

1 [Grant Agreement Amendment - Five Keys Schools and Programs - Embarcadero SAFE
2 Navigation Center - Not to Exceed \$36,621,656]

3 **Resolution approving the second amendment to the grant agreement between Five**
4 **Keys Schools and Programs and the Department of Homelessness and Supportive**
5 **Housing (“HSH”) for supportive services at the Embarcadero SAFE Navigation Center;**
6 **extending the grant term by nine months for a term of September 1, 2020, through**
7 **December 31, 2023; increasing the agreement amount through December 31, 2023, by**
8 **\$4,209,528 for an amount of \$14,009,528; authorizing HSH to further extend the grant**
9 **term up to December 31, 2027, if the Port Commission extends permission for the**
10 **Embarcadero SAFE Navigation Center to continue to operate on Port property beyond**
11 **December 31, 2023; increasing the overall not to exceed amount by \$26,821,656 to a**
12 **total not to exceed \$36,621,656; and authorizing HSH to enter into any additions,**
13 **amendments, or other modifications to the agreement that do not materially increase**
14 **the obligations or liabilities, or materially decrease the benefits to the City.**

15
16 WHEREAS, The mission of the Department of Homelessness and Supportive Housing
17 (“HSH”) is to prevent homelessness when possible and make homelessness rare, brief, and
18 one-time in the City and County of San Francisco (“the City”) through the provision of
19 coordinated, compassionate, and high-quality services; and

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

1 WHEREAS, As of the 2022 Point-in-Time Count, there were approximately 7,750
2 people experiencing homelessness in San Francisco on any given night, 56% of whom were
3 unsheltered; and

4 WHEREAS, The City is committed to offering a variety of shelter services focused on
5 connecting people living unsheltered in our community to housing; and

6 WHEREAS, HSH opened the Embarcadero SAFE Navigation Center ("Program") in
7 2019 as a low-barrier shelter program serving up to 200 adults with more flexibility for
8 partners, pets, and possessions than traditional congregate shelters; and

9 WHEREAS, The nonprofit provider Five Keys Schools and Programs ("Five Keys") has
10 extensive experience operating shelters and has provided supportive services at the Program
11 since the site opened in 2019; and

12 WHEREAS, The City temporarily closed the Program at the beginning of the COVID-19
13 pandemic in accordance with public health requirements and reopened it in September 2020;
14 and

15 WHEREAS, The City selected Five Keys through Request for Qualifications #130 and
16 entered into a new agreement ("Agreement") in September 2020, for supportive services at
17 the Program for the term September 1, 2020, to June 30, 2022, in an amount not to exceed
18 \$9,800,000, a copy of which is on file with the Clerk of the Board of Supervisors in File
19 No. 230226; and

20 WHEREAS, HSH executed a no-cost first amendment to the Agreement in July 2022
21 that extended the grant term by nine months to March 31, 2023, a copy of which is on file with
22 the Clerk of the Board of Supervisors in File No. 230226; and

23 WHEREAS, The proposed second amendment ("Amendment") to the Agreement
24 would extend the Agreement for Five Keys to continue providing these services by nine
25

1 months to December 31, 2023, and increase the agreement amount through December 31,
2 2023, by \$4,209,528 for an amount of \$14,009,528; and

3 WHEREAS, In April 2019, HSH entered into a Memorandum of Understanding (“MOU”)
4 with the San Francisco Port Commission to use a portion of the property at Seawall Lot 330
5 (“Site”) for the Program from December 2019 to December 2021, with one two-year option to
6 extend; and

7 WHEREAS, HSH and the Port Commission exercised the two-year option to continue
8 using the Site as a Navigation Center through December 29, 2023; and

9 WHEREAS, HSH may seek to renew the MOU with the Port Commission to continue to
10 use the Site for the Program until December 31, 2027; and,

11 WHEREAS, If the Port Commission renews the MOU to December 31, 2027, or some
12 lesser term, HSH would seek to amend the Agreement with Five Keys for supportive services
13 to run concurrent with the MOU and to increase the not to exceed amount by \$26,821,656 for
14 a total not to exceed \$36,621,656; and

15 WHEREAS, A copy of the Amendment is on file with the Clerk of the Board of
16 Supervisors in File No. 230226, substantially in final form, with all material terms and
17 conditions included, and only remains to be executed by the parties upon approval of this
18 Resolution; and

19 WHEREAS, The Amendment requires Board of Supervisors approval under Section
20 9.118 of the Charter; now, therefore, be it

21 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
22 of HSH (“Director”) or their designee to execute the Amendment to extend the current term of
23 September 1, 2020, through March 31, 2023, to September 1, 2020, through December 31,
24 2023, and to increase the agreement amount through December 31, 2023 by \$4,209,528 for
25 an amount of \$14,009,528; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the
2 Executive Director of HSH ("Director") or their designee to further extend the term of the
3 Agreement from September 1, 2020, through December 31, 2023, to September 1, 2020,
4 through December 31, 2027, if the Port Commission authorizes continued use of the Site, or
5 some lesser term as the Port Commission may approve, and to increase the overall not to
6 exceed amount by \$26,821,656 for a total amount not to exceed \$36,621,656; and, be it

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

13 FURTHER RESOLVED, That within 30 days of the Amendment being executed by all
14 parties, HSH shall submit to the Clerk of the Board of Supervisors a completely executed copy
15 for inclusion in File No. 230226; this requirement and obligation resides with HSH, and is for
16 the purposes of having a complete file only, and in no manner affects the validity of the
17 approved agreement.

18
19
20 Recommended:

21
22 /s/_____

23 Shireen McSpadden

24 Executive Director, HSH