into Permanent  
21 Supportive Housing; and

22 WHEREAS, The Program is one of the last sites scheduled to close, and it will take  
23 time to place guests in appropriate exit destinations and turn over the site; and

24 WHEREAS, The proposed third amendment (“Amendment”) to the Agreement would  
25 extend the Agreement for Five Keys to continue to provide these services by up to three

1 months up to March 31, 2023, and increase the not to exceed amount by \$6,522,515 for a  
2 total amount not to exceed \$27,232,424; and

3 WHEREAS, Per Agreement Section 3.2 (Duration of Term), the term of this Agreement  
4 expires on March 31, 2023, or earlier to coincide with termination of the City's separate SIP  
5 Hotel Emergency Agreement as provided under Agreement Section 11.3 (Termination for  
6 Convenience); and

7 WHEREAS, A copy of the Amendment is on file with the Clerk of the Board of  
8 Supervisors in File No. 220881, substantially in final form, with all material terms and  
9 conditions included, and only remains to be executed by the parties upon approval of this  
10 Resolution; and

11 WHEREAS, The Amendment requires Board of Supervisors approval under Section  
12 9.118 of the Charter; now, therefore, be it

13 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director  
14 of HSH ("Director") or their designee to execute the Amendment to extend the term from  
15 September 1, 2020, through December 31, 2022, to September 1, 2020, through March 31,  
16 2023, and to increase the not to exceed amount by \$6,522,515 for a total amount not to  
17 exceed \$27,232,424; and, be it

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

24 FURTHER RESOLVED, That within 30 days of the Amendment being executed by all  
25 parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed copy

1 for inclusion in File No. 220881; this requirement and obligation resides with HSH, and is for  
2 the purposes of having a complete file only, and in no manner affects the validity of the  
3 approved agreement.

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14 Recommended:

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17 Shireen McSpadden

18 Executive Director, HSH

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