

File No. 230226

Committee Item No. 6

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 15, 2023

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Original Agreement 9/1/2021</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Agreement Amendment No. 1 9/1/2020</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Memorandum of Understanding M-16518 4/24/2019</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Memorandum of Understanding – Revised 11/3/2021</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Presidential Action Memo – Transfer 3/7/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>HSH Presentation 3/15/2023</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Brent Jalipa Date March 9, 2023

Completed by: Brent Jalipa Date \_\_\_\_\_

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

<b>Item 6</b> <b>File 23-0226</b>	<b>Department:</b> Homelessness and Supportive Housing (HSH)
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would approve the second amendment to the grant agreement between the Department of Homelessness and Supportive Housing (HSH) and Five Keys Schools and Programs (Five Keys) for supportive services at the Embarcadero SAFE Navigation Center, extending the term by nine months through December 2023, and increasing the not-to-exceed amount by \$4,209,528, for a total not to exceed \$14,009,528. If the Port Commission extends permission for the navigation center to operate on Port property, the proposed resolution would also authorize HSH to extend the term an additional four years through December 2027 and increase the not-to-exceed amount by \$26,821,656, for a total not to exceed \$36,621,656.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>The Embarcadero SAFE Navigation Center is a low-barrier shelter program located at Seawall Lot 330 on Port property, providing services for 200 adults with more flexibility for partners, pets, and possessions than traditional congregate shelters. In June 2020, HSH issued a Request for Qualifications (RFQ) for COVID-19 response services. Five Keys, which had provided support services at Embarcadero SAFE through an interim agreement, was deemed to meet the minimum qualifications and was awarded a grant to continue providing services for a term of one year and 10 months and an amount not to exceed \$9,800,000. In July 2022, HSH executed the first amendment to the grant agreement, extending the term by nine months through March 2023, with no change to the amount.</li> <li>Under the grant agreement, Five Keys' scope of services includes intake, assessment and service plans, engagement, case management, benefits navigation, wellness checks, support groups and activities, referrals and coordination of services, and exit planning. Five Keys also provides emergency services, consisting of operating the navigation center 24 hours a day by providing safe and clean sleeping accommodations with amenities.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed second amendment would increase the not-to-exceed amount of the grant agreement by \$4,209,528, for a total not to exceed \$14,009,528. If the Port Commission extends its lease with HSH, HSH would be authorized to increase the not-to-exceed amount for the four-year extension period by \$26,821,656, for a total not to exceed \$36,621,656.</li> <li>The grant Year 1 amount of \$2,380,652 was funded by state funds, and the remaining amount of up to \$34,241,004 has been and would be funded by Proposition C funds.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

In April 2019, the Port and Department of Homelessness and Supportive Housing (HSH) entered into a Memorandum of Understanding (MOU) to operate the Embarcadero SAFE Navigation Center at Seawall Lot 330 on Port property, for a term of two years from December 30, 2019 through December 29, 2021, with a two-year option to extend through December 29, 2023, and initial monthly rent of \$36,861 (\$0.79 per square foot), with 2.5 percent annual escalation. Embarcadero SAFE is a low-barrier shelter program for 200 adults with more flexibility for partners, pets, and possessions than traditional congregate shelters.

In April 2019, the Board of Supervisors approved an ordinance that allowed HSH to enter into contracts for homeless services without competitive bidding (File 19-0047). Under this authority, HSH entered into an agreement in 2019 with Five Keys Schools and Programs (Five Keys) to provide support services at Embarcadero SAFE Navigation Center. This agreement ended when the site closed in the initial response to COVID-19. In June 2020, HSH issued a Request for Qualifications (RFQ) for COVID-19 response services, including services at shelter-in-place sites, congregate care settings, and isolation and quarantine sites. HSH received 26 responses, and 25 respondents (including Five Keys) were deemed to meet the minimum qualifications. HSH awarded Five Keys a grant to continue support services at Embarcadero SAFE for a term of one year and 10 months, from September 2020 through June 2022, and an amount not to exceed \$9,800,000. In July 2022, HSH executed the first amendment to the grant agreement, extending the term by nine months through March 2023, with one three-month option to extend through June 2023, and seven subsequent one-year options to extend through June 2030, with no change to the not-to-exceed amount.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve the second amendment to the grant agreement between HSH and Five Keys for supportive services at Embarcadero SAFE, extending the term by nine months through December 2023, and increasing the not-to-exceed amount by \$4,209,528, for a total not to exceed \$14,009,528. If the Port Commission extends permission for the navigation center to continue operating, HSH would be authorized to extend the term for an additional four years through December 2027 and increase the not-to-exceed amount by \$26,821,656, for a total not to exceed \$36,621,656.<sup>1</sup> The proposed resolution would also authorize HSH to enter into immaterial amendments to the lease.

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<sup>1</sup> According to Legislative Analyst Miller, HSH has started conversations with the Port to renew the lease and plans to move ahead with that request in the coming months.

Under the grant agreement, Five Keys' scope of services includes intake, assessment and service plans, engagement, case management, benefits navigation, wellness checks, support groups and activities, referrals and coordination of services, and exit planning. Five Keys also provides emergency services, consisting of operating the navigation center 24 hours a day by providing safe and clean sleeping accommodations with amenities.

The grant agreement lists seven performance objectives for Five Keys: (1) provide intake and program orientation to 100 percent of all participants; (2) utilize intake and assessment information to identify options and create a service plan for 95 percent of pathway stay participants; (3) offer referral for problem solving and or assessment within one week of placement for 90 percent of time-limited stay participants; (4) encourage 100 percent of time-limited stay participants to create a profile and join the shelter reservation waitlist within 72 hours of placement; (5) provide referrals for benefits, employment, health, and transportation support to 90 percent of pathway stay participants; (6) administer a quarterly satisfaction survey and achieve a 50 percent response rate; and (7) 75 percent of survey respondents strongly agree or agree that they are satisfied with services on site. HSH's FY 2021-22 monitoring report found that Five Keys generally met performance targets and contracted units of service. However, Five Keys did not conduct quarterly surveys for the first two quarters of the fiscal year due to the COVID-19 pandemic. According to Bryn Miller, HSH Legislative Analyst, Five Keys has conducted surveys each quarter to date in FY 2022-23. The grant agreement funds approximately 51.11 full-time equivalent (FTE) employees in FY 2022-23.<sup>2</sup>

In July 2022, the Department of Children, Youth, and their Families (DCYF) reviewed Five Keys' financial documents as part of the FY 2021-22 Citywide Fiscal and Compliance Monitoring process and identified no findings.

## **FISCAL IMPACT**

The proposed second amendment would increase the not-to-exceed amount of the grant agreement between HSH and Five Keys by \$4,209,528, for a total not to exceed \$14,009,528. If the Port Commission extends its lease with HSH, the resolution would enable HSH to increase the not-to-exceed amount for the four-year extension period by \$26,821,656, for a total not to exceed \$36,621,656. HSH projects annual expenditures of approximately \$4,915,680 based on FY 2022-23 projected expenditures, which are shown in Exhibit 1 below.

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<sup>2</sup> According to Legislative Analyst Miller, the number of FTE employees increased from 40.11 in FY 2021-22 to 51.11 in FY 2022-23 because Five Keys added four Care Coordinators to bring case management ratios to 1:25 in line with HSH's standards at all sites after the shelter rebase process in FY2022-23, as well as four Care Coordinators that had previously been employed by Bayview Hunters Point Foundation through a subcontract. Additionally, FTE counts for various part-time and overhead positions were adjusted, bringing the total increase to 11 FTEs.

**Exhibit 1: FY 2022-23 Projected Grant Agreement Expenditures**

<b>Expenditures</b>	<b>Amount</b>
Salaries & Benefits	\$3,861,159
Operating Expenses <sup>3</sup>	304,253
<i>Subtotal</i>	<i>\$4,165,411</i>
Indirect Costs (16.4%)	683,389
Other Expenses <sup>4</sup>	66,880
<b>Total Projected Expenditures</b>	<b>\$4,915,680</b>

Source: HSH

Actual and projected contract expenditures are shown in Exhibit 2 below.

**Exhibit 2: Actual and Projected Expenditures by Year**

<b>Expenditures</b>	<b>Amount</b>
Year 1 (9/2020-6/2021)	\$2,380,652
Year 2 (7/2021-6/2022)	3,676,038
Year 3 (7/2021-3/2023)	3,511,407
9-Month Extension (4/2023-12/2023)	3,862,114
Contingency (15% of 9-Month Extension Amount)	579,317
<i>Not-to-Exceed Amount through 12/2023</i>	<i>\$14,009,528</i>
Option Year 1 (1/2024-12/2024)	4,915,680
Option Year 2 (1/2025-12/2025)	4,915,680
Option Year 3 (1/2026-12/2026)	4,915,680
Option Year 4 (1/2027-12/2027)	4,915,680
Contingency (15% of Option Term Amount)	2,949,408
<i>Subtotal – Option Term</i>	<i>\$22,612,128</i>
<b>Total Not-to-Exceed</b>	<b>\$36,621,656</b>

Source: HSH

The initial not-to-exceed amount of \$14,009,528 provides funding through December 2023, including a 15 percent contingency for the nine-month extension period from April through December 2023. The total not-to-exceed amount of \$36,621,656 provides funding for an additional four years through December 2027, pending Port Commission approval of the lease extension, with a 15 percent contingency. The contingency may be used to fund expanded services at Embarcadero SAFE or account for cost escalation.

The grant Year 1 amount of \$2,380,652 was funded by the State Homeless Emergency Aid Program (HEAP). The remaining amount of up to \$34,241,004 has been and would continue to be funded by Proposition C funds.<sup>5</sup>

<sup>3</sup> Operating Expenses include utilities, supplies, maintenance and repairs, insurance, training, laundry, and pest control.

<sup>4</sup> Other Expenses are retroactive pay increases to Five Keys' Ambassadors, Janitors, and Care Coordinators.

<sup>5</sup> Proposition C, approved by San Francisco voters in November 2018, is a gross receipts tax to fund homeless services and housing.

**RECOMMENDATION**

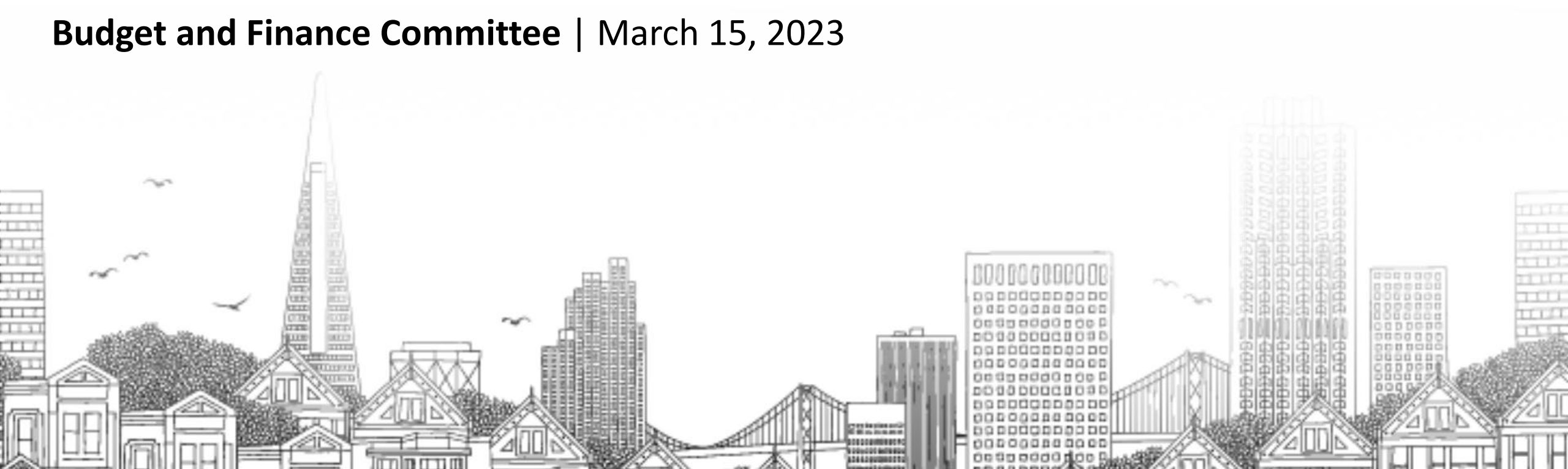
Approve the proposed resolution.



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Five Keys: Embarcadero SAFE Navigation Center Grant Agreement Second Amendment

**Budget and Finance Committee | March 15, 2023**



# Proposed Amendment/Agreement Details

• **Resolution:** Approve the **second amendment** to the grant agreement between HSH and **Five Keys Schools and Programs** for **supportive services** at the **Embarcadero SAFE Navigation Center**.

• **Term:**

- Current Term: September 1, 2020 – March 31, 2023
- Amended Term: September 1, 2020 – **December 31, 2023**, concurrent with expiration of **current MOU** with the Port for use of this site.
- Authorizes HSH to further extend the term through **Dec. 31, 2027** if the Port Commission extends permission for the program to continue beyond Dec. 31, 2023.

• **Amount:**

- Increases agreement through Dec. 31, 2023 by **\$4.2 million** for an amount of **\$14.0 million**.
- Increases overall not-to-exceed amount by **\$26.8 million** for a **total of \$36.6 million** if the agreement is extended up to Dec. 31, 2027.

# Grant Agreement Overview

- **Embarcadero SAFE Navigation Center** provides low-barrier shelter to people experiencing homelessness.
  - Five Keys has provided services since the center opened in 2019.
- **Population served:** 120 people
  - Will increase to 200 beds in spring/summer 2023.
- **Services** provided by **Five Keys:**
  - 2 daily meals, laundry, and showers
  - Case management, navigating benefits, and referrals to services
  - Wellness checks
  - Supportive groups, social events, and activities



*Courtyard at the Embarcadero SAFE Navigation Center.*



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Questions?

Thank you!

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

**SECOND AMENDMENT  
TO GRANT AGREEMENT  
between  
CITY AND COUNTY OF SAN FRANCISCO  
and  
FIVE KEYS SCHOOLS AND PROGRAMS**

THIS AMENDMENT of the **September 1, 2020** Grant Agreement (the "Agreement") is dated as of **April 1, 2023** and is made in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

**RECITALS**

WHEREAS, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #130, issued June 4, 2020, and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution **<insert Resolution number> on <Month Date, Year>** to extend the grant term and increase the grant amount to approve the second amendment; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

**1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

- (a) Agreement. The term "Agreement" shall mean the Agreement dated **September 1, 2020** between Grantee and City; and **First Amendment**, dated **July 1, 2022**.

**2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:

**2.1 ARTICLE 3 TERM** of the Agreement currently reads as follows:

**3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

**3.2 Duration of Term.**

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **March 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- (b) The City has one option to renew the agreement for three months, and seven further options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	April 1, 2023 to June 30, 2023
Option 2:	July 1, 2023 to June 30, 2024
Option 3:	July 1, 2024 to June 30, 2025
Option 4:	July 1, 2025 to June 30, 2026
Option 5:	July 1, 2026 to June 30, 2027
Option 6:	July 1, 2027 to June 30, 2028
Option 7:	July 1, 2028 to June 30, 2029
Option 7:	July 1, 2029 to June 30, 2030

Such section is hereby deleted and replaced in its entirety to read as follows:

**ARTICLE 3 TERM**

**3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

**3.2 Duration of Term.**

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **December 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- (b) The City has four options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	January 1, 2024 to December 31, 2024
Option 2:	January 1, 2025 to December 31, 2025
Option 3:	January 1, 2026 to December 31, 2026
Option 4:	January 1, 2027 to December 31, 2027

**2.2 Section 4.2 Grantee's Personnel** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**4.2 Grantee's Personnel.**

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

- (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.
- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
  - A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such

Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and

- B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

**2.3 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS** of the Agreement currently reads as follows:

**5.1 Maximum Amount of Grant Funds.**

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Eight Hundred Thousand Dollars (\$9,800,000)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Hundred Forty Six Thousand Nine Hundred Ten Dollars (\$346,910)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the

Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

#### **5.4 State or Federal Funds.**

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

Such section is hereby deleted and replaced in its entirety to read as follows:

### **ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS**

#### **5.1 Maximum Amount of Grant Funds.**

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Thirty Six Million Six Hundred Twenty One Thousand Six Hundred Fifty Six Dollars (\$36,621,656).**

- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Twenty Three Million One Hundred Ninety One Thousand Four Hundred Forty Five Dollars (\$23,191,445)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

## 5.4 State or Federal Funds.

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

## 2.4 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is deleted and replaced by the following:

**15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit 440 Turk Street San Francisco, CA 94102 <a href="mailto:hshcontracts@sfgov.org">hshcontracts@sfgov.org</a>
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If to Grantee:	Five Keys Schools and Programs 70 Oak Grove Street San Francisco, CA 94107 Attn: Steve Good Email: <a href="mailto:steveg@fivekeys.org">steveg@fivekeys.org</a>
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Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

**15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

- 2.5 Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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

Appendix A, Services to be Provided (dated April 1, 2023)  
Appendix B, Budget (dated April 1, 2023)  
Appendix C, Method of Payment (dated April 1, 2023)  
Appendix D, Interests in Other City Grants (dated April 1, 2023)

- 2.6 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by the modified **Appendix A, Services to be Provided** (dated April 1, 2023), for the period of September 1, 2020 to December 31, 2023.
- 2.7 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated April 1, 2023), for the period of September 1, 2020 to December 31, 2023.
- 2.8 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated April 1, 2023).
- 2.9 Appendix D, Interests in other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in other City Grants** dated April 1, 2023.

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

**CITY**

**GRANTEE**

**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND  
PROGRAMS**

By: \_\_\_\_\_  
Shireen McSpadden  
Executive Director

By: \_\_\_\_\_  
Steve Good  
President & CEO  
City Supplier Number: 0000011181

Approved as to Form:  
David Chiu  
City Attorney

By: \_\_\_\_\_  
Virginia Dario Elizondo  
Deputy City Attorney

**Appendix A: Services to be Provided  
by  
Five Keys Schools and Programs  
Embarcadero SAFE Navigation Center (Congregate Site H)**

**I. Purpose of Grant**

The purpose of this grant is to provide SAFE Navigation Center services to help the served population obtain emergency nighttime sleeping accommodations, income, public benefits, health services, problem-solving, and housing, as available.

**II. Served Population**

Grantee shall serve adults, without custody of minor children, experiencing homelessness, who have no fixed, regular, and adequate nighttime residence, are unsheltered, and have a need for adequate emergency nighttime sleeping accommodations.

**III. Referral and Prioritization**

All SAFE Navigation Center participants shall be referred by the process established by the Department of Homelessness and Supportive Housing (HSH), unless City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

An example of a referral point is the San Francisco Homeless Outreach Team (SF HOT). The actual identification, outreach and referral of specific participants will be coordinated under the supervision of HSH.

The SAFE Navigation Center is not designed for or intended as a program that will accept open referrals or self-presentation to the program. Any individuals who are referred by entities other than the HSH established referral points or who self-present at the SAFE Navigation Center shall be directed to other resources. Grantee shall provide written and verbal information regarding other existing services to self-presenting individuals.

It is the intent of HSH to maximize use of the facility within the Navigation Center portfolio. However, types of stays may change as needed with HSH and Grantee approval, unless City requires Grantee to adjust stays in order to maintain the health and safety of guests in accordance with City requirements.

**IV. Description of Services**

Grantee shall provide a low barrier, harm reduction model, with limited rules, focused on specific participant actions rather than functional addictions or problems, to the total number of participants described in Appendix B, Budget, unless City requires Grantee to serve less guests in order to maintain the health and safety of guests in accordance with City requirements.

**A. Support Services**

Grantee shall provide support services as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations.

1. Intake: Grantee shall conduct an intake, and make any updates, to determine and document participant identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of participant information with program partners, including the data tracking partners for purposes of program analysis.
2. Assessment and Individual Service Plan: Grantee shall conduct a support services assessment to document participant needs. Grantee shall create service plans based on intake and assessment information. Service plans shall include issues identified by the participant and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the participant's stay.
3. Engagement: Grantee shall actively engage with participants to support their connection to needed services, progress on their individual service plans and end participant homelessness. Grantee shall create a regular schedule of outreach to participants and shall provide services based on participant services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all participants who display indications of placement instability. This includes but is not limited to discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other SAFE Navigation Center participants.
4. Case Management:
  - a. Grantee shall provide ongoing meetings and counseling services with participants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
  - b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual and couple focused, as appropriate to participant situation and needs.
  - c. Grantee shall assist participants in applying for and securing the required documents needed to become "document ready" for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Grantee shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the ONE System via the protocol developed by HSH. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when participants show signs of difficulty or lack of progress in acquiring necessary documentation.
5. Benefits Navigation: Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible participants to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. HSA will outstation SFBN and CAAP Eligibility Workers (EWs) at Navigation Center sites with the goals of

fully integrating benefits application services into the Navigation Center environment and approving participants for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs.

Grantee shall assist participants in applying for benefits through MyBenefitsCalWIN (MyBCW), an online benefits application portal. Grantee shall participate in training provided by HSA on how to apply for benefits on behalf of a participant through MyBCW.

Grantee shall assist participants with keeping appointments related to HSA benefits applications and maintaining established benefits.

6. Wellness Checks: Grantee shall conduct Wellness Checks in accordance to HSH policy to assess participant safety when there is reason to believe the participant is in immediate and substantial risk due to a medical and/or psychiatric emergency.
7. Support Groups, Social Events and Organized Participant Activities:
  - a. Grantee shall provide participants with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other participants, or to celebrate/commemorate significant individual, holiday and community events. These events may be planned with or based on input from participants. Grantee shall post a monthly calendar of events.
  - b. Grantee shall conduct monthly community meetings for participants during which participants may discuss concerns and program ideas.
  - c. Grantee shall provide community service, training, and/or employment opportunities to participants in partnership with local organizations or City agencies.
8. Referrals and Coordination of Services:
  - a. Grantee shall link SAFE Navigation Center participants to HSH Access Points, in order for the participants to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any participants who display indications of difficulty getting to an HSH Access Point.
  - b. Grantee shall assist participants to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with participants regarding the process, and, as necessary, re-referral.
  - c. Grantee shall escort participants to critical off-site appointments, particularly those related to benefits and exit placements, and support participants to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist participants in getting to critical appointments.

9. Exit Planning: Grantee shall provide exit planning to participants preparing to leave the SAFE Navigation Center for any number of reasons, including but not limited to participants moving into permanent supportive housing, participants about to be issued a Denial of Service (DOS), and participants who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

B. Emergency Services

Grantee shall operate the SAFE Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation<sup>1</sup> unless otherwise directed by the City in cases of public health or other emergency situations.

1. Grantee shall provide safe and clean sleeping accommodations to the number of participants described in the Appendix B, Budget nightly.
2. Grantee shall provide program access without a curfew 24 hours a day, seven day a week for participants.
3. Grantee shall provide an average of two meals per day, through the HSH approved meal provider, to participants. Grantee shall make meals available to participants 24 hours per day, upon request. In the community room, Grantee shall also provide participants access to some beverages and snacks throughout the day.
4. Grantee shall provide a program that is pet-friendly, as well as accommodating to companion, service, and support animals.
5. Grantee shall provide and maintain a participant community/gathering space that is available away from sleeping areas for participant use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
6. Grantee shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, participant service areas, main participant entrance point, and participant laundry facilities and detergents to facilitate fair use by all participants.
7. Grantee shall provide a method to control access, track participants and manage/document participation by collaborating with services partners who are at the program site.

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<sup>1</sup> Including, but not limited to Shelter Standards of Care, as applicable:  
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$anc=JD\\_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_20.404).

8. Grantee shall provide property storage in addition to what is provided in the sleeping accommodations for participants with secure and controlled access at the program site 24 hours a day, seven days a week.
9. Grantee shall provide written notice or warning to participants related to any issue that may affect ongoing stay, including, but not limited to, violations of program rules and actions that are in violation of the rules agreement. All written notice or warnings shall be shared with support services staff.
10. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
  - a. Grantee shall work with HSH to respond to all facility related requests and complaints promptly and in a manner that ensures the safety of participants and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
  - b. Grantee shall coordinate with HSH to ensure maintenance of the facility and its systems, per HSH service requests and guidance, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, and kitchen, etc.).
  - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); partitions; kitchens (e.g. floors, sinks, counters, appliances); water fountains; heating and air conditioning systems vents; supply checks (e.g. toilet paper, towels, soap, etc.); and maintaining light fixtures.

## **V. Location and Time of Services**

Grantee shall provide services at 599 Beale Street, San Francisco, CA 94105. Services shall be provided 24 hours per day, seven days a week. Grantee shall provide regular intake of new participants on workdays Monday through Friday during business hours. Grantee shall provide emergency intake of new participants 24 hours per day, seven days a week based on approved protocols and referral sources. Details and adjustments of intake hours shall be negotiated between Grantee and HSH and approved by HSH.

## **VI. Service Requirements**

- A. Language and Interpretation Services: Grantee shall ensure that interpreter services are available, as needed to address the needs of and provide services to participants who primarily speak language(s) other than English.
- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participant progress.
- C. Staffing: Grantee shall provide the staff necessary to effectively administer SAFE Navigation Center services as defined in part by the shelter Standards of Care. Staff shall include, but not be limited to:
  - 1. At least one staff member on each shift who has at least one year of experience in providing services to homeless people, or comparable experience;
  - 2. One staff member each shift that is identified as the American Disabilities Act (ADA) liaison; and
  - 3. At least one staff member on each shift that speaks Spanish.
- D. Engagement: Grantee shall use rules and responses to rule violations as a tool for engagement, making the focus on working on participant retention and participation during the participant's SAFE Navigation Center stay.
- E. Admission Policy: Admission policies for the 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 participants are 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.
- F. HSH Good Neighbor Policy:
  - 1. Grantee shall work with neighbors, HSH, SFPD, Department of Public Works (DPW), Department of Public Health (DPH ) and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
  - 2. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
  - 3. Grantee shall provide a phone number to all interested neighbors that will be answered at all times by a manager or other responsible person who has the authority to respond to complaints and issues at the Embarcadero SAFE Navigation Center as they arise.
  - 4. Grantee shall minimize the impact on the neighborhood of Embarcadero SAFE Navigation Center guests entering, exiting, or waiting for services. The Embarcadero SAFE Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests.
  - 5. Grantee shall actively discourage and address excessive noise from program participants and others who may be just outside the program site.
  - 6. Grantee shall actively discourage loitering in the area immediately surrounding the program. Coordinate with other service providers and City agencies, as necessary, to address this issue.

7. Grantee shall, in conjunction with HSH and other City agencies, inform neighborhood businesses and residents of the services available at the Embarcadero SAFE Navigation Center and how individuals are referred.
  8. Grantee shall implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
  9. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
- G. Complaint and Grievance Procedure: Grantee shall create and implement a written complaint and grievance procedure for participants which shall include the following elements as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and
  3. The right of a participant dissatisfied with the decision to ask for a review and recommendation from someone in the Grantee's chain of command that has not been part of the complaint process to date and that has purview over the aggrieved service. Grantee shall provide a copy of this procedure, and any amendments thereto, to each participant, along with the HSH Navigation Center Program Manager or his/her designated agent.
  4. Any DOS for a SAFE Navigation Center participant must follow the Shelter Grievance Policy and procedures, unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
- H. Satisfaction Survey: Grantee shall conduct a written quarterly SAFE Navigation Center Participant Satisfaction Survey in order to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall incorporate the core HSH provided questions into their survey. Grantee shall offer assistance to the served populations regarding completion of the survey if the written format presents any problem.
- I. Harm Reduction: Grantee shall promote harm-reduction and community safety by addressing biohazard disposal, needle stick protocols, overdose prevention and response training, and facilitation of access to and administration of overdose response supplies, such as Naloxone.
- J. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement).
- K. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, unless otherwise directed by the City in

cases of public health or other emergency situations. City Communications and Policies include, but are not limited to:

1. Create and maintain policies and procedures around participant responsibilities that support the pet friendly environment;
2. Regular communication to HSH about the implementation of the program;
3. Attendance of quarterly and monthly HSH meetings, as well as attendance at other meetings related to Navigation Centers as needed, such as hearings on issues related to homelessness; Shelter Grievance Advisory Committee meetings; when adherence to standard of care is implemented, grantee shall attend Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; etc.
4. Attendance of trainings, as requested;
5. Adherence to the Shelter Standards of Care requirements as appropriate to SAFE Navigation Centers and cooperation with the Shelter Monitoring Committee at such time when that committee begins monitoring SAFE Navigation Centers;
6. Adherence to the HSH Shelter Grievance Policy and cooperation with the Client Advocates participation in the process; and
7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.

L. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within one business day, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call the HSH Navigation Center Program Manager within two hours of any death or serious injury. A Critical Incident is defined as when emergency responders are called to the SAFE Navigation Center by staff or guests. SAFE Navigation Centers must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.

M. MOU/Subcontract Agreements: Grantee shall establish Memorandum of Understanding (MOU)/subcontract agreements with City departments and partnering service providers for services that are funded through the Grant, but not provided by the Grantee. These agreements shall define the relationships between Grantee and partnering agencies, establish lines of communication, coordination and other protocols for effective operation of the SAFE Navigation Center and the services and programs provided to the SAFE Navigation Center participants. Subcontracts include agreements for meal provision and specialized participant support, such as those with Meals on Wheels and Downtown Streets. Any subcontracted services shall coordinate participant services, schedule, and related communications in order ensure service expectations are met.

N. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

O. Data Standards:

1. Grantee shall 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, Grantee 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 Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
2. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as applicable.

**P. Record Keeping and Files:**

1. Grantee shall maintain required, appropriate, and confidential participant records to support tracking and analysis related to the service and outcome objectives, as well as successes of the program.
2. Electronic participant records shall be maintained accurately and up to date in the Navigation Center Database, until such time as all data is moved into the ONE System, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. As appropriate, case management files should be maintained separately from operational participant records.
3. Grantee shall upload copies of participant documents and records that support securing housing (e.g., birth certificate, identification, social security card) into the ONE System.
4. Grantee shall document outcomes related to every participant exit. Grantee shall collect data on the reason for exit, location upon exit, and other information related to exit tracking, and report this data to HSH upon request. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

**Q. Neighborhood Cleaning:** Through direct or subcontracted service, Grantee shall ensure that litter removal services are provided around the program site area.

## **VII. Service Objectives**

Grantee shall achieve the following service objectives annually:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial participants and updates for returning participants in a new stay.
- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.

- C. 90 percent of participants shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement at the SAFE Navigation Center.
- D. 100 percent of participants shall be encouraged to get a profile in the Shelter Reservation System and join the Shelter Reservation Waitlist within 72 hours of placement.
- E. 90 percent of participants with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for participants.

### **VIII. Outcome Objectives**

Grantee shall achieve the following outcome objectives annually:

- A. 75 percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services on site.

### **IX. Reporting Requirements**

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall report daily by 8:30am, via text, to the HSH Navigation Center Program Manager, beds ready for Navigation Center placements. Grantee shall report to HSH Navigation Center Program Manager any bed that will be off-line for more than one day.
- B. Grantee shall provide a monthly report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee shall enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the month of service, including:
  - 1. Number of participants at the start of the month;
  - 2. Number that entered the program;
  - 3. Number that exited for positive placements;
  - 4. Number of exits for other reasons; and
  - 5. Number of active participants in the program at the end of the month.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives section. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered

by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.

- E. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- F. Grantee shall participate, as required by HSH, with City, State, and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee strives to meet the requirements of and participate in the evaluation program and management information systems of the City, as mutually agreed upon. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

For assistance with reporting requirements or submission of reports, contact the assigned Contract or Program Manager, as listed in CARBON.

**X. Monitoring Activities**

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, reported program data, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

## **APPENDIX B, BUDGET**

**Approved Subcontractors**

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**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**  
**APPENDIX B, BUDGET**

[illegible]

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

Document Date	1/20/2023		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	9/1/2020	3/31/2023	3
Amended Term	9/1/2020	12/31/2023	4
Provider Name	Five Keys Schools and Programs		
Program	Embarcadero SAFE Center (Site H)		
F\$P Contract ID#	1000019864		
Action (select)	Amendment		
Effective Date	4/1/2023		
Budget Names	Prop C - Ongoing, State Homeless Emergency Aid Program (HEAP)		

	Current	New		THREE MONTH EXTENSION					SIX MONTH EXTENSION				
Term Budget	\$ 9,568,097	\$ 13,430,211	15%										
Contingency	\$ 231,903	\$ 23,191,445											
Not-To-Exceed	\$ 9,800,000	\$ 36,621,656											
	Year 1	Year 2		Year 3		Year 4		All Years					
	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022		7/1/2022 - 3/31/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 12/31/2023	7/1/2023 - 12/31/2023	7/1/2023 - 12/31/2023	9/1/2020 - 3/31/2023	9/1/2020 - 12/31/2023	9/1/2020 - 12/31/2023	
	Current/Actuals	Current/Actuals		Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	
Expenditures													
Salaries & Benefits	\$ 2,314,138	\$ 2,775,801		\$ 2,728,228	\$ 1,132,931	\$ 3,861,159	\$ -	\$ 1,961,288	\$ 1,961,288	\$ 7,818,166	\$ 3,094,219	\$ 10,912,385	
Operating Expense	\$ 457,562	\$ 541,474		\$ 228,022	\$ 76,231	\$ 304,253	\$ -	\$ 152,126	\$ 152,126	\$ 1,227,058	\$ 228,357	\$ 1,455,415	
Subtotal	\$ 2,771,699	\$ 3,317,275		\$ 2,956,250	\$ 1,209,162	\$ 4,165,411	\$ -	\$ 2,113,414	\$ 2,113,414	\$ 9,045,224	\$ 3,322,576	\$ 12,367,800	
Indirect Percentage				15.00%									
Indirect Cost (Line 21 X Line 22)	\$ 419,505	\$ 501,341		\$ 488,277	\$ 195,112	\$ 683,389	\$ -	\$ 344,426	\$ 344,426	\$ 1,409,124	\$ 539,538	\$ 1,948,661	
Other Expenses (Not subject to indirect %)	\$ (810,551)	\$ (142,578)		\$ 66,880	\$ -	\$ 66,880	\$ -	\$ -	\$ -	\$ (886,249)	\$ -	\$ (886,249)	
Capital Expenditure	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures	\$ 2,380,653	\$ 3,676,038		\$ 3,511,407	\$ 1,404,273	\$ 4,915,680	\$ -	\$ 2,457,840	\$ 2,457,840	\$ 9,568,098	\$ 3,862,113	\$ 13,430,212	
HSH Revenues (select)													
Prop C - Ongoing	\$ -	\$ 3,676,038		\$ 3,511,407	\$ 1,404,274	\$ 4,915,680	\$ -	\$ 2,457,840	\$ 2,457,840	\$ 7,187,445	\$ 3,862,114	\$ 11,049,559	
	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Homeless Emergency Aid Program (HEAP)	\$ 2,380,653	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,380,653	\$ -	\$ 2,380,653	
	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total HSH Revenues	\$ 2,380,652	\$ 3,676,038		\$ 3,511,407	\$ 1,404,274	\$ 4,915,680	\$ -	\$ 2,457,840	\$ 2,457,840	\$ 9,568,097	\$ 3,862,114	\$ 13,430,211	
Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)													
	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Other Revenues	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total HSH + Other Revenues	\$ 2,380,652	\$ 3,676,038		\$ 3,511,407	\$ 1,404,274	\$ 4,915,680	\$ -	\$ 2,457,840	\$ 2,457,840	\$ 9,568,097	\$ 3,862,114	\$ 13,430,211	
Rev-Exp (Budget Match Check)	\$ -	\$ -		\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	
Total Adjusted Salary FTE (All Budgets)						51.11			25.89				

Prepared by	
Phone	
Email	

Template last modified	9/1/2021
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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

SALARY & BENEFIT DETAIL

Document Date

Provider Name

Program

FSP Contract ID#

Budget Name

Budget Name	THREE MONTH EXTENSION																								SIX MONTH EXTENSION											
POSITION TITLE	Year 2							Year 3							Year 4							All Years														
	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2022	7/1/2022 - 6/30/2022	7/1/2022 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2023 - 12/31/2023	7/1/2023 - 12/31/2023	7/1/2023 - 12/31/2023	9/1/2020 - 3/31/2023	9/1/2020 - 12/31/2023	9/1/2020 - 12/31/2023												
					Current/Actuals	Amendment	New					Current/Actuals	Amendment	New					Current/Actuals	Amendment	New	Current/Actuals	Modification	New												
	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary												
Co Director Housing	\$ 130,000	1.00	17%	0.17	\$ 22,100	\$ -	\$ 22,100	\$ 130,000	1.00	17%	0.17	\$ 16,575	\$ 5,525	\$ 22,100	\$ 130,000	1.00	9%	0.09		\$ 11,050	\$ 11,050	\$ 38,675	\$ 16,575	\$ 55,250												
Director of Congregate and SIP Sites	\$ 120,000	1.00	17%	0.17	\$ 20,400	\$ -	\$ 20,400	\$ 120,000	1.00	17%	0.17	\$ 15,300	\$ 5,100	\$ 20,400	\$ 120,000	1.00	9%	0.09		\$ 10,200	\$ 10,200	\$ 35,700	\$ 15,300	\$ 51,000												
Deputy Director of Operations	\$ -	0.00	0%	0.00		\$ -	\$ -	\$ 105,000	1.00	17%	0.17	\$ 13,650	\$ 4,200	\$ 17,850	\$ 105,000	1.00	9%	0.09		\$ 8,925	\$ 8,925	\$ 13,650	\$ 13,125	\$ 26,775												
Deputy Director of Guest Services	\$ -	0.00	0%	0.00	\$ -	\$ -	\$ -	\$ 93,700	1.00	17%	0.17	\$ 12,181	\$ 3,748	\$ 15,929	\$ 93,700	1.00	9%	0.09		\$ 7,965	\$ 7,965	\$ 12,181	\$ 11,713	\$ 23,894												
Assistant Director Care Coordination	\$ 80,000	1.00	17%	0.17	\$ 13,600	\$ -	\$ 13,600	\$ 95,000	1.00	19%	0.19	\$ 13,300	\$ 4,750	\$ 18,050	\$ 95,000	1.00	10%	0.10		\$ 9,025	\$ 9,025	\$ 26,900	\$ 13,775	\$ 40,675												
Director Navigation Center	\$ -	0.00	0%	0.00	\$ -	\$ -	\$ -	\$ 95,000	1.00	34%	0.34	\$ 23,750	\$ 8,550	\$ 32,300	\$ 95,000	1.00	17%	0.17		\$ 16,150	\$ 16,150	\$ 23,750	\$ 24,700	\$ 48,450												
Assistant Director	\$ 78,000	1.00	100%	1.00	\$ 78,000	\$ -	\$ 78,000	\$ 81,000	1.00	100%	1.00	\$ 60,750	\$ 20,250	\$ 81,000	\$ 81,000	1.00	50%	0.50		\$ 40,500	\$ 40,500	\$ 138,750	\$ 60,750	\$ 199,500												
Shift Supervisors	\$ 71,000	4.40	100%	4.40	\$ 312,400	\$ -	\$ 312,400	\$ 73,000	4.40	100%	4.40	\$ 240,900	\$ 80,300	\$ 321,200	\$ 73,000	4.40	50%	2.20		\$ 160,600	\$ 160,600	\$ 553,300	\$ 240,900	\$ 794,200												
Care Coordinators	\$ -	0.00	0%	0.00	\$ -	\$ -	\$ -	\$ 66,160	10.00	75%	7.50	\$ 250,000	\$ 246,200	\$ 496,200	\$ 66,160	10.00	41%	4.09		\$ 270,515	\$ 270,515	\$ 250,000	\$ 516,715	\$ 766,715												
Guest Intake & Information Coordinator	\$ 50,000	1.00	100%	1.00	\$ 50,000	\$ -	\$ 50,000	\$ 56,160	1.00	100%	1.00	\$ 42,120	\$ 14,040	\$ 56,160	\$ 56,160	1.00	50%	0.50		\$ 28,080	\$ 28,080	\$ 92,120	\$ 42,120	\$ 134,240												
Activities Coordinator	\$ 56,160	1.00	100%	1.00	\$ 56,160	\$ -	\$ 56,160	\$ 56,160	1.00	100%	1.00	\$ 42,120	\$ 14,040	\$ 56,160	\$ 56,160	1.00	50%	0.50		\$ 28,080	\$ 28,080	\$ 98,280	\$ 42,120	\$ 140,400												
Ambassadors	\$ 45,760	25.20	100%	25.20	\$ 1,153,152	\$ -	\$ 1,153,152	\$ 48,029	28.00	100%	28.00	\$ 1,008,609	\$ 336,203	\$ 1,344,812	\$ 48,029	28.00	50%	14.00		\$ 672,406	\$ 672,406	\$ 2,161,761	\$ 1,008,609	\$ 3,170,370												
Janitorial	\$ 45,760	7.00	100%	7.00	\$ 320,320	\$ -	\$ 320,320	\$ 48,029	7.00	100%	7.00	\$ 252,152	\$ 84,051	\$ 336,203	\$ 48,029	7.00	50%	3.50		\$ 168,102	\$ 168,102	\$ 572,472	\$ 252,153	\$ 824,625												
TOTAL SALARIES					\$ 2,026,132	\$ -	\$ 2,026,132	TOTAL SALARIES					\$ 1,991,407	\$ 826,957	\$ 2,818,364	TOTAL SALARIES					\$ -	\$ 1,431,597	\$ 1,431,597	\$ 4,017,539	\$ 2,258,554	\$ 6,276,093										
TOTAL FTE					40.11			TOTAL FTE					51.11			TOTAL FTE					25.89															
FRINGE BENEFIT RATE						37.00%	0.00%	37.00%	FRINGE BENEFIT RATE						37.00%	0.00%	37.00%	FRINGE BENEFIT RATE						37.00%	0.00%	37.00%										
EMPLOYEE FRINGE BENEFITS					\$ 749,669	\$ -	\$ 749,669	EMPLOYEE FRINGE BENEFITS					\$ 736,821	\$ 305,974	\$ 1,042,795	EMPLOYEE FRINGE BENEFITS					\$ -	\$ 529,691	\$ 529,691	\$ 1,486,489	\$ 835,665	\$ 2,322,154										
TOTAL SALARIES & BENEFITS					\$ 2,775,801	\$ -	\$ 2,775,801	TOTAL SALARIES & BENEFITS					\$ 2,728,228	\$ 1,132,931	\$ 3,861,159	TOTAL SALARIES & BENEFITS					\$ -	\$ 1,961,288	\$ 1,961,288	\$ 5,504,028	\$ 3,094,219	\$ 8,598,247										

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

OPERATING DETAIL

Document Date	1/20/2023
Provider Name	Five Keys Schools and Programs
Program	Embarcadero SA
FSP Contract ID#	1000019864
Budget Name	Prop C - Ongoing

THREE MONTH EXTENSION

SIX MONTH EXTENSION

	Year 1	Year 2	Year 3			Year 4			All Years		
	9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 3/31/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 12/31/2023	7/1/2023 - 12/31/2023	7/1/2023 - 12/31/2023	9/1/2020 - 3/31/2023	9/1/2020 - 12/31/2023	9/1/2020 - 12/31/2023
	New	New	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New
	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
Operating Expenses											
Rental of Property		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Utilities(Elec, Water, Gas, Phone, Scavenger)		\$ 296,334	\$ 25,000	\$ 8,500	\$ 33,500		\$ 16,750	\$ 16,750	\$ 321,334	\$ 25,250	\$ 346,584
Office Supplies, Postage		\$ 15,000	\$ 6,250	\$ 2,140	\$ 8,390		\$ 4,195	\$ 4,195	\$ 21,250	\$ 6,335	\$ 27,585
Building Maintenance Supplies and Repair		\$ 30,000	\$ 36,328	\$ 12,109	\$ 48,437		\$ 24,219	\$ 24,219	\$ 66,328	\$ 36,328	\$ 102,656
Printing and Reproduction		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Insurance		\$ 18,000	\$ 12,500	\$ 4,167	\$ 16,667		\$ 8,333	\$ 8,333	\$ 30,500	\$ 12,500	\$ 43,000
Staff Training		\$ 8,000	\$ 12,000	\$ 4,000	\$ 16,000		\$ 8,000	\$ 8,000	\$ 20,000	\$ 12,000	\$ 32,000
Staff Travel-(Local & Out of Town)		\$ 8,000	\$ 300	\$ 100	\$ 400		\$ 200	\$ 200	\$ 8,300	\$ 300	\$ 8,600
Rental of Equipment		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning/Janitorial Supplies		\$ 15,000	\$ 16,000	\$ 5,333	\$ 21,333		\$ 10,667	\$ 10,667	\$ 31,000	\$ 16,000	\$ 47,000
Guest Supplies, food, socks, etc		\$ 42,000	\$ 69,519	\$ 23,173	\$ 92,692		\$ 46,346	\$ 46,346	\$ 111,519	\$ 69,519	\$ 181,038
Staff Supplies, First Aid Kits/Medical Supplies/Uniform		\$ 18,000	\$ 25,000	\$ 8,333	\$ 33,333		\$ 16,667	\$ 16,667	\$ 43,000	\$ 25,000	\$ 68,000
Guest Transportation		\$ 4,000	\$ 800	\$ 267	\$ 1,067		\$ 533	\$ 533	\$ 4,800	\$ 800	\$ 5,600
Staff Parking		\$ 1,200	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200
Computers, Printers, Periphal Equipment		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Guest Laundry		\$ 51,840	\$ 10,000	\$ 3,333	\$ 13,333		\$ 6,667	\$ 6,667	\$ 61,840	\$ 10,000	\$ 71,840
Guest Voucher		\$ 4,100	\$ 2,075	\$ 692	\$ 2,767		\$ 1,383	\$ 1,383	\$ 6,175	\$ 2,075	\$ 8,250
Linen		\$ 10,000	\$ 500	\$ 167	\$ 667		\$ 333	\$ 333	\$ 10,500	\$ 500	\$ 11,000
Cable Wifi		\$ 5,000	\$ 3,750	\$ 1,250	\$ 5,000		\$ 2,500	\$ 2,500	\$ 8,750	\$ 3,750	\$ 12,500
Pest Control		\$ 15,000	\$ 8,000	\$ 2,667	\$ 10,667		\$ 5,333	\$ 5,333	\$ 23,000	\$ 8,000	\$ 31,000
TOTAL OPERATING EXPENSES	\$ -	\$ 541,474	\$ 228,022	\$ 76,231	\$ 304,253	\$ -	\$ 152,126	\$ 152,126	\$ 769,496	\$ 228,357	\$ 997,853
Other Expenses (not subject to indirect cost %)											
Bayview Hunters Point Foundation		\$ 220,902	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 220,902	\$ -	\$ 220,902
Actuals Adjustment		\$ (363,480)	\$ -	\$ -	\$ -		\$ -	\$ -	\$ (363,480)	\$ -	\$ (363,480)
Ambassador Retro Pay (070122 - 113022)			\$ 49,280	\$ -	\$ 49,280		\$ -	\$ -	\$ 49,280	\$ -	\$ 49,280
Janitorial Retro Pay (070122 - 113022)			\$ 12,320	\$ -	\$ 12,320		\$ -	\$ -	\$ 12,320		
Care Coordinator Retro Pay (070122 - 113022)			\$ 5,280	\$ -	\$ 5,280		\$ -	\$ -	\$ 5,280	\$ -	\$ 5,280
TOTAL OTHER EXPENSES	\$ -	\$ (142,578)	\$ 66,880	\$ -	\$ 66,880	\$ -	\$ -	\$ -	\$ (75,698)	\$ -	\$ (88,018)
HS# #3									Template last modified	9/1/2021	

## Prop C - Ongoing

FY22-23

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

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TOTAL CAPITAL EXPENSES	\$	
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DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

Document Date	1/20/2023			
Contract Term	Begin Date	End Date	Duration (Years)	
Current Term	9/1/2020	3/31/2023	3	
Amended Term	9/1/2020	12/31/2023	4	
Provider Name	Five Keys Schools and Programs			
Program	Embarcadero SAFE Center (Site H)			
FSP Contract ID#	1000019864			
Action (select)	Amendment			
Effective Date	4/1/2023			
Budget Name	State Homeless Emergency Aid Program (HEAP)			
	Current	New		
Term Budget	\$ 2,380,653	\$ 2,380,653	15%	
Contingency	\$ 231,903	\$ 23,191,445		
Not-To-Exceed	\$ 9,800,000	\$ 36,621,656		
			Year 1	All Years
			9/1/2020 - 6/30/2021	9/1/2020 - 3/31/2023
			Current/Actuals	Current/Actuals
Expenditures				
Salaries & Benefits			\$ 2,314,138	\$ 2,314,138
Operating Expense			\$ 457,562	\$ 457,562
Subtotal			\$ 2,771,699	\$ 2,771,699
Indirect Percentage			15.00%	
Indirect Cost (Line 21 X Line 22)			\$ 419,505	\$ 419,505
Other Expenses (Not subject to indirect %)			\$ (810,551)	\$ (810,551)
Capital Expenditure			\$ -	\$ -
Admin Cost (HUD Agreements Only)			\$ -	\$ -
Total Expenditures			\$ 2,380,653	\$ 2,380,653
HSH Revenues (select)				
Prop C - Ongoing			\$ -	\$ -
			\$ -	\$ -
State Homeless Emergency Aid Program (HEAP)			\$ 2,380,653	\$ 2,380,653
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total HSH Revenues			\$ 2,380,653	\$ 2,380,653
Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Other Revenues			\$ -	\$ -
Total HSH + Other Revenues			\$ 2,380,653	\$ 2,380,653
Rev-Exp (Budget Match Check)			\$ -	\$ -

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING  
SALARY & BENEFIT DETAIL

Document Date	1/20/2023					
Provider Name	Five Keys Schools and Programs					
Program	Embarcadero SAFE Center (Site H)					
FSP Contract ID#	1000019864					
Budget Name	State Homeless Emergency Aid Program (HEAP)					
	Year 1					All Years
POSITION TITLE	Agency Totals		For HSH Funded Program		9/1/2020 - 6/30/2021	9/1/2020 - 3/31/2023
					Current/Actuals	Current/Actuals
		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary
Director San Francisco Housing	\$ 135,000	1.00	14%	0.14	\$ 19,125	\$ 19,125
Director of Congregate and SIP Sites	\$ 120,000	1.00	14%	0.14	\$ 17,000	\$ 17,000
Assistant Director Care Coordination	\$ 80,000	1.00	14%	0.14	\$ 11,333	\$ 11,333
Assistant Director Embarcadero SAFE	\$ 78,000	1.00	83%	0.83	\$ 65,000	\$ 65,000
Shift Supervisors	\$ 71,000	4.40	83%	3.67	\$ 260,333	\$ 260,333
Guest Intake & Information Coordinator	\$ 50,000	1.00	83%	0.83	\$ 41,667	\$ 41,667
Activities Coordinator	\$ 56,160	1.00	83%	0.83	\$ 46,800	\$ 46,800
Security -- folded into ambassador line	\$ 45,760	25.20	83%	21.00	\$ 960,960	\$ 960,960
Janitorial	\$ 45,760	7.00	83%	5.83	\$ 266,933	\$ 266,933
				0.00		\$ -
				0.00		\$ -
				0.00		\$ -
	TOTAL SALARIES				\$ 1,689,152	\$ 1,689,152
	TOTAL FTE			33.43		
	FRINGE BENEFIT RATE			37.00%		
	EMPLOYEE FRINGE BENEFITS				\$ 624,986	\$ 624,986
	TOTAL SALARIES & BENEFITS				\$ 2,314,138	\$ 2,314,138

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING		
OPERATING DETAIL		
Document Date	1/20/2023	
Provider Name	Five Keys Schools and Programs	
Program	Embarcadero SAFE Center (Site	
FSP Contract ID#	1000019864	
Budget Name	State Homeless Emergency Aid	

	Year 1	All Years
	9/1/2020 - 6/30/2021	9/1/2020 - 3/31/2023
	Current/Actuals	Current/Actuals
	Budgeted Expense	Budgeted Expense
Operating Expenses		
Rental of Property		\$ -
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 246,945	\$ 246,945
Office Supplies, Postage	\$ 12,500	\$ 12,500
Building Maintenance Supplies and Repair	\$ 25,000	\$ 25,000
Printing and Reproduction		\$ -
Insurance	\$ 15,000	\$ 15,000
Staff Training	\$ 8,000	\$ 8,000
Staff Travel-(Local & Out of Town)	\$ 6,667	\$ 6,667
Rental of Equipment		\$ -
		\$ -
Cleaning/Janitorial Supplies	\$ 12,500	\$ 12,500
Guest Supplies, food, socks, etc	\$ 35,000	\$ 35,000
Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 15,000	\$ 15,000
Guest Transportation	\$ 3,333	\$ 3,333
Staff Parking	\$ 1,000	\$ 1,000
Computers, Printers, Periphal Equipment	\$ 5,000	\$ 5,000
Guest Laundry	\$ 43,200	\$ 43,200
Guest Voucher	\$ 3,417	\$ 3,417
Linen	\$ 8,333	\$ 8,333
Cable Wifi	\$ 4,167	\$ 4,167
Pest Control	\$ 12,500	\$ 12,500
		\$ -
		\$ -
Consultants		\$ -
		\$ -
		\$ -
		\$ -
Subcontractors (First \$25k Only)		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL OPERATING EXPENSES	\$ 457,562	\$ 457,562
Other Expenses (not subject to indirect cost %)		
Bayview Hunters Point Foundation	\$ 184,085	\$ 184,085
		\$ -
		\$ -
FY20-21 Actuals Adjustment	\$ (378,989)	\$ (378,989)
Sept. 20 & Oct. 20 Invoices paid from Embarcadero Agr	\$ (615,647)	\$ (615,647)
TOTAL OTHER EXPENSES	\$ (810,551)	\$ (810,551)
Capital Expenses		
		\$ -
		\$ -
		\$ -
TOTAL CAPITAL EXPENSES	\$ -	\$ -
HSH #3		

## Appendix C, Method of Payment

- I. **Actual Costs**: In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred 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 Appendix B, Budget(s) of the Agreement.
- II. **General Instructions for Invoice Submittal**: Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. **Timelines**: Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

Billing Month/Date	Service Begin Date	Service End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

- B. **Invoicing System**:
1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
  2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
  4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
  6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
  2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
  3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
  - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
    - 1) Program Monitoring;
    - 2) Fiscal and Compliance Monitoring;
    - 3) Year End Invoice Review;
    - 4) Monthly Invoice Review;
    - 5) As needed per HSH request; and/or
    - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
  - 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)); and
  - 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 in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

Prop C / Homeless Emergency Aid Program (HEAP)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

Prop C / Homeless Emergency Aid Program (HEAP)	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000.  Documentation may include, but is not limited to, 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.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) time an invoice is submitted.  Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee 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.

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

**A. Advance Requirements:**

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

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

**B. Advance Request Process:**

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

## Appendix D - Interests In Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Mayors Office of Housing and Community Development	7/1/22 – 6/30/23	\$63,368
San Francisco Human Services Agency	7/1/19 – 6/30/24	\$336,641
San Francisco Human Services Agency	7/1/19 – 6/30/24	\$99,305
San Francisco Human Services Agency	5/1/21 – 6/30/23	\$231,000
Office of Economic and Workforce Development	7/1/21 – 6/30/23	\$200,000
Office of Economic and Workforce Development	7/1/21 – 6/30/23	\$414,412
SF Adult Probation Department	2/1/21 – 7/31/23	\$130,000
Department Homelessness and Supportive Housing (HSH) –Flex Housing Subsidy Pool	2/15/21 – 6/30/23	\$6,000,000
Department Homelessness and Supportive Housing (HSH) – Adante Non-Congregate Shelter	3/1/22 – 6/30/23	\$8,015,742
Department Homelessness and Supportive Housing (HSH) – Artmar Hotel	6/1/21 – 6/30/24	\$6,704,364
Department Homelessness and Supportive Housing (HSH) – Baldwin SAFE Navigation	7/1/22 – 2/28/23	\$7,985,869
Department Homelessness and Supportive Housing (HSH) – Bayshore Navigation Center	1/1/21 – 6/30/23	\$9,915,220
Department Homelessness and Supportive Housing (HSH) – Embarcadero SAFE Center	9/1/20 – 12/31/23	\$15,041,837
Department Homelessness and Supportive Housing (HSH) – Ellis Semi-Congregate Shelter	12/15/22 – 11/30/23	\$7,931,342.00
Department Homelessness and Supportive Housing (HSH) – Next Door Site S	12/1/20 – 6/30/25	\$32,449,102
Department Homelessness and Supportive Housing (HSH) – SIP Site 10	9/1/20 – 3/31/23	\$27,232,424
Department Homelessness and Supportive Housing (HSH) – SIP Site 35	9/1/20 – 6/30/22	\$8,204,728
Department Homelessness and Supportive Housing (HSH) - Street Ambassador Services	6/1/22 – 6/30/24	\$5,439,942
Department Homelessness and Supportive Housing (HSH) - Support Services at 835 Turk	6/1/22 – 6/30/25	\$2,836,435
Department Homelessness and Supportive Housing (HSH) – Property Management at 835 Turk	5/16/22 – 2/28/23	\$3,187,140

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

**GRANT AGREEMENT  
between  
CITY AND COUNTY OF SAN FRANCISCO  
and  
FIVE KEYS SCHOOLS AND PROGRAMS**

THIS GRANT AGREEMENT (“Agreement”) is made as of **September 1, 2020**, in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”),

**RECITALS**

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan; and summarized briefly as follows: COVID-19 Shelter in Place Sites; and

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

WHEREAS, this Grant Agreement was procured as required through; Request for Qualifications (RFQ) #130; and

WHEREAS, the Department procured these services pursuant to the Local Emergency declared by Mayor London Breed dated February 25, 2020, and the subsequent supplemental orders;

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

**ARTICLE 1  
DEFINITIONS**

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

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

time to time.

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

- (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

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

**1.3 References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

## ARTICLE 2

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

**2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this

Agreement.

- 2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### **ARTICLE 3 TERM**

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified

Grantee thereof in writing.

- 3.2 Duration of Term.** The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

## **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other

persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

#### **4.5 Publications and Work Product.**

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third

- parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
  - (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

## ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

### 5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Eight Hundred Thousand Dollars (\$9,800,000)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Three Hundred Eighty Three Thousand Eight Hundred Fifty Four Dollars (\$2,383,854)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

### 5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall

obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

**5.4 State or Federal Funds**

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

**ARTICLE 6  
REPORTING REQUIREMENTS; AUDITS;  
PENALTIES FOR FALSE CLAIMS**

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of

the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

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

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

## **ARTICLE 7 TAXES**

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

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

- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

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

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

## ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the

statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

#### **8.4 Conflict of Interest.**

- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
- (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interest in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

**8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

**8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

### **ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY**

**9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is

furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

**9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

**9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

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

PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 10 INSURANCE**

**10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

**10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:

- (a) Name as Additional Insured City and its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

**10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

**10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

**10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense**

**Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- 10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.
- 10.9 Worker's Compensation.** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

## **ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES**

- 11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:
- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
  - (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
  - (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
  - (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach

continues for a period of ten (10) days after the date on which such performance or observance is due.

- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

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

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement

between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

- (d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

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

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

## **ARTICLE 12**

### **DISCLOSURE OF INFORMATION AND DOCUMENTS**

**12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same

standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

- 12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **ARTICLE 13**

### **ASSIGNMENTS AND SUBCONTRACTING**

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting.** If Appendix E, Permitted Subgrantees, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E, Permitted Subgrantees, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E, Permitted Subgrantees without the prior consent of City; provided,

however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

## **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.
- 14.3 Consequences of Recharacterization.**
- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City

shall subsequently forward such amounts to the relevant taxing authority.

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

## **ARTICLE 15**

### **NOTICES AND OTHER COMMUNICATIONS**

- 15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing  
Contracts Unit  
P.O. Box 427400  
San Francisco, CA 94142-7400  
hshcontracts@sfgov.org

If to Grantee: Five Keys Schools and Programs  
70 Oak Grove Street  
San Francisco, CA 94107  
Attn: Steve Good  
Email: steveg@fivekeys.org

Any notice of default must be sent by registered mail.

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

## ARTICLE 16 COMPLIANCE

### 16.1 Reserved.

### 16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions

that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

**16.3 Reserved.**

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

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

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

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8 Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies

that it complies with Chapter 12P.

- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.
- 16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City,

(ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

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

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

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

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

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

**16.17 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

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

**16.19 Distribution of Beverages and Water.**

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

**(b) Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

**16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data.**

Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

**16.21 Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

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

**16.23 Reserved. (Additional Requirements for Federally-Funded Awards).**

## **ARTICLE 17 MISCELLANEOUS**

**17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on

account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:
- Appendix A, Services to be Provided  
Appendix B, Budget  
Appendix C, Method of Payment  
Appendix D, Interests in Other City Contracts  
Appendix E, Permitted Subgrantees
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or

unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

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

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

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

**17.12 Dispute Resolution Procedure.**

(a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing,

- (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions or concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).
- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
  - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF).
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

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

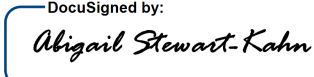
**17.15 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with

corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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


**CITY**

**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

By:  1/7/2021  
Abigail Stewart-Kahn  
Interim Director

**GRANTEE**

**FIVE KEYS SCHOOLS AND  
PROGRAMS**

By:  12/28/2020  
Steve Good  
Executive Director  
City Supplier Number: 0000011181

Approved as to Form:

By:  12/28/2020  
Virginia Dario Elizondo  
Deputy City Attorney

**Appendix A: Services to be Provided  
by  
Five Keys Schools and Programs  
SAFE Navigation Center (Congregate Site H)**

**I. Purpose of Grant**

The purpose of this grant is to provide SAFE Navigation Center services to help the served population obtain emergency nighttime sleeping accommodations, income, public benefits, health services, problem-solving, and housing, as available.

**II. Served Population**

Grantee shall serve adults, without custody of minor children, experiencing homelessness, who have no fixed, regular, and adequate nighttime residence, are unsheltered, and have a need for adequate emergency nighttime sleeping accommodations.

**III. Referral and Prioritization**

All SAFE Navigation Center participants shall be referred by the process established by the Department of Homelessness and Supportive Housing (HSH), unless City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

An example of a referral point is the San Francisco Homeless Outreach Team (SF HOT). The actual identification, outreach and referral of specific participants will be coordinated under the supervision of HSH.

The SAFE Navigation Center is not designed for or intended as a program that will accept open referrals or self-presentation to the program. Any individuals who are referred by entities other than the HSH established referral points or who self-present at the SAFE Navigation Center shall be directed to other resources. Grantee shall provide written and verbal information regarding other existing services to self-presenting individuals.

It is the intent of HSH to maximize use of the facility within the Navigation Center portfolio. However, types of stays may change as needed with HSH and Grantee approval, unless City requires Grantee to adjust stays in order to maintain the health and safety of guests in accordance with City requirements. Stay types at SAFE Navigation Center programs are outlined below.

Pathway Stays: Pathway Stays shall be used for participants who are referred after a clear path to a permanent housing is identified. With ongoing cooperation of the participant, the participant may stay at the SAFE Navigation Center until housing placement or transfer to another site. Exceptions include participants who do not cooperate or receive a Denial of Service (DOS) under the Grievance Policy (see Services Requirements). Grantee shall receive approval from HSH prior to any exits based on non-participation in support services of individuals in a Pathway Stay.

Examples of Pathway Stay referrals include, but are not limited to:

- Participants who are referred with a clear housing path by an approved referral site;
- Participants who have been designated as priority for HSH Permanent Supportive Housing via the Coordinated Entry process; or
- Unsheltered veterans awaiting a housing placement.

Time-Limited Stays: Time-Limited Stays are used to provide participants a respite from the streets, identify key next steps or referral placements when possible, and to start participants on the path to key service connections and benefits. Encouraging participation with Adult Coordinated Entry is key to identifying and making service connections. Time-Limited Stays are 30 days for initial placement, with the exception of Homeward Bound stays or other specialized stays as defined by HSH. Some participants on a Time-Limited Stay may be eligible for an extension of stay as defined by the HSH Navigation Center Extension Policy. Examples of Time-Limited Stay referrals include, but are not limited to:

- Participants who are referred by HSH Outreach programs for an Outreach Time-Limited Stay;
- Participants who are referred by Healthy Streets Operations Center (HSOC), San Francisco Police Department (SFPD), or Emergency Medical Services (EMS-6) for an HSOC Time-Limited Stay;
- Participants who are referred by Coordinated Entry with a Rapid Rehousing opportunity in process.
- Participants who are referred by Homeward Bound for a Homeward Bound stay until their travel departure.

Participants on a Time-Limited Stay may be transferred to a Pathway Stay within the Navigation Center portfolio if a clear path to housing is identified and the change in stay is approved by HSH.

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

Grantee shall provide a low barrier, harm reduction model, with limited rules, focused on specific participant actions rather than functional addictions or problems, to at least 200 participants at any given time, unless City requires Grantee to serve less guests in order to maintain the health and safety of guests in accordance with City requirements.

##### **A. Support Services**

Grantee shall provide support services as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations.

Grantee shall engage participants on a Time-Limited Stay to participate in the intake and program orientation process. Other support services offered to Time-Limited Stay participants will be determined by the participant's needs and the support service priorities established in conjunction with HSH. Participation in Support Services beyond the intake and program orientation process is optional for Time-Limited Stay participants. For Pathway Stay participants, participation in support services is a requirement for continued placement in the SAFE Navigation Center program. Support Services offered may include, but are not limited to:

1. Intake: Grantee shall conduct an intake, and make any updates, to determine and document participant identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of participant information with program partners, including the data tracking partners for purposes of program analysis.
2. Assessment and Individual Service Plan: Grantee shall conduct a support services assessment to document participant needs. Grantee shall create service plans based on intake and assessment information. Service plans shall include issues identified by the participant and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the participant's stay.
3. Engagement: Grantee shall actively engage with participants to support their connection to needed services, progress on their individual service plans and end participant homelessness. Grantee shall create a regular schedule of outreach to participants and shall provide services based on participant services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all participants who display indications of placement instability. This includes but is not limited to discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other SAFE Navigation Center participants.
4. Case Management:
  - a. Grantee shall provide ongoing meetings and counseling services with participants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
  - b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual and couple focused, as appropriate to participant situation and needs.
  - c. Grantee shall assist participants in Pathway Stays in applying for and securing the required documents needed to become "document ready" for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Grantee shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the ONE System via the protocol developed by HSH. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when participants show signs of difficulty or lack of progress in acquiring necessary documentation.
5. Benefits Navigation: Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible participants to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. HSA will outstation SFBN and CAAP Eligibility Workers (EWs) at Navigation Center sites with the goals of fully integrating benefits application services into the Navigation Center

environment and approving participants for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs.

Grantee shall assist participants in applying for benefits through MyBenefitsCalWIN (MyBCW), an online benefits application portal. Grantee shall participate in training provided by HSA on how to apply for benefits on behalf of a participant through MyBCW.

Grantee shall assist participants with keeping appointments related to HSA benefits applications and maintaining established benefits.

6. Wellness Checks: Grantee shall conduct Wellness Checks in accordance to HSH policy to assess participant safety when there is reason to believe the participant is in immediate and substantial risk due to a medical and/or psychiatric emergency.
7. Support Groups, Social Events and Organized Participant Activities:
  - a. Grantee shall provide participants with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other participants, or to celebrate/commemorate significant individual, holiday and community events. These events may be planned with or based on input from participants. Grantee shall post a monthly calendar of events.
  - b. Grantee shall conduct monthly community meetings for participants during which participants may discuss concerns and program ideas.
  - c. Grantee shall provide community service, training, and/or employment opportunities to participants in partnership with local organizations or City agencies.
8. Referrals and Coordination of Services:
  - a. Grantee shall link Time-Limited SAFE Navigation Center participants to HSH Access Points, in order for the participants to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any participants who display indications of difficulty getting to an HSH Access Point.
  - b. Grantee shall assist participants to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with participants regarding the process, and, as necessary, re-referral.
  - c. Grantee shall escort participants to critical off-site appointments, particularly those related to benefits and exit placements, and support participants to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist participants in getting to critical appointments.
9. Exit Planning: Grantee shall provide exit planning to participants preparing to leave the SAFE Navigation Center for any number of reasons, including but not

limited to participants moving into permanent supportive housing, participants about to be issued a Denial of Service (DOS), and participants who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

**B. Emergency Services**

Grantee shall operate the SAFE Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation<sup>1</sup> unless otherwise directed by the City in cases of public health or other emergency situations.

1. Grantee shall provide safe and clean sleeping accommodations to at least 88 participants nightly.
2. Grantee shall provide program access without a curfew 24 hours a day, seven day a week for participants.
3. Grantee shall provide an average of two meals per day, through the HSH approved meal provider, to participants. Grantee shall make meals available to participants 24 hours per day, upon request. In the community room, Grantee shall also provide participants access to some beverages and snacks throughout the day.
4. Grantee shall provide a program that is pet-friendly, as well as accommodating to companion, service and support animals.
5. Grantee shall provide and maintain a participant community/gathering space that is available away from sleeping areas for participant use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
6. Grantee shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, participant service areas, main participant entrance point, and participant laundry facilities and detergents to facilitate fair use by all participants.
7. Grantee shall provide a method to control access, track participants and manage/document participation by collaborating with services partners who are at the program site.
8. Grantee shall provide property storage in addition to what is provided in the sleeping accommodations for participants with secure and controlled access at the program site 24 hours a day, seven days a week.

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<sup>1</sup> Including, but not limited to Shelter Standards of Care, as applicable:  
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$anc=JD\\_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_20.404).

9. Grantee shall provide written notice or warning to participants related to any issue that may affect ongoing stay, including, but not limited to, violations of program rules and actions that are in violation of the rules agreement. All written notice or warnings shall be shared with support services staff.
10. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
  - a. Grantee shall work with HSH to respond to all facility related requests and complaints promptly and in a manner that ensures the safety of participants and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
  - b. Grantee shall coordinate with HSH to ensure maintenance of the facility and its systems, per HSH service requests and guidance, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, and kitchen, etc.).
  - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); partitions; kitchens (e.g. floors, sinks, counters, appliances); water fountains; heating and air conditioning systems vents; supply checks (e.g. toilet paper, towels, soap, etc.); and maintaining light fixtures.

## **V. Location and Time of Services**

Grantee shall provide services at 599 Beale Street, San Francisco, CA 94105. Services are provided 24 hours per day, seven days a week. Grantee shall provide regular intake of new participants on work days Monday through Friday during business hours. Grantee shall provide emergency intake of new participants 24 hours per day, seven days a week based on approved protocols and referral sources. Details and adjustments of intake hours shall be negotiated between Grantee and HSH and approved by HSH.

## **VI. Service Requirements**

- A. Language and Interpretation Services: Grantee shall ensure that interpreter services are available, as needed to address the needs of and provide services to participants who primarily speak language(s) other than English

- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participant progress.
- C. Grantee shall provide the staff necessary to effectively administer SAFE Navigation Center services as defined in part by the shelter Standards of Care. Staff shall include, but not be limited to:
  - 1. At least one staff member on each shift who has at least one year of experience in providing services to homeless people, or comparable experience;
  - 2. One staff member each shift that is identified as the American Disabilities Act (ADA) liaison; and
  - 3. At least one staff member on each shift that speaks Spanish.
- D. Grantee shall use rules and responses to rule violations as a tool for engagement, making the focus on working on participant retention and participation during the participant's SAFE Navigation Center stay.
- E. Admission Policy: Admission policies for the 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 participants are 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.
- F. HSH Good Neighbor Policy:
  - 1. Grantee shall work with neighbors, HSH, SFPD, Department of Public Works (DPW), Department of Public Health (DPH ) and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
  - 2. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
  - 3. Grantee shall provide a phone number to all interested neighbors that will be answered at all times by a manager or other responsible person who has the authority to respond to complaints and issues at the Embarcadero SAFE Navigation Center as they arise.
  - 4. Grantee shall minimize the impact on the neighborhood of Embarcadero SAFE Navigation Center guests entering, exiting, or waiting for services. The Embarcadero SAFE Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests.
  - 5. Grantee shall actively discourage and address excessive noise from program participants and others who may be just outside the program site.
  - 6. Grantee shall actively discourage loitering in the area immediately surrounding the program. Coordinate with other service providers and City agencies, as necessary, to address this issue.
  - 7. Grantee shall, in conjunction with HSH and other City agencies, inform neighborhood businesses and residents of the services available at the Embarcadero SAFE Navigation Center and how individuals are referred.
  - 8. Grantee shall implement management practices necessary to insure that staff and participants maintain the safety and cleanliness of the area immediately

- surrounding the facility and do not block driveways of neighboring residents or businesses.
9. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
- G. Complaint and Grievance Procedure: Grantee shall create and implement a written complaint and grievance procedure for participants which shall include the following elements as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and
  3. The right of a participant dissatisfied with the decision to ask for a review and recommendation from someone in the Grantee's chain of command that has not been part of the complaint process to date and that has purview over the aggrieved service. Grantee shall provide a copy of this procedure, and any amendments thereto, to each participant, along with the HSH Navigation Center Program Manager or his/her designated agent.
  4. Any DOS for a SAFE Navigation Center participant must follow the Shelter Grievance Policy and procedures, unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
- H. Satisfaction Survey: Grantee shall conduct a written quarterly SAFE Navigation Center Participant Satisfaction Survey in order to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall incorporate the core HSH provided questions into their survey. Grantee shall offer assistance to the served populations regarding completion of the survey if the written format presents any problem.
- I. Harm Reduction: Grantee shall promote harm-reduction and community safety by addressing biohazard disposal, needle stick protocols, overdose prevention and response training, and facilitation of access to and administration of overdose response supplies, such as Naloxone.
- J. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement).
- K. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, unless otherwise directed by the City in cases of public health or other emergency situations. City Communications and Policies include, but are not limited to:
1. Create and maintain policies and procedures around participant responsibilities that support the pet friendly environment;
  2. Regular communication to HSH about the implementation of the program;

3. Attendance of quarterly and monthly HSH meetings, as well as attendance at other meetings related to Navigation Centers as needed, such as hearings on issues related to homelessness; Shelter Grievance Advisory Committee meetings; when adherence to standard of care is implemented, grantee shall attend Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; etc.
  4. Attendance of trainings, as requested;
  5. Adherence to the Shelter Standards of Care requirements as appropriate to SAFE Navigation Centers and cooperation with the Shelter Monitoring Committee at such time when that committee begins monitoring SAFE Navigation Centers;
  6. Adherence to the HSH Shelter Grievance Policy and cooperation with the Client Advocates participation in the process; and
  7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- L. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within one business day, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call the HSH Navigation Center Program Manager within two hours of any death or serious injury. A Critical Incident is defined as when emergency responders are called to the SAFE Navigation Center by staff or guests. SAFE Navigation Centers must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- M. MOU/Subcontract Agreements: Grantee shall establish Memorandum of Understanding (MOU)/subcontract agreements with City departments and partnering service providers for services that are funded through the Grant, but not provided by the Grantee. These agreements shall define the relationships between Grantee and partnering agencies, establish lines of communication, coordination and other protocols for effective operation of the SAFE Navigation Center and the services and programs provided to the SAFE Navigation Center participants. Subcontracts include agreements for meal provision and specialized participant support, such as those with Meals on Wheels and Downtown Streets. Any subcontracted services shall coordinate participant services, schedule, and related communications in order ensure service expectations are met.
- N. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- O. Data Standards:
1. Grantee shall 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, Grantee 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 Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting

requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

2. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as applicable.

**P. Record Keeping and Files:**

1. Grantee shall maintain required, appropriate and confidential participant records to support tracking and analysis related to the service and outcome objectives, as well as successes of the program
2. Electronic participant records shall be maintained accurately and up to date in the Navigation Center Database, until such time as all data are moved into the ONE System, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. As appropriate, case management files should be maintained separately from operational participant records.
3. Grantee shall upload copies of participant documents and records that support securing housing (e.g. birth certificate, identification, social security card) into the ONE System.
4. Grantee shall document outcomes related to every participant exit. Grantee shall collect data on the reason for exit, location upon exit, and other information related to exit tracking, and report this data to HSH upon request. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

- Q. Neighborhood Cleaning:** Through direct or subcontracted service, Grantee shall ensure that litter removal services are provided around the program site area.

## **VII. Service Objectives**

Grantee shall achieve the following service objectives annually:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial participants and updates for returning participants in a new stay.
- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of the Pathway Stay participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- C. 90 percent of participants in a Time-Limited Stay shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement at the SAFE Navigation Center.
- D. 100 percent of participants in a Time-Limited Stay shall be encouraged to get a profile in the Shelter Reservation System and join the Shelter Reservation Waitlist within 72 hours of placement.

- E. 90 percent of Pathway Stay participants with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for participants.

### **VIII. Outcome Objectives**

Grantee shall achieve the following outcome objectives annually:

- A. 75 percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services on site.

### **IX. Reporting Requirements**

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall report daily by 8:30am, via text, to the HSH Navigation Center Program Manager, beds ready for Navigation Center placements. Grantee shall report to HSH Navigation Center Program Manager any bed that will be off-line for more than one day.
- B. Grantee shall provide a monthly report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee shall enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the month of service, including:
  - 1. Number of participants at the start of the month;
  - 2. Number that entered the program;
  - 3. Number that exited for positive placements;
  - 4. Number of exits for other reasons; and
  - 5. Number of active participants in the program at the end of the month.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives section. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.
- E. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

- F. Grantee shall participate, as required by HSH, with City, State, and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee strives to meet the requirements of and participate in the evaluation program and management information systems of the City, as mutually agreed upon. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

For assistance with reporting requirements or submission of reports, contact the assigned Contract or Program Manager, as listed in CARBON.

**X. Monitoring Activities**

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, reported program data, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	F	G	H	I	J	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												Page 1 of 3
2	APPENDIX B, BUDGET												
3	Document Date	10/15/2020											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	6/30/2022	2									
6	Amended Term	9/1/2020	6/30/2022	2									
7	Provider Name	Five Keys											
8	Program	Site H											
9	FSP Contract ID#	1000019864											
10	Action (select)	New Agreement											
11	Effective Date	9/1/2020											
12	Budget Name	Site H											
13		Current	New										
14	Term Budget	\$ 7,416,146	\$ 7,416,146	32%									
15	Contingency	\$ 2,383,854	\$ 2,383,854										
16	Not-To-Exceed	\$ 9,800,000	\$ 9,800,000		Year 1			Year 2			All Years		
17		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021- 6/30/2022	7/1/2021- 6/30/2022	7/1/2021-6/30- 2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022			
18		New		New	New		New	New		New			
19	Expenditures												
20	Salaries & Benefits	\$ 2,314,138	\$ -	\$ 2,314,138	\$ 2,776,965	\$ -	\$ 2,776,965	\$ 5,091,103	\$ -	\$ 5,091,103			
21	Operating Expense	\$ 457,562	\$ (0)	\$ 457,562	\$ 541,474	\$ -	\$ 541,474	\$ 999,036	\$ (0)	\$ 999,036			
22	Subtotal	\$ 2,771,699	\$ (0)	\$ 2,771,699	\$ 3,318,439	\$ -	\$ 3,318,439	\$ 6,090,139	\$ (0)	\$ 6,090,139			
23	Indirect Percentage	15.00%		15.00%	15.00%		15.00%						
24	Indirect Cost (Line 21 X Line 22)	\$ 419,505	\$ -	\$ 419,505	\$ 501,516	\$ -	\$ 501,516	\$ 921,021	\$ -	\$ 921,021			
25	Other Expenses (Not subject to indirect %)	\$ 184,085	\$ -	\$ 184,085	\$ 220,902	\$ -	\$ 220,902	\$ 404,987	\$ -	\$ 404,987			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Agreements Only)		\$ -			\$ -		\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 3,375,289	\$ (0)	\$ 3,375,289	\$ 4,040,857	\$ -	\$ 4,040,857	\$ 7,416,147	\$ (0)	\$ 7,416,147			
29													
30	HSH Revenues (select)												
31	State Homeless Emergency Aid Program (HEAP)	\$ 3,370,289		\$ 3,370,289			\$ -	\$ 3,370,289	\$ -	\$ 3,370,289			
32				\$ -			\$ -	\$ -	\$ -	\$ -			
33	State Homeless Emergency Aid Program (HEAP) One-Time	\$ 5,000		\$ 5,000			\$ -	\$ 5,000	\$ -	\$ 5,000			
34	General Fund - Ongoing			\$ -	\$ 4,040,857		\$ 4,040,857	\$ 4,040,857	\$ -	\$ 4,040,857			
35				\$ -			\$ -	\$ -	\$ -	\$ -			
39				\$ -			\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 3,375,289	\$ -	\$ 3,375,289	\$ 4,040,857	\$ -	\$ 4,040,857	\$ 7,416,146	\$ -	\$ 7,416,146			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)												
42													
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48													
49	Total HSH + Other Revenues	\$ 3,375,289	\$ -	\$ 3,375,289	\$ 4,040,857	\$ -	\$ 4,040,857	\$ 7,416,146	\$ -	\$ 7,416,146			
50	Rev-Exp (Budget Match Check)	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -			
53	Prepared by												
54	Phone												
55	Email												

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	BT	BU	BV		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		Page 2 of 3	
2	SALARY & BENEFIT DETAIL																			
3	Document Date		10/15/2020																	
4	Provider Name		Five Keys																	
5	Program		Site H																	
6	F&P Contract ID#		1000019864																	
7	Budget Name		Site H																	
8			Year 1						Year 2						All Years					
9	POSITION TITLE		Agency Totals		For HSH Funded Program		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021- 6/30/2022	7/1/2021- 6/30/2022	7/1/2021-6/30- 2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	
New							New		New					New		New		New		
10					Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change
11																				
12	Director San Francisco Housing		\$ 135,000	1.00	0.17	0.17	\$ 19,125	\$ -	\$ 19,125	\$ 135,000	1.00	0.17	0.17	\$ 22,950	\$ -	\$ 22,950	\$ 42,075	\$ -	\$ 42,075	
13	Director of Congregate and SIP Sites		\$ 120,000	1.00	0.17	0.17	\$ 17,000	\$ -	\$ 17,000	\$ 120,000	1.00	0.17	0.17	\$ 20,400	\$ -	\$ 20,400	\$ 37,400	\$ -	\$ 37,400	
14	Assistant Director Care Coordination		\$ 80,000	1.00	0.17	0.17	\$ 11,333	\$ -	\$ 11,333	\$ 80,000	1.00	0.17	0.17	\$ 13,600	\$ -	\$ 13,600	\$ 24,933	\$ -	\$ 24,933	
15	Assistant Director Embarcadero SAFE		\$ 78,000	1.00		1.00	\$ 65,000	\$ -	\$ 65,000	\$ 78,000	1.00		1.00	\$ 78,000	\$ -	\$ 78,000	\$ 143,000	\$ -	\$ 143,000	
16	Shift Supervisors		\$ 71,000	4.40		4.40	\$ 260,333	\$ -	\$ 260,333	\$ 71,000	4.40		4.40	\$ 312,400	\$ -	\$ 312,400	\$ 572,733	\$ -	\$ 572,733	
17	Guest Intake & Information Coordinator		\$ 50,000	1.00		1.00	\$ 41,667	\$ -	\$ 41,667	\$ 50,000	1.00		1.00	\$ 50,000	\$ -	\$ 50,000	\$ 91,667	\$ -	\$ 91,667	
18	Activities Coordinator		\$ 56,160	1.00		1.00	\$ 46,800	\$ -	\$ 46,800	\$ 56,160	1.00		1.00	\$ 56,160	\$ -	\$ 56,160	\$ 102,960	\$ -	\$ 102,960	
19	Ambassadors including security and janitors		\$ 45,760	25.20		25.20	\$ 960,960	\$ -	\$ 960,960	\$ 45,760	25.20		25.20	\$ 1,153,152	\$ -	\$ 1,153,152	\$ 2,114,112	\$ -	\$ 2,114,112	
20	Security -- folded into ambassador line		\$ -					\$ -		\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	Janitorial		\$ 45,760	7.00		7.00	\$ 266,933	\$ -	\$ 266,933	\$ 45,760	7.00		7.00	\$ 320,320	\$ -	\$ 320,320	\$ 587,253	\$ -	\$ 587,253	
22								\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
54								\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
55			TOTAL SALARIES				\$ 1,689,152	\$ -	\$ 1,689,152	TOTAL SALARIES				\$ 2,026,982	\$ -	\$ 2,026,982	\$ 3,716,134	\$ -	\$ 3,716,134	
56			TOTAL FTE			40.11				TOTAL FTE			40.11							
57			FRINGE BENEFIT RATE			37.00%				FRINGE BENEFIT RATE			37.00%							
58			EMPLOYEE FRINGE BENEFITS			\$ 624,986	\$ -	\$ 624,986	EMPLOYEE FRINGE BENEFITS			\$ 749,983	\$ -	\$ 749,983	\$ 1,374,969	\$ -	\$ 1,374,969			
59			TOTAL SALARIES & BENEFITS			\$ 2,314,138	\$ -	\$ 2,314,138	TOTAL SALARIES & BENEFITS			\$ 2,776,965	\$ -	\$ 2,776,965	\$ 5,091,103	\$ -	\$ 5,091,103			
60																				
61																				
62																				

	A	B	C	D	E	F	G	AF	AG	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>									Page 3 of 3
2	<b>OPERATING DETAIL</b>									
3	Document Date	10/15/2020								
4	Provider Name	Five Keys								
5	Program	Site H								
6	FSP Contract ID#	1000019864								
7	Budget Name	Site H								
9		Year 1			Year 2			All Years		
10		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	7/1/2021- 6/30/2022	7/1/2021- 6/30/2022	7/1/2021-6/30- 2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022	9/1/2020 - 6/30/2022
11		New		New	New		New	New	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 246,945	\$ -	\$ 246,945	\$ 296,334	\$ -	\$ 296,334	\$ 543,279	\$ -	\$ 543,279
15	Office Supplies, Postage	\$ 12,500	\$ -	\$ 12,500	\$ 15,000	\$ -	\$ 15,000	\$ 27,500	\$ -	\$ 27,500
16	Building Maintenance Supplies and Repair	\$ 25,000	\$ -	\$ 25,000	\$ 30,000	\$ -	\$ 30,000	\$ 55,000	\$ -	\$ 55,000
17	Printing and Reproduction		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -
18	Insurance	\$ 15,000	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 18,000	\$ 33,000	\$ -	\$ 33,000
19	Staff Training	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ 16,000	\$ -	\$ 16,000
20	Staff Travel-(Local & Out of Town)	\$ 6,667	\$ -	\$ 6,667	\$ 8,000	\$ -	\$ 8,000	\$ 14,667	\$ -	\$ 14,667
21	Rental of Equipment		\$ -			\$ -		\$ -	\$ -	\$ -
22	Cleaning/Janitorial Supplies	\$ 12,500	\$ -	\$ 12,500	\$ 15,000	\$ -	\$ 15,000	\$ 27,500	\$ -	\$ 27,500
23	Guest Supplies, food, socks, etc	\$ 35,000	\$ -	\$ 35,000	\$ 42,000	\$ -	\$ 42,000	\$ 77,000	\$ -	\$ 77,000
24	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 15,000	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 18,000	\$ 33,000	\$ -	\$ 33,000
25	Guest Transportation	\$ 3,333	\$ (0)	\$ 3,333	\$ 4,000	\$ -	\$ 4,000	\$ 7,333	\$ (0)	\$ 7,333
26	Staff Parking	\$ 1,000	\$ -	\$ 1,000	\$ 1,200	\$ -	\$ 1,200	\$ 2,200	\$ -	\$ 2,200
27	Computers, Printers, Periphal Equipment	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
28	Guest Laundry	\$ 43,200	\$ -	\$ 43,200	\$ 51,840	\$ -	\$ 51,840	\$ 95,040	\$ -	\$ 95,040
29	Guest Voucher	\$ 3,417	\$ 0	\$ 3,417	\$ 4,100	\$ -	\$ 4,100	\$ 7,517	\$ 0	\$ 7,517
30	Linen	\$ 8,333	\$ (0)	\$ 8,333	\$ 10,000	\$ -	\$ 10,000	\$ 18,333	\$ (0)	\$ 18,333
31	Cable Wifi	\$ 4,167	\$ 0	\$ 4,167	\$ 5,000	\$ -	\$ 5,000	\$ 9,167	\$ 0	\$ 9,167
32	Pest Control	\$ 12,500	\$ -	\$ 12,500	\$ 15,000	\$ -	\$ 15,000	\$ 27,500	\$ -	\$ 27,500
41		\$ -			\$ -			\$ -	\$ -	\$ -
42	Consultants	\$ -			\$ -			\$ -	\$ -	\$ -
53		\$ -			\$ -			\$ -	\$ -	\$ -
54	Subcontractors	\$ -			\$ -			\$ -	\$ -	\$ -
66		\$ -			\$ -			\$ -	\$ -	\$ -
67										
68	TOTAL OPERATING EXPENSES	\$ 457,562	\$ (0)	\$ 457,562	\$ 541,474	\$ -	\$ 541,474	\$ 999,036	\$ (0)	\$ 999,036
70	Other Expenses (not subject to indirect cost %)									
71	Bayview Hunters Point Foundation	\$ 184,085	\$ -	\$ 184,085	\$ 220,902	\$ -	\$ 220,902	\$ 404,987	\$ -	\$ 404,987
72		\$ -			\$ -			\$ -	\$ -	\$ -
84	TOTAL OTHER EXPENSES	\$ 184,085	\$ -	\$ 184,085	\$ 220,902	\$ -	\$ 220,902	\$ 404,987	\$ -	\$ 404,987
86	Capital Expenses									
87		\$ -			\$ -			\$ -	\$ -	\$ -
94										
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96										
97	HSH #3							Template last modified	1/22/2020	

### **Appendix C, Method of Payment**

- I. Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred 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 Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. **Timelines:** Grantee shall submit all invoices and any related required documentation in the format specified in below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of end of the fiscal year or project period.

<b>Billing Month/Date</b>	<b>Service Begin Date</b>	<b>Service End Date</b>
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

**B. Invoicing System:**

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure to the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including names, emails, phone number, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
  4. Grantee authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  5. Grantee Executive Director or Chief Financial Officer shall immediately notify to the assigned HSH Contract Manager, as listed in CARBON , via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s), and phone number(s) of those previously authorized CARBON users.
  6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an **ongoing General Fund** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee questions regarding spend down funding source prioritization shall be directed to the assigned HSH Contract and Program Managers, as listed in CARBON.
  2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
  3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but

not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
  - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
    - 1) Program Monitoring;
    - 2) Fiscal and Compliance Monitoring;
    - 3) Year End Invoice Review;
    - 4) Monthly Invoice Review;
    - 5) As needed per HSH request; and/or
    - 6) As needed basis to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
  - 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)); and
  - 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. All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund/ Homeless Emergency Aid Program (HEAP)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice period each time an invoice is submitted.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>

General Fund/ Homeless Emergency Aid Program (HEAP)	
Type	Instructions and Examples of Documentation
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any Operating line items that exceed \$10,000.</p> <p>Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide documentation for all revenue expenses that offset the costs in the Appendix B, Budget(s) covered by the agreement each time an invoice is submitted.</p>

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

**A. Advance Requirements:**

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

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

**B. Advance Request Process:**

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund budget amount, per the Appendix B, Budget of this Agreement. Requests over two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

**C. Advance Repayment Process:**

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

### Appendix D - Interests in Other City Grants

\*\*Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Mayors Office of Housing and Community Development	7/1/2017	\$375,000.00
San Francisco Human Services Agency	7/1/2018	\$742,000.00
San Francisco Mayors Office of Housing and Community Development	7/1/2018	\$184,920.00
DCYF	7/1/2018	\$1,060,000.00
SF Adult Probation Department	11/1/2015	\$1,000,000.00
Homelessness and Supportive Housing (SFHSH)	2/1/2019	\$442,627.00
San Francisco Human Services Agency	7/1/2015	\$130,260.00
City and County of San Francisco Department of Homelessness and Supportive Housing	9/1/2018	\$6,827,328.00
Homelessness and Supportive Housing (SFHSH)	11/15/2019	\$3,182,992.00
San Francisco Human Services Agency	7/1/2018	\$742,000.00

## **Appendix E – Permitted Subgrantees**

- |                                     |
|-------------------------------------|
| 1. Bayview Hunters Point Foundation |
|-------------------------------------|

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

**FIRST AMENDMENT  
TO GRANT AGREEMENT  
between  
CITY AND COUNTY OF SAN FRANCISCO  
and  
FIVE KEYS SCHOOLS AND PROGRAMS**

THIS AMENDMENT of the **September 1, 2020** Grant Agreement (the "Agreement") is dated as of **July 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

**RECITALS**

WHEREAS, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #130, issued June 4, 2020, and this modification is consistent therewith; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

**1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

- (a) Agreement. The term "Agreement" shall mean the Agreement dated **September 1, 2020** between Grantee and City.
- (b) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (c) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (d) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.

**2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:

**2.1 ARTICLE 3 TERM** of the Agreement currently reads as follows:

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.** The term of this Agreement shall commence on **September 1, 2020** and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Such section is hereby deleted and replaced in its entirety to read as follows:

**ARTICLE 3 TERM**

**3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

**3.2 Duration of Term.**

- (a) The term of this Agreement shall commence on **September 1, 2020** and expire on **March 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.
- (b) The City has one option to renew the agreement for three months, and seven further options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 17.2, Modification.

Option 1:	April 1, 2023 to June 30, 2023
Option 2:	July 1, 2023 to June 30, 2024
Option 3:	July 1, 2024 to June 30, 2025
Option 4:	July 1, 2025 to June 30, 2026
Option 5:	July 1, 2026 to June 30, 2027
Option 6:	July 1, 2027 to June 30, 2028
Option 7:	July 1, 2028 to June 30, 2029
Option 7:	July 1, 2029 to June 30, 2030

**2.2 Section 4.2 Grantee's Personnel** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

## 4.2 Grantee's Personnel.

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

- (1) Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.
- (2) A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (3) In accordance with the Contractor Vaccination Policy, Grantee agrees that:
  - A. Where applicable, Grantee shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and
  - B. If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at

<https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

**2.3 Section 13.3 Subcontracting** of the Agreement is hereby deleted and replaced in its entirety to read as follows:

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

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

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

**2.4 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS** of the Agreement is deleted and replaced by the following:

**15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

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

If to Grantee: Five Keys Schools and Programs  
70 Oak Grove Street  
San Francisco, CA 94107  
Attn: Steve Good  
Email: [steveg@fivekeys.org](mailto:steveg@fivekeys.org)

Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

**15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

**2.5 Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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

Appendix A, Services to be Provided, (dated July 1, 2022)  
Appendix B, Budget, (dated July 1, 2022)  
Appendix C, Method of Payment, (dated July 1, 2022)  
Appendix D, Interests in Other City Grants, (dated July 1, 2022)

**2.6 Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated July 1, 2022) for the period of September 1, 2020 to March 31, 2023.

**2.7 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2022) for the period of September 1, 2020 to March 31, 2023.

- 2.8 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2022).
- 2.9 **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2022).
- 2.10 **Appendix E, Permitted Subcontractors**, of the Agreement is hereby deleted.

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

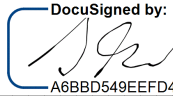
**CITY**

**GRANTEE**


**DEPARTMENT OF HOMELESSNESS  
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND  
PROGRAMS**

By:   
CAD7B781896B449...  
Shireen McSpadden  
Executive Director

By:   
A6BBD549EEFD413...  
Steve Good  
Executive Director  
City Supplier Number: 0000011181

Approved as to Form:  
David Chiu  
City Attorney

By:   
F013CEBF5B1B482...  
Virginia Dario Elizondo  
Deputy City Attorney

**Appendix A: Services to be Provided  
by  
Five Keys Schools and Programs  
Embarcadero SAFE Navigation Center (Congregate Site H)**

**I. Purpose of Grant**

The purpose of this grant is to provide SAFE Navigation Center services to help the served population obtain emergency nighttime sleeping accommodations, income, public benefits, health services, problem-solving, and housing, as available.

**II. Served Population**

Grantee shall serve adults, without custody of minor children, experiencing homelessness, who have no fixed, regular, and adequate nighttime residence, are unsheltered, and have a need for adequate emergency nighttime sleeping accommodations.

**III. Referral and Prioritization**

All SAFE Navigation Center participants shall be referred by the process established by the Department of Homelessness and Supportive Housing (HSH), unless City requires an alternate referral and/or prioritization process in order to maintain the health and safety of guests in accordance with City requirements.

An example of a referral point is the San Francisco Homeless Outreach Team (SF HOT). The actual identification, outreach and referral of specific participants will be coordinated under the supervision of HSH.

The SAFE Navigation Center is not designed for or intended as a program that will accept open referrals or self-presentation to the program. Any individuals who are referred by entities other than the HSH established referral points or who self-present at the SAFE Navigation Center shall be directed to other resources. Grantee shall provide written and verbal information regarding other existing services to self-presenting individuals.

It is the intent of HSH to maximize use of the facility within the Navigation Center portfolio. However, types of stays may change as needed with HSH and Grantee approval, unless City requires Grantee to adjust stays in order to maintain the health and safety of guests in accordance with City requirements. Stay types at SAFE Navigation Center programs are outlined below.

Pathway Stays: Pathway Stays shall be used for participants who are referred after a clear path to a permanent housing is identified. With ongoing cooperation of the participant, the participant may stay at the SAFE Navigation Center until housing placement or transfer to another site. Exceptions include participants who do not cooperate or receive a Denial of Service (DOS) under the Grievance Policy (see Services Requirements). Grantee shall receive approval from HSH prior to any exits based on non-participation in support services of individuals in a Pathway Stay.

Examples of Pathway Stay referrals include, but are not limited to:

- Participants who are referred with a clear housing path by an approved referral site;

- Participants who have been designated as priority for HSH Permanent Supportive Housing via the Coordinated Entry process; or
- Unsheltered veterans awaiting a housing placement.

**Time-Limited Stays:** Time-Limited Stays are used to provide participants a respite from the streets, identify key next steps or referral placements when possible, and to start participants on the path to key service connections and benefits. Encouraging participation with Adult Coordinated Entry is key to identifying and making service connections. Time-Limited Stays are 30 days for initial placement, with the exception of Homeward Bound stays or other specialized stays as defined by HSH. Some participants on a Time-Limited Stay may be eligible for an extension of stay as defined by the HSH Navigation Center Extension Policy. Examples of Time-Limited Stay referrals include, but are not limited to:

- Participants who are referred by HSH Outreach programs for an Outreach Time-Limited Stay;
- Participants who are referred by Healthy Streets Operations Center (HSOC), San Francisco Police Department (SFPD), or Emergency Medical Services (EMS-6) for an HSOC Time-Limited Stay;
- Participants who are referred by Coordinated Entry with a Rapid Rehousing opportunity in process.
- Participants who are referred by Homeward Bound for a Homeward Bound stay until their travel departure.

Participants on a Time-Limited Stay may be transferred to a Pathway Stay within the Navigation Center portfolio if a clear path to housing is identified and the change in stay is approved by HSH.

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

Grantee shall provide a low barrier, harm reduction model, with limited rules, focused on specific participant actions rather than functional addictions or problems, to the total number of participants described in Appendix B, Budget, unless City requires Grantee to serve less guests in order to maintain the health and safety of guests in accordance with City requirements.

##### **A. Support Services**

Grantee shall provide support services as outlined below, unless otherwise directed by the City in cases of public health or other emergency situations.

Grantee shall engage participants on a Time-Limited Stay to participate in the intake and program orientation process. Other support services offered to Time-Limited Stay participants will be determined by the participant's needs and the support service priorities established in conjunction with HSH. Participation in Support Services beyond the intake and program orientation process is optional for Time-Limited Stay participants. For Pathway Stay participants, participation in support services is a requirement for continued placement in the SAFE Navigation Center program. Support Services offered may include, but are not limited to:

1. Intake: Grantee shall conduct an intake, and make any updates, to determine and document participant identification and stay information. The intake shall include a program orientation outlining the services available on site. The intake shall also include established consent forms that support exchange of participant information with program partners, including the data tracking partners for purposes of program analysis.
2. Assessment and Individual Service Plan: Grantee shall conduct a support services assessment to document participant needs. Grantee shall create service plans based on intake and assessment information. Service plans shall include issues identified by the participant and prioritize key issues, particularly those identified by HSH and the placement referral sources, which are the focus during the participant's stay.
3. Engagement: Grantee shall actively engage with participants to support their connection to needed services, progress on their individual service plans and end participant homelessness. Grantee shall create a regular schedule of outreach to participants and shall provide services based on participant services plans and goals. Grantee shall provide outreach to and offer onsite services and/or referrals to all participants who display indications of placement instability. This includes but is not limited to discontinuance from benefits, services, rule violations or warnings, and conflicts with staff or other SAFE Navigation Center participants.
4. Case Management:
  - a. Grantee shall provide ongoing meetings and counseling services with participants to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
  - b. Grantee shall offer individual and joint services to couples, as necessary and appropriate, and in accordance with confidentiality standards. Grantee shall use these interactions to present placement options that are individual and couple focused, as appropriate to participant situation and needs.
  - c. Grantee shall assist participants in Pathway Stays in applying for and securing the required documents needed to become "document ready" for permanent housing application. This includes, but is not limited to, the acquisition of identification, income and homelessness verifications, and other required documents as needed. Grantee shall communicate with the Coordinated Entry Housing Navigation staff regularly about the status of documentation acquisition and upload acquired documents into the ONE System via the protocol developed by HSH. Grantee shall engage the Coordinated Entry Housing Navigation staff in discussion and/or case conferencing when participants show signs of difficulty or lack of progress in acquiring necessary documentation.
5. Benefits Navigation: Grantee shall work in partnership with Human Services Agency (HSA) to assist eligible participants to obtain Medi-Cal, CalFresh, and County Adult Assistance Program (CAAP) benefits. HSA will outstation SFBN and CAAP Eligibility Workers (EWs) at Navigation Center sites with the goals of fully integrating benefits application services into the Navigation Center

environment and approving participants for benefits without requiring them to go to HSA offices. Grantee shall provide on-site services space for the HSA EWs.

Grantee shall assist participants in applying for benefits through MyBenefitsCalWIN (MyBCW), an online benefits application portal. Grantee shall participate in training provided by HSA on how to apply for benefits on behalf of a participant through MyBCW.

Grantee shall assist participants with keeping appointments related to HSA benefits applications and maintaining established benefits.

6. Wellness Checks: Grantee shall conduct Wellness Checks in accordance to HSH policy to assess participant safety when there is reason to believe the participant is in immediate and substantial risk due to a medical and/or psychiatric emergency.
7. Support Groups, Social Events and Organized Participant Activities:
  - a. Grantee shall provide participants with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other participants, or to celebrate/commemorate significant individual, holiday and community events. These events may be planned with or based on input from participants. Grantee shall post a monthly calendar of events.
  - b. Grantee shall conduct monthly community meetings for participants during which participants may discuss concerns and program ideas.
  - c. Grantee shall provide community service, training, and/or employment opportunities to participants in partnership with local organizations or City agencies.
8. Referrals and Coordination of Services:
  - a. Grantee shall link Time-Limited SAFE Navigation Center participants to HSH Access Points, in order for the participants to receive Problem-Solving and/or a Coordinated Entry assessment. Grantee shall request the services of the Mobile Access Point team for any participants who display indications of difficulty getting to an HSH Access Point.
  - b. Grantee shall assist participants to identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with participants regarding the process, and, as necessary, re-referral.
  - c. Grantee shall escort participants to critical off-site appointments, particularly those related to benefits and exit placements, and support participants to keep appointments. When needed, Grantee shall provide bus tokens and/or transportation vouchers to assist participants in getting to critical appointments.
9. Exit Planning: Grantee shall provide exit planning to participants preparing to leave the SAFE Navigation Center for any number of reasons, including but not

limited to participants moving into permanent supportive housing, participants about to be issued a Denial of Service (DOS), and participants who are talking about leaving the program. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

**B. Emergency Services**

Grantee shall operate the SAFE Navigation Center as outlined below and adhere to the Shelter Standards of Care Legislation<sup>1</sup> unless otherwise directed by the City in cases of public health or other emergency situations.

1. Grantee shall provide safe and clean sleeping accommodations to the number of participants described in the Appendix B, Budget nightly.
2. Grantee shall provide program access without a curfew 24 hours a day, seven day a week for participants.
3. Grantee shall provide an average of two meals per day, through the HSH approved meal provider, to participants. Grantee shall make meals available to participants 24 hours per day, upon request. In the community room, Grantee shall also provide participants access to some beverages and snacks throughout the day.
4. Grantee shall provide a program that is pet-friendly, as well as accommodating to companion, service and support animals.
5. Grantee shall provide and maintain a participant community/gathering space that is available away from sleeping areas for participant use 24 hours per day, except for limited periods when closed for cleaning to comply with the requirements of this program.
6. Grantee shall provide access to toilets, showers, meal areas, indoor lounge, outdoor contained patio area, participant service areas, main participant entrance point, and participant laundry facilities and detergents to facilitate fair use by all participants.
7. Grantee shall provide a method to control access, track participants and manage/document participation by collaborating with services partners who are at the program site.
8. Grantee shall provide property storage in addition to what is provided in the sleeping accommodations for participants with secure and controlled access at the program site 24 hours a day, seven days a week.

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<sup>1</sup> Including, but not limited to Shelter Standards of Care, as applicable:

[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$anc=JD\\_20.404.](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_20.404)

9. Grantee shall provide written notice or warning to participants related to any issue that may affect ongoing stay, including, but not limited to, violations of program rules and actions that are in violation of the rules agreement. All written notice or warnings shall be shared with support services staff.
10. Grantee shall maintain facilities in full compliance with requirements of the law and local standards. Grantee shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
  - a. Grantee shall work with HSH to respond to all facility related requests and complaints promptly and in a manner that ensures the safety of participants and Grantee staff. Grantee shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
  - b. Grantee shall coordinate with HSH to ensure maintenance of the facility and its systems, per HSH service requests and guidance, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, and kitchen, etc.).
  - c. Grantee shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); partitions; kitchens (e.g. floors, sinks, counters, appliances); water fountains; heating and air conditioning systems vents; supply checks (e.g. toilet paper, towels, soap, etc.); and maintaining light fixtures.

## **V. Location and Time of Services**

Grantee shall provide services at 599 Beale Street, San Francisco, CA 94105. Services are provided 24 hours per day, seven days a week. Grantee shall provide regular intake of new participants on work days Monday through Friday during business hours. Grantee shall provide emergency intake of new participants 24 hours per day, seven days a week based on approved protocols and referral sources. Details and adjustments of intake hours shall be negotiated between Grantee and HSH and approved by HSH.

## **VI. Service Requirements**

- A. Language and Interpretation Services: Grantee shall ensure that interpreter services are available, as needed to address the needs of and provide services to participants who primarily speak language(s) other than English

- B. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participant progress.
- C. Grantee shall provide the staff necessary to effectively administer SAFE Navigation Center services as defined in part by the shelter Standards of Care. Staff shall include, but not be limited to:
  - 1. At least one staff member on each shift who has at least one year of experience in providing services to homeless people, or comparable experience;
  - 2. One staff member each shift that is identified as the American Disabilities Act (ADA) liaison; and
  - 3. At least one staff member on each shift that speaks Spanish.
- D. Grantee shall use rules and responses to rule violations as a tool for engagement, making the focus on working on participant retention and participation during the participant's SAFE Navigation Center stay.
- E. Admission Policy: Admission policies for the 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 participants are 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.
- F. HSH Good Neighbor Policy:
  - 1. Grantee shall work with neighbors, HSH, SFPD, Department of Public Works (DPW), Department of Public Health (DPH ) and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
  - 2. Grantee shall assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
  - 3. Grantee shall provide a phone number to all interested neighbors that will be answered at all times by a manager or other responsible person who has the authority to respond to complaints and issues at the Embarcadero SAFE Navigation Center as they arise.
  - 4. Grantee shall minimize the impact on the neighborhood of Embarcadero SAFE Navigation Center guests entering, exiting, or waiting for services. The Embarcadero SAFE Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests.
  - 5. Grantee shall actively discourage and address excessive noise from program participants and others who may be just outside the program site.
  - 6. Grantee shall actively discourage loitering in the area immediately surrounding the program. Coordinate with other service providers and City agencies, as necessary, to address this issue.
  - 7. Grantee shall, in conjunction with HSH and other City agencies, inform neighborhood businesses and residents of the services available at the Embarcadero SAFE Navigation Center and how individuals are referred.
  - 8. Grantee shall implement management practices necessary to insure that staff and participants maintain the safety and cleanliness of the area immediately

- surrounding the facility and do not block driveways of neighboring residents or businesses.
9. Grantee shall take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
- G. Complaint and Grievance Procedure: Grantee shall create and implement a written complaint and grievance procedure for participants which shall include the following elements as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and
  3. The right of a participant dissatisfied with the decision to ask for a review and recommendation from someone in the Grantee's chain of command that has not been part of the complaint process to date and that has purview over the aggrieved service. Grantee shall provide a copy of this procedure, and any amendments thereto, to each participant, along with the HSH Navigation Center Program Manager or his/her designated agent.
  4. Any DOS for a SAFE Navigation Center participant must follow the Shelter Grievance Policy and procedures, unless otherwise directed by the City in cases of public health emergencies or other emergency situations.
- H. Satisfaction Survey: Grantee shall conduct a written quarterly SAFE Navigation Center Participant Satisfaction Survey in order to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall incorporate the core HSH provided questions into their survey. Grantee shall offer assistance to the served populations regarding completion of the survey if the written format presents any problem.
- I. Harm Reduction: Grantee shall promote harm-reduction and community safety by addressing biohazard disposal, needle stick protocols, overdose prevention and response training, and facilitation of access to and administration of overdose response supplies, such as Naloxone.
- J. Staff Training: Grantee shall promote and support staff training and development, including but not limited to training on de-escalation and safety, participant engagement, professionalism, ethics, harm-reduction, trauma-informed care, cultural competency, health, overdose prevention and response, respect for participants and fellow staff, mental health and substance abuse issues, and trainings required under the Shelter Standards of Care (Section 16.22 of the Agreement).
- K. City Communications and Policies: Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, unless otherwise directed by the City in cases of public health or other emergency situations. City Communications and Policies include, but are not limited to:
1. Create and maintain policies and procedures around participant responsibilities that support the pet friendly environment;
  2. Regular communication to HSH about the implementation of the program;

3. Attendance of quarterly and monthly HSH meetings, as well as attendance at other meetings related to Navigation Centers as needed, such as hearings on issues related to homelessness; Shelter Grievance Advisory Committee meetings; when adherence to standard of care is implemented, grantee shall attend Shelter Monitoring Committee Meetings; Local Homeless Coordinating Board; etc.
  4. Attendance of trainings, as requested;
  5. Adherence to the Shelter Standards of Care requirements as appropriate to SAFE Navigation Centers and cooperation with the Shelter Monitoring Committee at such time when that committee begins monitoring SAFE Navigation Centers;
  6. Adherence to the HSH Shelter Grievance Policy and cooperation with the Client Advocates participation in the process; and
  7. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless.
- L. Critical Incident: Grantee shall adhere to the HSH Critical Incident policies, including reports to HSH, within one business day, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. Grantee shall call the HSH Navigation Center Program Manager within two hours of any death or serious injury. A Critical Incident is defined as when emergency responders are called to the SAFE Navigation Center by staff or guests. SAFE Navigation Centers must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.
- M. MOU/Subcontract Agreements: Grantee shall establish Memorandum of Understanding (MOU)/subcontract agreements with City departments and partnering service providers for services that are funded through the Grant, but not provided by the Grantee. These agreements shall define the relationships between Grantee and partnering agencies, establish lines of communication, coordination and other protocols for effective operation of the SAFE Navigation Center and the services and programs provided to the SAFE Navigation Center participants. Subcontracts include agreements for meal provision and specialized participant support, such as those with Meals on Wheels and Downtown Streets. Any subcontracted services shall coordinate participant services, schedule, and related communications in order ensure service expectations are met.
- N. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- O. Data Standards:
1. Grantee shall 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, Grantee 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 Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting

requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

2. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as applicable.

P. Record Keeping and Files:

1. Grantee shall maintain required, appropriate and confidential participant records to support tracking and analysis related to the service and outcome objectives, as well as successes of the program
2. Electronic participant records shall be maintained accurately and up to date in the Navigation Center Database, until such time as all data are moved into the ONE System, unless otherwise directed by the City in cases of public health emergencies or other emergency situations. As appropriate, case management files should be maintained separately from operational participant records.
3. Grantee shall upload copies of participant documents and records that support securing housing (e.g. birth certificate, identification, social security card) into the ONE System.
4. Grantee shall document outcomes related to every participant exit. Grantee shall collect data on the reason for exit, location upon exit, and other information related to exit tracking, and report this data to HSH upon request. Grantee shall notify Coordinated Entry and/or HSH Outreach as directed by HSH when Priority status participants exit their SAFE Navigation Center program.

- Q. Neighborhood Cleaning: Through direct or subcontracted service, Grantee shall ensure that litter removal services are provided around the program site area.

## VII. Service Objectives

Grantee shall achieve the following service objectives annually:

- A. Grantee shall provide intake and program orientation to 100 percent of all initial participants and updates for returning participants in a new stay.
- B. Grantee shall utilize intake and assessment information with partnering service providers to identify options and create a service plan for 95 percent of the Pathway Stay participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
- C. 90 percent of participants in a Time-Limited Stay shall be offered referral for problem-solving and/or assessment via Adult Coordinated Entry within one week of placement at the SAFE Navigation Center.
- D. 100 percent of participants in a Time-Limited Stay shall be encouraged to get a profile in the Shelter Reservation System and join the Shelter Reservation Waitlist within 72 hours of placement.

- E. 90 percent of Pathway Stay participants with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
- F. Grantee shall administer a quarterly satisfaction survey and achieve at least a 50 percent response rate for participants.

### **VIII. Outcome Objectives**

Grantee shall achieve the following outcome objectives annually:

- A. 75 percent of those completing the quarterly satisfaction survey will Strongly Agree or Agree that they are satisfied with the services on site.

### **IX. Reporting Requirements**

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON, unless otherwise directed by the City in cases of public health or other emergency situations.

- A. Grantee shall report daily by 8:30am, via text, to the HSH Navigation Center Program Manager, beds ready for Navigation Center placements. Grantee shall report to HSH Navigation Center Program Manager any bed that will be off-line for more than one day.
- B. Grantee shall provide a monthly report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee shall enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the month of service, including:
  - 1. Number of participants at the start of the month;
  - 2. Number that entered the program;
  - 3. Number that exited for positive placements;
  - 4. Number of exits for other reasons; and
  - 5. Number of active participants in the program at the end of the month.
- C. Grantee shall provide a quarterly report of activities, referencing the tasks as described in the Service and Outcome Objectives section. Grantee shall enter the quarterly metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the quarter.
- D. Grantee shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year.
- E. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

- F. Grantee shall participate, as required by HSH, with City, State, and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee strives to meet the requirements of and participate in the evaluation program and management information systems of the City, as mutually agreed upon. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.

For assistance with reporting requirements or submission of reports, contact the assigned Contract or Program Manager, as listed in CARBON.

**X. Monitoring Activities**

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, reported program data, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING APPENDIX B, BUDGET			
2				
3	Document Date	7/1/2021		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	9/1/2020	6/30/2022	2
6	Amended Term	9/1/2020	3/31/2023	3
7				
8	Approved Subcontractors			
10	Bayview Hunters Point Foundation			
11				
12				
13				
14				
15				
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17				
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25				

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	APPENDIX B, BUDGET												
3	Document Date	7/1/2021											
4	Contract Term	Begin Date	End Date	Duration (Years)									
5	Current Term	9/1/2020	6/30/2022	2									
6	Amended Term	9/1/2020	3/31/2023	3									
7					Year 1		Year 2		Year 3				
8	Service Component				9/1/2020 - 6/30/2021		7/1/2021 - 6/30/2022		7/1/2022 - 3/31/2023				
10	SAFE Navigation Center				200		200		200				
11													
12													
13													
14													
15													
16													
17													
18													





	A	F	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	BT	BU	BV	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																			
2	SALARY & BENEFIT DETAIL																			
3	Document Date																			
4	Provider Name																			
5	Program																			
6	F&P Contract ID#																			
7	Budget Name																			
8	EXTENSION YEAR																			
9	POSITION TITLE	Year 1	Year 2						Year 3						All Years					
10		9/1/2020 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Progarm		7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	9/1/2020 - 6/30/2022	9/1/2020 - 3/31/2023	9/1/2020 - 3/31/2023	
11		Current/Actuals					Current/Actuals	Amendment	New					Current/Actuals	Amendment	New	Current/Actuals	Modification	New	
12		Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
13	Director San Francisco Housing		\$ 135,000	1.00	17%	0.17	\$ 22,950	\$ -	\$ 22,950	\$ 135,000	1.00	13%	0.13		\$ 17,213	\$ 17,213	\$ 22,950	\$ 17,213	\$ 40,163	
14	Director of Congregate and SIP Sites		\$ 120,000	1.00	17%	0.17	\$ 20,400	\$ -	\$ 20,400	\$ 120,000	1.00	13%	0.13		\$ 15,300	\$ 15,300	\$ 20,400	\$ 15,300	\$ 35,700	
15	Assistant Director Care Coordination		\$ 80,000	1.00	17%	0.17	\$ 13,600	\$ -	\$ 13,600	\$ 80,000	1.00	13%	0.13		\$ 10,200	\$ 10,200	\$ 13,600	\$ 10,200	\$ 23,800	
16	Assistant Director Embarcadero SAFE		\$ 78,000	1.00	100%	1.00	\$ 78,000	\$ -	\$ 78,000	\$ 78,000	1.00	75%	0.75		\$ 58,500	\$ 58,500	\$ 78,000	\$ 58,500	\$ 136,500	
17	Shift Supervisors		\$ 71,000	4.40	100%	4.40	\$ 312,400	\$ -	\$ 312,400	\$ 71,000	4.40	75%	3.30		\$ 234,300	\$ 234,300	\$ 312,400	\$ 234,300	\$ 546,700	
18	Guest Intake & Information Coordinator		\$ 50,000	1.00	100%	1.00	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	1.00	75%	0.75		\$ 37,500	\$ 37,500	\$ 50,000	\$ 37,500	\$ 87,500	
19	Activities Coordinator		\$ 56,160	1.00	100%	1.00	\$ 56,160	\$ -	\$ 56,160	\$ 56,160	1.00	75%	0.75		\$ 42,120	\$ 42,120	\$ 56,160	\$ 42,120	\$ 98,280	
20	Ambassadors including security and janitors		\$ 45,760	25.20	100%	25.20	\$ 1,153,152	\$ -	\$ 1,153,152	\$ 45,760	25.20	75%	18.90		\$ 864,864	\$ 864,864	\$ 1,153,152	\$ 864,864	\$ 2,018,016	
21	Janitorial		\$ 45,760	7.00	100%	7.00	\$ 320,320	\$ -	\$ 320,320	\$ 45,760	7.00	75%	5.25		\$ 240,240	\$ 240,240	\$ 320,320	\$ 240,240	\$ 560,560	
22								\$ -	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	
23								\$ -	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	
55		\$ -	TOTAL SALARIES				\$ 2,026,982	\$ -	\$ 2,026,982	TOTAL SALARIES				\$ -	\$ 1,520,237	\$ 1,520,237	\$ 2,026,982	\$ 1,520,237	\$ 3,547,219	
56			TOTAL FTE		40.11					TOTAL FTE		30.08								
57			FRINGE BENEFIT RATE		37.00%					FRINGE BENEFIT RATE		37.00%								
58		\$ -	EMPLOYEE FRINGE BENEFITS		\$ 749,983	\$ -	\$ 749,983	EMPLOYEE FRINGE BENEFITS				\$ -	\$ 562,488	\$ 562,488	\$ 749,983	\$ 562,488	\$ 1,312,471			
59		\$ -	TOTAL SALARIES & BENEFITS		\$ 2,776,965	\$ -	\$ 2,776,965	TOTAL SALARIES & BENEFITS				\$ -	\$ 2,082,724	\$ 2,082,724	\$ 2,776,965	\$ 2,082,724	\$ 4,859,689			
60																				
62																				

	A	B	E	F	G	H	I	J	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	OPERATING DETAIL										
3	Document Date	3/7/2022									
4	Provider Name	Five Keys Schoo									
5	Program	Embarcadero S									
6	FSP Contract ID#	1000019864									
7	Budget Name	General Fund - (									
8		EXTENSION YEAR									
9		Year 1	Year 2		Year 3			All Years			
10		9/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	9/1/2020 - 6/30/2022	9/1/2020 - 3/31/2023	9/1/2020 - 3/31/2023
11		Current/Actuals	Current/Actuals	Amendment	New	Current/Actuals	Amendment	New	Current/Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec. Water, Gas, Phone, Scavenger)	\$ 296,334	\$ -	\$ 296,334		\$ 222,251	\$ 222,251	\$ 296,334	\$ 222,251	\$ 518,585	
15	Office Supplies, Postage	\$ 15,000	\$ -	\$ 15,000		\$ 11,250	\$ 11,250	\$ 15,000	\$ 11,250	\$ 26,250	
16	Building Maintenance Supplies and Repair	\$ 30,000	\$ -	\$ 30,000		\$ 22,500	\$ 22,500	\$ 30,000	\$ 22,500	\$ 52,500	
17	Printing and Reproduction		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
18	Insurance	\$ 18,000	\$ -	\$ 18,000		\$ 13,500	\$ 13,500	\$ 18,000	\$ 13,500	\$ 31,500	
19	Staff Training	\$ 8,000	\$ -	\$ 8,000		\$ 6,000	\$ 6,000	\$ 8,000	\$ 6,000	\$ 14,000	
20	Staff Travel-(Local & Out of Town)	\$ 8,000	\$ -	\$ 8,000		\$ 6,000	\$ 6,000	\$ 8,000	\$ 6,000	\$ 14,000	
21	Rental of Equipment		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
22			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
23	Cleaning/Janitorial Supplies	\$ 15,000	\$ -	\$ 15,000		\$ 11,250	\$ 11,250	\$ 15,000	\$ 11,250	\$ 26,250	
24	Guest Supplies, food, socks, etc	\$ 42,000	\$ -	\$ 42,000		\$ 31,500	\$ 31,500	\$ 42,000	\$ 31,500	\$ 73,500	
25	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 18,000	\$ -	\$ 18,000		\$ 13,500	\$ 13,500	\$ 18,000	\$ 13,500	\$ 31,500	
26	Guest Transportation	\$ 4,000	\$ -	\$ 4,000		\$ 3,000	\$ 3,000	\$ 4,000	\$ 3,000	\$ 7,000	
27	Staff Parking	\$ 1,200	\$ -	\$ 1,200		\$ 900	\$ 900	\$ 1,200	\$ 900	\$ 2,100	
28	Computers, Printers, Periphal Equipment	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
29	Guest Laundry	\$ 51,840	\$ -	\$ 51,840		\$ 38,880	\$ 38,880	\$ 51,840	\$ 38,880	\$ 90,720	
30	Guest Voucher	\$ 4,100	\$ -	\$ 4,100		\$ 3,075	\$ 3,075	\$ 4,100	\$ 3,075	\$ 7,175	
31	Linen	\$ 10,000	\$ -	\$ 10,000		\$ 7,500	\$ 7,500	\$ 10,000	\$ 7,500	\$ 17,500	
32	Cable Wifi	\$ 5,000	\$ -	\$ 5,000		\$ 3,750	\$ 3,750	\$ 5,000	\$ 3,750	\$ 8,750	
33	Pest Control	\$ 15,000	\$ -	\$ 15,000		\$ 11,250	\$ 11,250	\$ 15,000	\$ 11,250	\$ 26,250	
34			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
41			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
42	Consultants		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
43			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
44			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
53			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
54	Subcontractors (First \$25k Only)		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
55			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
56			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
67											
68	TOTAL OPERATING EXPENSES	\$ -	\$ 541,474	\$ -	\$ 541,474	\$ -	\$ 406,106	\$ 406,106	\$ 541,474	\$ 406,106	\$ 947,580
69											
70	Other Expenses (not subject to indirect cost %)										
71	Bayview Hunters Point Foundation	\$ 220,902	\$ -	\$ 220,902		\$ 165,677	\$ 165,677	\$ 220,902	\$ 165,677	\$ 386,579	
72			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
73			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
74			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
83											
84	TOTAL OTHER EXPENSES	\$ -	\$ 220,902	\$ -	\$ 220,902	\$ -	\$ 165,677	\$ 165,677	\$ 220,902	\$ 165,677	\$ 386,579
85											
86	Capital Expenses										
87			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
88			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
89			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
94											
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
96											
97	HSH #3								Template last modified	9/1/2021	



	A	B	C	D	E	F	G	H	BT	BU	BV		
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												
2	SALARY & BENEFIT DETAIL												
3	Document Date	3/7/2022											
4	Provider Name	Five Keys Schools and Programs											
5	Program	Embarcadero SAFE Center (Site H)											
6	F\$P Contract ID#	1000019864											
7	Budget Name	State Homeless											
8		Year 1							All Years				
9	POSITION TITLE	Agency Totals		For HSH Funded Program		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2022	9/1/2020 - 3/31/2023	9/1/2020 - 3/31/2023		
						Current/Actuals	Amendment	New	Current/Actuals	Modification	New		
10			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary	
11													
12	Director San Francisco Housing	\$ 135,000	1.00	14%	0.14	\$ 19,125	\$ -	\$ 19,125	\$ 19,125	\$ -	\$ 19,125		
13	Director of Congregate and SIP Sites	\$ 120,000	1.00	14%	0.14	\$ 17,000	\$ -	\$ 17,000	\$ 17,000	\$ -	\$ 17,000		
14	Assistant Director Care Coordination	\$ 80,000	1.00	14%	0.14	\$ 11,333	\$ -	\$ 11,333	\$ 11,333	\$ -	\$ 11,333		
15	Assistant Director Embarcadero SAFE	\$ 78,000	1.00	83%	0.83	\$ 65,000	\$ -	\$ 65,000	\$ 65,000	\$ -	\$ 65,000		
16	Shift Supervisors	\$ 71,000	4.40	83%	3.67	\$ 260,333	\$ -	\$ 260,333	\$ 260,333	\$ -	\$ 260,333		
17	Guest Intake & Information Coordinator	\$ 50,000	1.00	83%	0.83	\$ 41,667	\$ -	\$ 41,667	\$ 41,667	\$ -	\$ 41,667		
18	Activities Coordinator	\$ 56,160	1.00	83%	0.83	\$ 46,800	\$ -	\$ 46,800	\$ 46,800	\$ -	\$ 46,800		
19	Security -- folded into ambassador line	\$ 45,760	25.20	83%	21.00	\$ 960,960	\$ -	\$ 960,960	\$ 960,960	\$ -	\$ 960,960		
20	Janitorial	\$ 45,760	7.00	83%	5.83	\$ 266,933	\$ -	\$ 266,933	\$ 266,933	\$ -	\$ 266,933		
21							\$ -	\$ -	\$ -	\$ -	\$ -		
22							\$ -	\$ -	\$ -	\$ -	\$ -		
54							\$ -	\$ -	\$ -	\$ -	\$ -		
55		TOTAL SALARIES				\$ 1,689,152	\$ -	\$ 1,689,152	\$ 1,689,152	\$ -	\$ 1,689,152		
56		TOTAL FTE				33.43							
57		FRINGE BENEFIT RATE				37.00%							
58		EMPLOYEE FRINGE BENEFITS				\$ 624,986	\$ -	\$ 624,986	\$ 624,986	\$ -	\$ 624,986		
59		TOTAL SALARIES & BENEFITS				\$ 2,314,138	\$ -	\$ 2,314,138	\$ 2,314,138	\$ -	\$ 2,314,138		
60													
61													
62													

	A	B	C	D	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	OPERATING DETAIL						
3	Document Date	3/7/2022					
4	Provider Name	Five Keys Schools and Programs					
5	Program	Embarcadero SAFE Center (Site H)					
6	FSP Contract ID#	1000019864					
7	Budget Name	State Homeless Emergency Aid I					
8							
9		Year 1			All Years		
10		9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2021	9/1/2020 - 6/30/2022	9/1/2020 - 9/31/2023	9/1/2020 - 9/31/2023
11		Current/Actuals	Amendment	New	Current/Actuals	Modification	New
12	Operating Expenses	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 246,945	\$ -	\$ 246,945	\$ 246,945	\$ -	\$ 246,945
15	Office Supplies, Postage	\$ 12,500	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 12,500
16	Building Maintenance Supplies and Repair	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ -	\$ 25,000
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
19	Staff Training	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000
20	Staff Travel-Local & Out of Town)	\$ 6,667	\$ -	\$ 6,667	\$ 6,667	\$ -	\$ 6,667
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Cleaning/Janitorial Supplies	\$ 12,500	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 12,500
24	Guest Supplies, food, socks, etc	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ 35,000
25	Staff Supplies, First Aid Kits/Medical Supplies/Uniform	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
26	Guest Transportation	\$ 3,333	\$ -	\$ 3,333	\$ 3,333	\$ -	\$ 3,333
27	Staff Parking	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
28	Computers, Printers, Periphal Equipment	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
29	Guest Laundry	\$ 43,200	\$ -	\$ 43,200	\$ 43,200	\$ -	\$ 43,200
30	Guest Voucher	\$ 3,417	\$ -	\$ 3,417	\$ 3,417	\$ -	\$ 3,417
31	Linen	\$ 8,333	\$ -	\$ 8,333	\$ 8,333	\$ -	\$ 8,333
32	Cable Wifi	\$ 4,167	\$ -	\$ 4,167	\$ 4,167	\$ -	\$ 4,167
33	Pest Control	\$ 12,500	\$ -	\$ 12,500	\$ 12,500	\$ -	\$ 12,500
34		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67							
68	TOTAL OPERATING EXPENSES	\$ 457,562	\$ -	\$ 457,562	\$ 457,562	\$ -	\$ 457,562
69							
70	Other Expenses (not subject to indirect cost %)						
71	Bayview Hunters Point Foundation	\$ 184,085	\$ -	\$ 184,085	\$ 184,085	\$ -	\$ 184,085
72		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	FY20-21 Actuals Adjustment	\$ (378,989)	\$ -	\$ (378,989)	\$ (378,989)	\$ -	\$ (378,989)
82	Sept. 20 & Oct. 20 Invoices paid from Embarcadero Agre	\$ (615,647)	\$ -	\$ (615,647)	\$ (615,647)	\$ -	\$ (615,647)
83							
84	TOTAL OTHER EXPENSES	\$ (810,551)	\$ -	\$ (810,551)	\$ (810,551)	\$ -	\$ (810,551)
85							
86	Capital Expenses						
87		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94							
95	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96							
97	HSH #3				Template last modified	9/1/2021	

## Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred 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 Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. **Timelines:** Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

<b>Billing Month/Date</b>	<b>Service Begin Date</b>	<b>Service End Date</b>
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

B. **Invoicing System:**

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
  4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
  6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
  2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
  3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

- than five years after final payment under this Agreement, and shall provide to the City upon request.
- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
  - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
    - 1) Program Monitoring;
    - 2) Fiscal and Compliance Monitoring;
    - 3) Year End Invoice Review;
    - 4) Monthly Invoice Review;
    - 5) As needed per HSH request; and/or
    - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
  - 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)); and
  - 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 in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund / Homeless Emergency Aid Program (HEAP)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,

General Fund / Homeless Emergency Aid Program (HEAP)	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000.  Documentation may include, but is not limited to, 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.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) time an invoice is submitted.  Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee 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.

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

**A. Advance Requirements:**

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

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

**B. Advance Request Process:**

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

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

### Appendix D - Interests In Other City Grants

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

City Department or Commission	Date of Grant	Amount of Grant
San Francisco Mayors Office of Housing and Community Development	7/1/21 – 6/30/22	\$100,000
San Francisco Human Services Agency	7/1/19 – 6/30/22	\$268,382
San Francisco Human Services Agency	7/1/19 – 6/30/22	\$60,000
San Francisco Human Services Agency	5/1/21 – 6/30/22	\$231,000
Office of Economic and Workforce Development	7/1/21 – 6/30/23	\$200,000
Office of Economic and Workforce Development	7/1/21 – 6/30/23	\$414,412
SF Adult Probation Department	2/1/21 – 7/31/22	\$130,000
Department Homelessness and Supportive Housing (HSH) – Prop C Flex Housing Subsidy Pool	2/15/21 – 6/30/23	\$6,000,000
Department Homelessness and Supportive Housing (HSH) – Artmar Hotel	6/1/21 – 6/30/24	\$6,704,364
Department Homelessness and Supportive Housing (HSH) – Bayshore Navigation Center	1/1/21 – 6/30/23	\$9,915,220
Department Homelessness and Supportive Housing (HSH) – Embarcadero SAFE Center	9/1/20 – 6/30/22	\$6,800,499
Department Homelessness and Supportive Housing (HSH) – Next Door Site S	12/1/20 – 6/30/22	\$9,115,881
Department Homelessness and Supportive Housing (HSH) – SIP Site 10	9/1/20 – 6/30/22	\$20,209,909
Department Homelessness and Supportive Housing (HSH) – SIP Site 34	9/1/20 – 6/30/22	\$9,353,000
Department Homelessness and Supportive Housing (HSH) – SIP Site 35	9/1/20 – 6/30/22	\$8,204,728



**CITY AND COUNTY OF SAN FRANCISCO  
MEMORANDUM OF UNDERSTANDING**

**M-16518**

**BY AND BETWEEN**

**THE SAN FRANCISCO PORT COMMISSION**

**and**

**THE SAN FRANCISCO DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**APRIL 24, 2019**

**JEFF KOSITSKY  
DIRECTOR**

---

**ELAINE FORBES  
EXECUTIVE DIRECTOR**

**SAN FRANCISCO PORT COMMISSION**

**KIMBERLY BRANDON, PRESIDENT  
WILLIE ADAMS, VICE PRESIDENT  
GAIL GILMAN, COMMISSIONER  
VICTOR MAKRAS, COMMISSIONER  
DOREEN WOO HO, COMMISSIONER**

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## TABLE OF CONTENTS

	<u>Page</u>
1. RECITALS .....	2
2. DEFINITIONS .....	2
3. EFFECTIVE DATE .....	6
4. PREMISES .....	6
5. TERM .....	7
6. OPTION TO EXTEND TERM .....	7
7. PORT'S RIGHT OF TERMINATION .....	8
8. HSH'S RIGHT OF TERMINATION .....	8
9. RENTAL PAYMENTS .....	8
10. FINANCIAL ASSURANCES .....	9
11. PERMITTED USES .....	10
12. UTILITIES, SERVICES, MAINTENANCE AND REPAIR .....	10
13. INITIAL IMPROVEMENTS .....	11
14. ALTERATIONS .....	11
15. COMPLIANCE WITH LAWS AND REGULATIONS .....	13
16. SURRENDER .....	15
17. HAZARDOUS MATERIALS .....	15
18. DAMAGE AND DESTRUCTION .....	19
19. PORT'S ENTRY ON PREMISES .....	20
20. PROPERTY USE CONDITIONS .....	21
21. INSURANCE .....	21
22. DEFAULT; REMEDIES .....	22
23. ASSIGNMENT AND SUBLETTING .....	22
24. DAMAGES .....	22
25. NOTICES .....	22
26. SUCCESSORS AND ASSIGNS .....	23
27. SEVERABILITY .....	23
28. COOPERATION .....	23
29. MISCELLANEOUS .....	23

30.	ENTIRE AGREEMENT .....	24
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#### **EXHIBITS AND SCHEDULES**

<b>EXHIBIT A</b>	<b>DEPICTION OF PREMISES</b>
<b>EXHIBIT B</b>	<b>SAMPLE GOOD NEIGHBOR POLICY</b>
<b>EXHIBIT C</b>	<b>RENTAL RATE METHODOLOGY</b>
<b>EXHIBIT D</b>	<b>EFFECTIVE DATE AND EXPIRATION DATE MEMORANDUM</b>
<b>EXHIBIT E</b>	<b>OUTREACH ZONE</b>
<b>EXHIBIT F</b>	<b>SAFETY ZONE</b>

<b>SCHEDULE 1</b>	<b>ASBESTOS NOTICE</b>
<b>SCHEDULE 2</b>	<b>HAZARDOUS MATERIALS DISCLOSURE</b>

## MEMORANDUM OF UNDERSTANDING

NO. M-16518

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City and County of San Francisco, a municipal corporation ("City"), operating by and through the SAN FRANCISCO PORT COMMISSION ("Port") and the SAN FRANCISCO DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING ("HSH"), an agency of the City.

### RECITALS

A. In April 2016, the City enacted Ordinance No. 57-16, declaring, pursuant to California Government Code Sections 8698 through 8698.2, a shelter crisis in the City and County of San Francisco. In that ordinance, the Board of Supervisors found that in January 2015, there were 6,686 individuals in San Francisco who were homeless. Since that time, the shelter crisis has grown. According to the January 2017 Point in Time Homeless Count administered by the Department of Homelessness and Supportive Housing (HSH), there were approximately 7,499 people experiencing homelessness in San Francisco on a single night. Of those persons, 58% were unsheltered, 21% were under the age of 25 years, and 32% were over the age of 51 years with attendant deteriorating physical and mental health.

B. On January 15, 2019, Mayor London N. Breed introduced legislation to affirm that the shelter crisis still exists in San Francisco. The legislation would allow the City to take more immediate action to address the homelessness crisis, including to streamline the contracting and permitting process for the construction of new homeless shelters as well as the contracting process for homelessness services. HSH and San Francisco Department of Public Works ("DPW") are responsible for vetting a pool of contractors who could provide construction support and homelessness services and would then choose from this pool for future shelter projects. The legislation also calls for the removal of planning code barriers to opening shelters in certain zoning districts that currently have limitations or restrictions. The Board of Supervisors has oversight of all contracts awarded under this expedited process. On April 4, 2019, Mayor London N. Breed signed the legislation approved by the Board of Supervisors amending the San Francisco Administrative Code and Planning Code to streamline contracting for and siting of homeless shelters (Ordinance 61-19).

C. On April 4, 2019, Mayor London N. Breed signed legislation approved by the Board of Supervisors amending the San Francisco Building Code to adopt standards and create an alternative approval procedure for constructing homeless shelters. (Ordinance 60-19),

D. HSH is seeking to create a temporary Shelter Access For Everyone Navigation Center (a "S.A.F.E. Navigation Center") on Port property on a portion of Seawall Lot 330 bounded by The Embarcadero, Beale and Bryant Streets to provide temporary housing and services to homeless individuals as they prepare to return home or to move into permanent housing (the "Embarcadero S.A.F.E. Navigation Center").

E. Under the Burton Act (Chapter 1333 of Statutes 1968, as amended), and City Charter Section B 3.581, the administration and control of real property transferred to the City by the State of California pursuant to the legislative trust grant, including the area encompassing Seawall Lot 330, is vested in the Port.

F. On April 19, 2019, the San Francisco Planning Department issued a determination concluding that the change of use of Seawall Lot 330 from a parking lot to a S.A.F.E. Navigation Center and all construction work associated with this change of use, satisfied the criteria for a categorical exemption pursuant to California Environmental Quality Act Guidelines Section 15332.

**G.** By Resolution 19-16, adopted by the Port Commission on April 23, 2019, the Port Commission found that the use of a portion of Seawall Lot 330 bounded by The Embarcadero, Beale and Bryant Streets for the temporary operation of the Embarcadero S.A.F.E. Navigation Center is a permissible interim use of public trust lands because (i) the portion of Seawall Lot 330 to be occupied by the Embarcadero S.A.F.E. Navigation Center is not needed for public trust purposes and does not provide access to San Francisco Bay; (ii) the term of the MOU will not exceed 56 months and the Port will have the right to terminate the MOU if this site becomes necessary for public trust purposes; (iii) no permanent structures will be constructed that prevent future public trust uses on this site; and (iv) the Port will receive fair market value rent for the use of this site.

**H.** In order to facilitate the proposed construction and operation of the Embarcadero S.A.F.E. Navigation Center, HSH desires to enter into an agreement with the Port for use of a portion of Seawall Lot 330.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

## **AGREEMENT**

### **1. RECITALS.**

The foregoing recitals are true and correct and are incorporated herein by this reference.

### **2. DEFINITIONS.**

Definitions used in this MOU are found in the specified locations in this MOU or are set forth below. Definitions that are not capitalized below are not capitalized when used in this MOU.

"ACMs" is defined in Section 14.2(d) below.

"ADA" means the Americans with Disabilities Act, a federal law codified at 42 U.S.C. §§ 12101 et seq., including, but not limited to, Title III thereof, and all regulations and guidelines related thereto, together with any and all laws, rules, regulations, ordinances, codes and statutes now or hereafter enacted by local or state agencies having jurisdiction thereof, including all requirements of Title 24 of the State of California, as the same may be in effect on the date of this MOU and may be hereafter modified, amended or supplemented.

"Additional Rent" means all taxes, assessments, insurance premiums, operating and maintenance charges, fees, costs, expenses, liabilities and obligations of every description which HSH assumes or is obligated to pay or discharge pursuant to this MOU, together with every fine, penalty, interest or other charge which may be added for non-payment or late payment, whether payable to Port or to other persons, parties or entities designated herein.

"Agents" when used with reference to either party to this MOU or any other person means the officers, directors, employees, agents, and contractors of the party or other person, and their respective heirs, legal representatives, successors, and assigns.

"Alterations" means any alterations, installations, improvements, or additions to any Improvements or to the Premises.

"Base Rent" means the monthly Base Rent specified in Section 9 hereof.

"Board of Supervisors" or "Board" means the Board of Supervisors of the City.

"Cal-OSHA" means the Division of Occupational Safety and Health of the California Department of Industrial Relations.

"Changes" is defined in Section 15.2.

**"City"** means the City and County of San Francisco, a municipal corporation.

**"Claims"** means all liabilities, injuries, losses, costs, claims, demands, rights, causes of action, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind for money damages, compensation, penalties, liens, fines, interest, attorneys' fees, costs, equitable relief, mandamus relief, specific performance, or any other relief.

**"Concession"** means any offered or promised rent credit, concession, abatement, or any other form of monetary consideration.

**"Construction Period"** means the period beginning on the Effective Date and ending upon the Opening Date, which is anticipated to be 150 days from the Effective Date.

**"Demolition Period"** means the period beginning on the day after the Expiration Date and terminating upon the date upon which all Improvements, including the Initial Improvements, have been removed from the Premises, not to exceed ninety (90) days after the end of the Operational Term.

**"Due Date"** is defined in Section 9 below.

**"Effective Date"** is defined as the date HSH is given possession of the Premises.

**"Embarcadero S.A.F.E. Navigation Center"** is defined in Recital D.

**"Embarcadero S.A.F.E. Navigation Center Operator"** means the entity funded by HSH through a contract or grant to operate the Embarcadero S.A.F.E. Navigation Center.

**"Encroachment Area"** is defined in Section 4(e) below.

**"Environmental Laws"** means any Laws relating to Hazardous Material (including its Handling, Release, or Remediation) or to human health and safety, industrial hygiene, or environmental conditions in the environment, including structures, soil, air, bay water, and groundwater, and any environmental mitigation measure adopted under Environmental Laws affecting any portion of the Premises.

**"Environmental Regulatory Action"** when used with respect to Hazardous Materials means any inquiry, investigation, enforcement, Remediation, agreement, order, consent decree, compromise, or other action that is threatened, instituted, filed, or completed by an Environmental Regulatory Agency in relation to a Release of Hazardous Materials, including both administrative and judicial proceedings.

**"Environmental Regulatory Agency"** means the United States Environmental Protection Agency, OSHA, any California Environmental Protection Agency board, department, or office, including the Department of Toxic Substances Control and the San Francisco Bay Regional Water Quality Control Board, Cal-OSHA, the Bay Area Air Quality Management District, the San Francisco Department of Public Health, the San Francisco Fire Department, the SFPUC, Port, or any other Regulatory Agency now or later authorized to regulate Hazardous Materials.

**"Environmental Regulatory Approval"** means any approval, license, registration, permit, or other authorization required or issued by any Environmental Regulatory Agency, including any hazardous waste generator identification numbers relating to operations on the Premises and any closure permit.

**"Exacerbate" or "Exacerbating"** when used with respect to Hazardous Materials means any act or omission that increases the quantity or concentration of Hazardous Materials in the affected area, causes the increased migration of a plume of Hazardous Materials in soil, groundwater, or bay water, causes a Release of Hazardous Materials that had been contained until the act or omission, or otherwise requires Investigation or Remediation that would not have been required but for the act or omission. Exacerbate also includes the disturbance, removal or generation of Hazardous Materials in the course of HSH's operations, Investigations,

maintenance, repair, Improvements and Alterations under this MOU. "Exacerbation" has a correlating meaning.

**"Expiration Date"** is defined in Section 5 below.

**"Event of Default"** is defined in Section 22 below.

**"Good Neighbor Policy"** means that policy adopted by HSH and the Embarcadero S.A.F.E. Navigation Center Operator, which shall be in substantially the form of the Sample Good Neighbor Policy attached to this MOU as Exhibit B.

**"Handle" or "Handling"** means to use, generate, process, manufacture, produce, package, treat, transport, store, emit, discharge, or dispose of a Hazardous Material.

**"Hazardous Material"** means any substance, waste, or material that is now or in the future designated by any Regulatory Agency to be capable of posing a present or potential risk of injury to human health or safety, the environment, or property. This definition includes anything designated or defined in any Environmental Law as hazardous, hazardous substance, hazardous waste, toxic, pollutant, or contaminant; any asbestos, ACMs, and PACMs, whether or not part of the structure of any existing Improvements on the Premises, any Improvements to be constructed on the Premises by or on behalf of HSH, or occurring in nature; and other naturally-occurring substances such as petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

**"Hazardous Material Claim"** means any Environmental Regulatory Action or any Claim made or threatened by any third party against the Indemnified Parties or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence or Release of any Hazardous Materials, including, without limitation, losses based in common law. Hazardous Material Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the Premises or other Port property, the loss or restriction of the use or any amenity of the Premises or other Port property, and attorneys' fees and consultants' fees and experts' fees and costs.

**"Hazardous Material Condition"** means the presence, Release, or threatened Release of Hazardous Materials in, on, or about the Premises other Port property, or the environment, or from any vehicles or vessels HSH, or its Agents and Invitees uses during HSH's occupancy of the Premises.

**"HSH's Property"** means all furniture, trade fixtures, office equipment, and articles of movable personal property installed in the Premises by or for the account of HSH, and any Improvements or Alterations constructed on or affixed to the Premises if designated under this MOU as HSH's Property, in either case without cost to Port.

**"Improvements"** means any and all buildings, structures, fixtures or other improvements constructed or installed on the Premises, including those constructed by or on behalf of HSH pursuant to this MOU (including, without limitation, any trailers, signs, roads, trails, driveways, parking areas, curbs, walks, fences, walls, stairs, poles, plantings and landscaping).

**"Initial Improvements"** is defined in Section 13.

**"Investigate" or "Investigation"** when used with reference to Hazardous Materials means any activity undertaken to determine and characterize the nature and extent of Hazardous Materials that have been, are being, or are threatened to be Released in, on, under or about the Premises, other Port property, or the environment, and includes, without limitation, preparation and publication of site history, sampling, and monitoring reports, performing equipment and facility testing such as testing the integrity of secondary containment and above and underground tanks, and sampling and analysis of environmental conditions before, during, and after Remediation begins and continuing until the appropriate Environmental Regulatory Agency has issued a no further action letter, lifted a clean-up order, or taken similar action.

**"Invitees"** means HSH's clients, customers, invitees, patrons, guests, members, licensees, permittees, concessionaires, assignees, subtenants, and any other person whose rights arise through them.

**"Law"** means any present or future law, statute, ordinance, code, resolution, rule, regulation, judicial decision, requirement, proclamation, order, decree, policy (including the Waterfront Land Use Plan), and Regulatory Approval of any Regulatory Agency with jurisdiction over any portion of the Premises, including Regulatory Approvals issued to Port which require HSH's compliance, and any and all recorded and legally valid covenants, conditions, and restrictions affecting any portion of the Premises, whether in effect when this MOU is executed or at any later time and whether or not within the present contemplation of the parties, as amended from time to time.

**"MOU"** is defined in the preamble to this MOU.

**"Notice of Removal"** is defined in Section 14.3 below.

**"Notice to Vacate"** is defined in Section 4(e) below.

**"Opening Date"** means the date on which HSH opens the Embarcadero S.A.F.E. Navigation Center for occupancy by clients.

**"Operational Term"** is defined in Section 5 below.

**"Option Period"** is defined in Section 6 below.

**"OSHA"** means the United States Occupational Safety and Health Administration.

**"Outreach Zone"** means the area around the Premises bounded by Market Street, Fourth Street and the Bay, and is depicted on Exhibit E.

**"PACMs"** is defined in Section 17.6 below.

**"Permitted Use"** is defined in Section 11.1 below.

**"Person"** means any natural person, corporation, limited liability entity, partnership, joint venture, or governmental or other political subdivision or agency.

**"Port"** means the San Francisco Port Commission.

**"Port program or project"** means (a) any development, removal or renovation, by public and/or private parties, of the building, pier or seawall lot in, on or in the vicinity of the Premises, or (b) with respect to any areas owned by Port or under Port's jurisdiction between and including Piers 80-96, maritime uses (by way of example only and not as a limitation, cargo shipping, fishing, passenger cruises, ship repair, ferries and excursion boats, historic ships and recreational boating), or (c) the Seawall Earthquake Safety Program.

**"Premises"** means the real property described in Section 4(a) below and depicted on Exhibit A.

**"Prohibited Use"** is defined in Section 11.2 below.

**"Regulatory Agency"** means the municipal, county, regional, state, or federal government and their bureaus, agencies, departments, divisions, courts, commissions, boards, officers, or other officials, including BCDC, any Environmental Regulatory Agency, Port (in its regulatory capacity), other departments, offices, and commissions of the City and County of San Francisco (each in its regulatory capacity), Port's Chief Harbor Engineer, the Dredged Material Management Office, the State Lands Commission, the Army Corps of Engineers, the United States Department of Labor, the United States Department of Transportation, or any other governmental agency now or later having jurisdiction over Port property.

**"Regulatory Approval"** means any authorization, approval, license, registration, or permit required or issued by any Regulatory Agency.

"Release" when used with respect to Hazardous Materials means any actual or imminent spilling, introduction, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises, other Port property, or the environment.

"Remediate" or "Remediation" when used with respect to Hazardous Materials means to clean up, abate, contain, treat, stabilize, monitor, remediate, remedy, remove, or otherwise control Hazardous Materials, or to restore the affected area to the standard required by the applicable Environmental Regulatory Agency in accordance with applicable Environmental Laws and any additional Port requirements. "Remediation" also includes the creation of a remedial work plan to be approved by the appropriate Environmental Regulatory Agency when required.

"Rent" means the Base Rent and all other sums payable by HSH to Port hereunder, including, without limitation, any Late Charge, Additional Rents and any interest assessed pursuant to Section 9.

"Repair Period" means two hundred ten (210) days after the date of damage to the Premises by fire or other casualty.

"S.A.F.E. Navigation Center" is defined in Recital D.

"Safety Zone" means the area around the Premises bounded by Harrison Street, Second Street and the Bay, and is set depicted on Exhibit F.

"Sample Good Neighbor Policy" means that draft policy attached to this MOU as Exhibit B.

"Seawall Lot 330" means those two parcels identified as San Francisco Assessor's Block/Lot 3771/002 and Block/Lot 3700/02.

"Security Deposit" means the amount specified in Section 10 below.

"SWPPP" is defined in Section 17.8(a) below.

"Term" is defined in Section 5 below.

"trade fixtures" means those items of personalty, furniture, equipment, machinery used in trade by HSH which are customarily removed without damage to the Premises at the end of a lease term in the ordinary course of businesses of the type operated by HSH at the Premises.

"Utilities" means electricity, water, gas, heat, sewers, oil, telecommunication services and all other Utilities.

"Vacate Date" means the end of the Demolition Period, which will be no later than ninety (90) days after the Expiration Date.

"Work" when used in reference to construction is defined in Section 14.2(c) below.

### **3. EFFECTIVE DATE.**

The Port and HSH hereby mutually agree that the Effective Date is anticipated to be June 1, 2019. Promptly following the actual Effective Date, Port and HSH shall execute an Effective Date and Expiration Date Memorandum substantially in the form attached hereto as Exhibit D, confirming the actual Effective Date and Expiration Date, but either party's failure to do so shall not affect the commencement or expiration of the Term.

### **4. PREMISES.**

(a) For the Rent and subject to the terms and conditions of this MOU, Port hereby grants HSH a personal non-transferable, non-assignable right to use the area located on a portion of Seawall Lot 330, in the City and County of San Francisco, California, shown on Exhibit A, attached hereto and made a part hereof, consisting of approximately 46,659 square feet of paved land (the "Premises").

(b) HSH acknowledges that the Premises is located in residential area adjacent to the Watermark Condominiums.

(c) AS IS CONDITION. HSH ACKNOWLEDGES AND AGREES THAT HSH IS FAMILIAR WITH THE PREMISES, THE PREMISES ARE BEING RENTED BY HSH AND ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT ANY IMPROVEMENTS OR ALTERATIONS BY PORT, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. HSH REPRESENTS AND WARRANTS TO PORT THAT HSH HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF HSH'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR HSH'S BUSINESS AND INTENDED USE. HSH ACKNOWLEDGES AND AGREES THAT NEITHER PORT NOR ANY OF ITS AGENTS HAVE MADE, AND PORT HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RENTABLE AREA OF THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR HSH'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) No Representations. HSH acknowledges that Port has made no representations or warranties concerning the Premises, including without limitation, the seismological condition thereof. By entering onto the Premises under this MOU, HSH acknowledges its receipt of Schedule 2 regarding the presence of certain Hazardous Materials, if any, of the Premises and shall be deemed to have inspected the Premises and accepted the Premises in its "As Is" condition and as being suitable for the conduct of HSH's activity thereon.

(e) No Right to Encroach. If HSH (including, its Agents, successors and assigns) uses or occupies space outside the Premises without the prior written consent of Port (the "Encroachment Area"), then upon written notice from Port ("Notice to Vacate"), HSH shall vacate such Encroachment Area with twenty-four (24) hours of receipt of the Notice to Vacate.

## 5. TERM.

The term (the "Term") shall commence on the Effective Date and shall expire on the earliest of: (i) the Vacate Date, or (ii) the cancellation or termination of the MOU in accordance with its terms. The Embarcadero S.A.F.E. Navigation Center will be operated for a term of twenty-four (24) months (the "Operational Term"), commencing on the Opening Date, as it may be extended by the Option Period pursuant to Section 6 below. The end of the Operational Term shall be the "Expiration Date". There shall be no holding over on a month to month basis after the expiration of this MOU. "Term" shall refer to the total time period during which this MOU exists as a binding agreement between the parties. Due to the lengthened construction and take-down period for the Embarcadero S.A.F.E. Navigation Center, the maximum term of this MOU is approximately fifty-six (56) months with a final termination date of 56 months after the Effective Date. Notwithstanding the foregoing, the Port shall have the right to terminate this MOU in accordance with the provisions of Sections 7, 18 and 22.

## 6. OPTION TO EXTEND TERM.

6.1. Option to Extend. Provided all the terms and conditions of this Section 6 are satisfied by HSH, Port grants to HSH one (1) Option to Extend for two years (the "Option Period"), as to the entire Premises only, commencing upon the first day after the Expiration Date. HSH may exercise the Option to Extend by, not more than one hundred eighty (180) days and not less than ninety (90) days prior to the Expiration Date, (i) demonstrating to the Port Commission that (A) over a two year period, there has been a decrease in the number of

unsheltered homeless people in the Outreach Zone, as set forth on Exhibit E, (B) the City has provided dedicated beat officers (days and hours of patrol to be determined) within the Safety Zone and HSH has provided dedicated cleaning services in the area (days and hours of cleaning to be determined), through a partnership with a nonprofit organization, (C) HSH has provided quarterly reports to the Port that include (x) information on publicly available crime statistics and other community impact measures in the Safety Zone, as set forth on Exhibit F, (y) program utilization and outcomes, (z) cleaning efforts, and (D) HSH and its Embarcadero S.A.F.E. Navigation Center Operator have complied with the Good Neighbor Policy ((A)-(D) collectively referred to as the "**Option Exercise Conditions**"); and (ii) providing Port written notice of its intent to exercise the Option to Extend. If the Port Commission determines that HSH has complied with the Option Exercise Conditions (the "**Port Commission Determination**"), which determination shall occur within 30 days of HSH's invocation of the option, Port Commission shall affirm HSH's exercise of the Option to Extend. Upon receipt by HSH of the Port Commission Determination, HSH's exercise of its Option to Extend shall be irrevocable by HSH. If Port Commission determines that HSH has not satisfied the Option Exercise Conditions then Port may elect, by written notice to HSH, to reject HSH's exercise of the Option to Extend, whereupon the Option to Extend shall be null and void and the Term shall expire on the day the Term would have expired had HSH never exercised the Option to Extend.

**6.2. Base Rent and Other Terms.** Upon the Port Commission Determination, this MOU for the Extension Term shall cover the entire Premises and shall be upon all of the terms, covenants and conditions of this MOU, except that the Expiration Date shall mean the last day of the Extension Term and the Base Rent hereunder shall be determined as set forth in Section 9 (Rental Payments).

**6.3. Port's Right to Terminate.** Notwithstanding the foregoing, the Port shall have the right to terminate this MOU, as it may be extended pursuant to this Section 6, in accordance with the provisions of Sections 7, 18 and 22.

## **7. PORT'S RIGHT OF TERMINATION.**

Port has the right to terminate this MOU under this Section when the Premises is needed in connection with a Port program or project. Port may exercise this right without liability or expense, except as specifically set forth in this Section, upon one hundred eighty (180) days' prior written notice. HSH agrees and shall be required to surrender possession of the Premises by the end of the 180-day period. In no event shall the Port be liable to HSH or any other party for any loss of business or any other costs or losses of any kind or nature whatsoever incurred by HSH or any other party as a result of Port's termination of this MOU under this Section.

## **8. HSH'S RIGHT OF TERMINATION.**

HSH may cancel the agreement upon thirty (30) days written notice to the Port; provided, however, that if HSH has commenced construction of the Initial Improvements, the Term shall not expire until HSH has removed the Initial Improvements from the Premises. HSH shall hold Port harmless from and against any and all loss or liability resulting from HSH's delay in surrendering the Premises including, without limitation, any loss or liability resulting from any claim against Port made by any succeeding tenant or prospective tenant or developer founded on or resulting from such delay and losses to Port due to lost opportunities to lease any portion of the Premises to any such succeeding tenant or prospective tenant or developer, together with, in each case, actual attorneys' fees and costs.

## **9. RENTAL PAYMENTS.**

**9.1. Rent.** Commencing on the Effective Date, HSH will cause Base Rent to be paid on the first day of each calendar quarter during the Term (the "**Due Date**") to Port according to the following schedule:

<i>Monthly Base Rent:</i>	Months	Sq. Ft.	Monthly Base Rate	Total Monthly Base Rent
Construction Period	Period anticipated to be 150 days	46,659	\$0.79	\$36,860.61
Opening Date	1-12	46,659	\$0.79	\$36,860.61
	13-24	46,659	\$0.81	\$37,793.79
Option Period	25-36	46,659	\$0.83	\$38,726.97
	37-48	46,659	\$0.85	\$39,660.15
Demolition Period	Period NTE 90 days	46,659	\$0.81 \$0.85 as applicable	\$37,793.79/ \$39,660.15 as applicable

The Port and HSH will cooperate to establish a work order in the City's financial system to facilitate quarterly payments.

**9.2. Rent Credits.** Port shall deduct from Rent the total amount of the actual cost of infrastructure improvements to the real property that will remain beyond the term of this MOU. Such costs are anticipated to include, but are not be limited to:

Domestic Water & Fire Water Joint Trench Only (Pipe by Others)	53,000
Domestic Water & Fire Water Pipe Installation	80,000
Sewer line including pipe installation, trench, and backfill	53,000
Electrical underground including conduits, trench, and back fill	81,000
Electrical wiring & switchgear	50,000

The actual amount will be provided at construction completion, but shall not exceed \$364,550, and shall be amortized in a rent deduction over the remainder of the initial Operational Term.

## **10. FINANCIAL ASSURANCES.**

Prior to the Effective Date, HSH agrees that it shall encumber funds through a work order to provide the Port with a security deposit of at least \$75,587.58 to secure its obligations under this MOU (the "Security Deposit"). The Security Deposit will not be escalated annually or through the option period, if exercised by the Port and HSH.

## **11. PERMITTED USES.**

**11.1. Permitted Use.** The Premises shall be used for the construction and operation of a 200 bed S.A.F.E. Navigation Center to provide temporary housing and services for individuals experiencing homelessness which may include: food preparation and service, storage of personal property, restroom and personal hygiene facilities, laundry services, provision of social services and kennel services for pets (the "Permitted Use"). The Embarcadero S.A.F.E. Navigation Center will commence and maintain operations with a bed capacity not to exceed 130 beds for the first three (3) months of the Operational Term. The bed count shall not exceed 165 beds during months 4-6 of the Operational Term, and shall operate at the maximum capacity of 200 beds from and after month 7 of the Operational Term.

**11.2. Restrictions On Use/Prohibited Use.** HSH shall not use or permit the Premises, or any part thereof, to be used for any purposes other than the purposes set forth in Section 11.1.

**11.3. Embarcadero S.A.F.E. Navigation Center Operator.** Port acknowledges that HSH will contract with the Embarcadero S.A.F.E. Navigation Center Operator to manage and operate the Embarcadero S.A.F.E. Navigation Center. HSH's contract with the Embarcadero S.A.F.E. Navigation Center Operator shall not be deemed a transfer or sublease hereunder; the Embarcadero S.A.F.E. Navigation Center Operator will be HSH's Agent. The Embarcadero S.A.F.E. Navigation Center Operator must comply with all terms and conditions of this MOU that are applicable to HSH, and with all laws relating to or affecting the condition, use or occupancy of the Premises. A breach by the Embarcadero S.A.F.E. Navigation Center Operator constitutes a breach by HSH. HSH is solely responsible for ensuring that the Embarcadero S.A.F.E. Navigation Center Operator is aware of and complies with all of the applicable provisions of this MOU and HSH acknowledges that HSH shall be subject to default and termination provisions under this MOU if the Embarcadero S.A.F.E. Navigation Center Operator fails to comply with applicable terms and conditions of this MOU. HSH's contract with the Embarcadero S.A.F.E. Navigation Center Operator shall include a good neighbor policy thirty (30) days prior to the Opening Date, in substantially the form of the Sample Good Neighbor Policy attached as Exhibit B. Once HSH and Embarcadero S.A.F.E. Navigation Center Operator have come to agreement on a final good neighbor policy for the Embarcadero S.A.F.E. Navigation Center, HSH shall deliver the final policy to the Port.

## **12. UTILITIES, SERVICES, MAINTENANCE AND REPAIR.**

**12.1. Utilities.** Port has no responsibility or liability of any kind with respect to any utilities that may be on, in, to or under the Premises. HSH shall make arrangements and shall pay all charges for all Utilities to be furnished to the Premises or to be used by HSH, including but not limited to electricity, water, sewer, gas and telephone. The parties agree that any and all utility improvements shall become part of the realty and are not trade fixtures.

**12.2. Services.** Port has no responsibility or liability of any kind with respect to the provision of any services to HSH or on, in, or to the Premises. HSH shall make arrangements and shall pay all charges for all services to be furnished on, in or to the Premises or to be used by HSH, including, without limitation, security service, garbage and trash collection, janitorial service and extermination service.

**12.3. Maintenance and Repair.** HSH shall at all times during the Term, at its sole cost and expense, maintain and repair in good and working order, condition and repair the Premises and all improvements and alterations thereon. Port shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description whatsoever to the Premises or to any improvements or alterations now or hereafter located thereon. In the event that HSH or its Agents or Invitees cause any damage (excepting ordinary wear and tear) to the Premises or any other Port property, HSH shall be responsible and Port may, at its sole and absolute discretion, elect to repair the same itself or require HSH to repair the same, all at HSH's sole cost and expense, provided that Port has given HSH written notice of the need for maintenance and/or

repairs, and an opportunity to cure any defects. Upon receipt of any invoice from Port for costs incurred by Port related to any repair performed by Port in accordance with this Section, HSH shall immediately reimburse Port therefor. This provision shall survive the expiration or earlier termination of this MOU.

HSH agrees to remove all graffiti from the Premises, including from the exterior of any building, within seventy-two (72) hours of HSH's discovery of the graffiti. If HSH requests Port to perform maintenance or repair which are HSH's obligation under this MOU, whether emergency or routine, Port may, in its sole discretion, elect to do so, and Port may charge HSH for the cost of the work performed at the then prevailing standard rates, and HSH agrees to pay said charges to Port promptly upon billing.

HSH shall be responsible for conducting, or causing its Agents to conduct, frequent walk throughs of the area surrounding the Embarcadero S.A.F.E. Navigation Center for trash collection and pick-up and disposal of any of used sharps along the fence on Beale, and The Embarcadero and Bryant Streets.

### **13. INITIAL IMPROVEMENTS.**

Port hereby gives its consent for HSH to install two demountable tensile structures fabricated to serve as dormitories (total of approximately 11,350 sq. ft) and an additional demountable tensile structure of approximately 6,000 sq. ft which shall be used for office space (1,640 sq. ft), a pantry room and community/dining space (2,520 sq. ft) and 1,840 sq. ft of additional support space. Consent is also given for installation of temporary structures for 25 toilets, 6 urinals, and 18 showers and up to 12 shipping containers for client storage (collectively, the "Initial Improvements"). All structures will be anchored as required by code to the parking-lot surface. Fifteen of the existing trees within the parking lot are proposed to be removed and relocated or replaced by new landscaping as feasible.

### **14. ALTERATIONS.**

#### **14.1. Port Consent Required.**

(a) HSH shall not make nor cause or suffer to be made, any Alterations or Improvements to the Premises (i) without the prior written consent of Port, which consent shall not be unreasonably withheld; provided, however, that Port shall have the right in its sole and absolute discretion to consent or to withhold its consent to any Alterations or Improvements which affect the structural portions of the Premises, and (ii) until HSH shall have procured and paid for all Port and other Regulatory Approvals of the various Regulatory Agencies having jurisdiction over the Premises, including, but not limited to, any building or similar permits required by Port or its Chief Harbor Engineer in the exercise of its jurisdiction with respect to the Premises.

(b) HSH shall seek permits for any Alterations or Improvements to the Premises from Port's Chief Harbor Engineer. Port shall follow any such review timelines at set forth by any additional MOU between Port and other City Regulatory Agencies in the spirit of prioritizing review and approval.

(c) None of the following will constitute Alterations or Improvements requiring Port's consent: (i) installation of furnishings, trade fixtures, equipment, or decorative improvements; (ii) painting the interior of the Premises; and (iii) carpeting the Premises.

**14.2. Construction Requirements.** All Alterations and Improvements, including the Initial Improvements, to the Premises made by or on behalf of HSH shall be subject to the following conditions, which HSH covenants faithfully to perform:

(a) All Alterations and Improvements, including the Initial Improvements, shall be performed in a good and workmanlike manner in accordance with plans and specifications previously approved by Port in writing and in compliance with the applicable

building, zoning and other applicable Laws, including, but not limited to, compliance with the ADA, and in compliance with the terms of and conditions imposed in any Regulatory Approval or any permit or authorization for the Premises.

(b) All Alterations and Improvements, including the Initial Improvements, shall be performed at the sole cost and expense of HSH, with reasonable dispatch and prosecuted to completion, and only by duly licensed and bonded contractors or mechanics working under the oversight of a general contractor, who will be subject to any conditions that Port may reasonably impose.

(c) HSH, while performing any subsequent construction or maintenance or repair of the Improvements (for purposes of this Section only, "Work"), shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to adjoining portions of the Premises and Improvements and the surrounding property, or the risk of injury to members of the public, caused by or resulting from the performance of its Work. HSH shall undertake commercially reasonable measures to minimize damage, disruption or inconvenience caused by the Work and make adequate provision for the safety and convenience of all persons affected by the Work. Dust, noise and other effects of the Work shall be controlled using commercially-accepted methods customarily used to control deleterious effects associated with construction projects in populated or developed urban areas. HSH shall erect appropriate construction barricades substantially enclosing the area of such construction and maintain them until the Work has been substantially completed, to the extent reasonably necessary to minimize the risk of hazardous construction conditions.

(d) Without limiting Section 17 below (Hazardous Materials), in the event that asbestos-containing materials ("ACM") are determined to exist in or about the Premises, HSH shall ensure that all Alterations and Improvements and any asbestos related work, as further defined in California Health & Safety Code Section 25914.1(b), is performed in compliance with all Laws relating to asbestos, including but not limited to, Cal-OSHA regulations found in Title 8 of the California Code of Regulations, Sections 1502 and 1529. Additionally, HSH shall distribute notifications to all employees and contractors as required pursuant to California Health & Safety Code Sections 25915 et seq. informing them of the existence of ACM and that moving, drilling, boring, or otherwise disturbing ACM may present a health risk and should not be attempted by an unqualified employee. No Alterations or Improvements affecting ACM-containing areas or any asbestos related work shall be performed without Port's prior written consent in its reasonable discretion.

**14.3. Removal of Improvements.** Prior to the Expiration Date or earlier termination of this MOU, Port may give written notice to HSH (herein "Notice of Removal") specifying the Alterations or Improvements that are designated as HSH's Property as defined in this MOU or as may be specifically provided in the relevant permits or plans approved by Port, which HSH shall be required to remove and relocate or demolish and remove from the Premises in accordance with Section 16. Any such removal is subject to the requirements of this Section, including the requirement to obtain a Port building or similar permit, if applicable. If termination of this MOU is the result of loss or destruction of the Premises or any Improvements thereon, Port shall deliver the Notice of Removal to HSH within a reasonable time after the loss or destruction. HSH shall be obligated at its own expense to remove all Alterations or Improvements specified in the Notice of Removal, including without limitation all telephone wiring and equipment installed by HSH. HSH shall promptly repair, at its own expense, in good and workmanlike fashion any damage occasioned thereby. If HSH fails to complete any required demolition or removal on or before the termination of this MOU, Port may perform such removal or demolition at HSH's expense, and HSH shall reimburse Port within three (3) business days after demand therefor.

**14.4. Removal of Non-Permitted Improvements.** If HSH constructs any Alterations or Improvements without Port's prior written consent or without complying with Section 14.2

above, then, in addition to any other remedy available to Port, Port may require HSH to remove, at HSH's expense, any or all such Alterations or Improvements and to promptly repair, at HSH's expense and in good workmanlike fashion, any damage occasioned thereby. HSH shall pay to Port all special inspection fees as set forth in any applicable building code, standard or regulation, including, without limitation, the Port Building Code, for inspection of work performed without required permits. The foregoing obligation of HSH to reimburse Port for all cost and expenses incurred by Port in connection with HSH's failure to comply with the provisions of Section 13 shall survive the expiration or earlier termination of this MOU.

**14.5. All-Gender Toilet Facilities.** If applicable, HSH shall comply with San Francisco Administrative Code Section 4.1-3 requiring at least one all-gender toilet facility on each floor of any new building on City-owned land and within existing buildings leased by the City, including the Premises, where extensive renovations are made. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities required by this Section. If HSH has any question about applicability or compliance, HSH should contact the Port's Property Manager for guidance.

**14.6. Signs.** HSH shall not install business signage, awnings or other exterior decoration or notices on the Premises without Port's prior written consent. Any sign that HSH is permitted to place, construct or maintain on the Premises shall comply with all Laws relating thereto, including but not limited to, Port's Sign Guidelines, as revised by Port from time to time, and building permit requirements, and HSH shall obtain all Regulatory Approvals required by such Laws. Port makes no representation with respect to HSH's ability to obtain such Regulatory Approval. HSH, at its sole cost and expense, shall remove all signs placed by it on the Premises at the expiration or earlier termination of this MOU.

## **15. COMPLIANCE WITH LAWS AND REGULATIONS.**

**15.1. Compliance With Laws.** HSH, at HSH's sole cost and expense, promptly shall comply with all Laws relating to or affecting the condition, use or occupancy of the Premises.

**15.2. Regulatory Approval.** HSH understands that HSH's operations on the Premises, changes in use, or Improvements or Alterations to the Premises (individually and collectively, "Changes") may require Regulatory Approvals from Regulatory Agencies, including Regulatory Approvals issued by Port in its capacity as a Regulatory Agency. HSH shall be solely responsible for obtaining any such Regulatory Approvals, and HSH shall not seek any Regulatory Approval without first obtaining the prior written approval of Port. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne solely and exclusively by HSH. HSH shall be solely responsible for complying with any and all conditions imposed by Regulatory Agencies as part of a Regulatory Approval; provided, however, HSH shall not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit or other entitlement from any Regulatory Agency (other than Port), if the Port is required to be a co-permittee under such permit or other entitlement, or if the conditions or restrictions it would impose on the project could affect use or occupancy of other areas controlled or owned by the Port or would create obligations on the part of the Port (whether on or off of the Premises) to perform or observe, unless in each instance the Port has previously approved such conditions in writing, in Port's sole and absolute discretion.

Any fines or penalties imposed as a result of the failure of HSH to comply with the terms and conditions of any Regulatory Approval shall be promptly paid and discharged by HSH, and Port shall have no liability, monetary or otherwise, for the fines and penalties. To the fullest extent permitted by Law, HSH agrees to Indemnify Port and its Agents from and against any loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which Port may incur as a result of HSH's failure to obtain or comply with the terms and conditions of any Regulatory Approval.

Without limiting the terms and conditions of Sections 15.2 and 15.3, by signing this MOU, HSH agrees and acknowledges that (i) Port has made no representation or warranty that Regulatory Approvals to allow for the Embarcadero S.A.F.E. Navigation Center or Changes, if any, can be obtained, (ii) although Port is an agency of the City, Port has no authority or influence over any Regulatory Agency responsible for the issuance of such required Regulatory Approvals, (iii) Port is entering into this MOU in its capacity as a landowner with a proprietary interest in the Facility and not as a Regulatory Agency of the City with certain police powers, and (iv) HSH is solely responsible for obtaining any and all required Regulatory Approvals in connection with the Embarcadero S.A.F.E. Navigation Center or any Changes. Accordingly, HSH understands that there is no guarantee, nor a presumption, that any required Regulatory Approvals will be issued by the appropriate Regulatory Agency and Port's status as an agency of the City shall in no way limit the obligation of HSH to obtain approvals from any Regulatory Agencies (including Port) that have jurisdiction over the Facility. HSH hereby releases and discharges Port from any liability relating to the failure of any Regulatory Agency (including Port) from issuing any required Regulatory Approval.

**15.3. Port Acting As Owner of Property.** By signing this MOU, HSH agrees and acknowledges that (i) Port has made no representation or warranty that any required Regulatory Approval can be obtained, (ii) although Port is an agency of City, Port has no authority or influence over any other Regulatory Agency responsible for the issuance of such required Regulatory Approvals, (iii) Port is entering into this MOU in its capacity as a landowner with a proprietary interest in the Premises and not as a Regulatory Agency of City with certain police powers, and (iv) HSH is solely responsible for obtaining any and all required Regulatory Approvals in connection with the Permitted Activity on, in or around the Premises. Accordingly, HSH understands that there is no guarantee, nor a presumption, that any required Regulatory Approval(s) will be issued by the appropriate Regulatory Agency and Port's status as an agency of City shall in no way limit the obligation of HSH to obtain approvals from any Regulatory Agencies (including Port) which have jurisdiction over the Premises. HSH hereby releases and discharges Port from any liability relating to the failure of any Regulatory Agency (including Port) from issuing any required Regulatory Approval.

**15.4. Accessibility.** California Law requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility requirements. The Law does not require landlords to have the inspections performed. HSH is hereby advised that the Premises has not been inspected by a CASp and, except to the extent expressly set forth in this MOU, Port shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is required by Law:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state Law. Although state Law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or HSH from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or HSH, if requested by the lessee or HSH. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Further, HSH is hereby advised that the Premises may not currently meet all applicable construction-related accessibility standards, including standards for public restrooms and ground floor entrances and exits. HSH understands and agrees that HSH may be subject to legal and financial liabilities if the Premises does not comply with applicable federal and state disability access Laws. As further set forth in this Section, HSH further understands and agrees that it is

HSH's obligation, at no cost to Port, to cause the Premises and HSH's uses thereof to be conducted in compliance with the all federal or state disability access Laws.

## **16. SURRENDER.**

Upon the expiration or earlier termination of this MOU, HSH shall surrender to Port the Premises and any pre-existing alterations and improvements in good condition (except for ordinary wear and tear). Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by proper maintenance by HSH, or HSH otherwise performing all of its obligations under this MOU. The Premises shall be surrendered clean, free of debris, waste, and Hazardous Materials, and free and clear of all liens and encumbrances other than liens and encumbrances existing as of the date of this MOU and any other encumbrances created by Port. On or before the expiration or earlier termination hereof, HSH shall remove all of its personal property and, unless Port directs otherwise, any alterations and improvements that HSH has installed with Port's consent, and perform all restoration made necessary by the removal of HSH's personal property.

Without any prior notice, Port may elect to retain or dispose of HSH's personal property and any alterations and improvements that HSH has installed with or without Port's consent that HSH does not remove from the Premises prior to the expiration or earlier termination of this MOU. These items shall be deemed abandoned. Port may retain, store, remove, and sell or otherwise dispose of abandoned property, and HSH waives all Claims against Port for any damages resulting from Port's retention, removal and disposition of such property; provided, however, that HSH shall be liable to Port for all costs incurred in storing, removing and disposing of abandoned property and repairing any damage to the Premises resulting from such removal. HSH agrees that Port may elect to sell abandoned property and offset against the sales proceeds Port's storage, removal, and disposition costs without notice to HSH. HSH hereby waives the benefits of California Civil Code Section 1993 et seq., to the extent applicable.

If HSH fails to surrender the Premises as required by this Section, HSH shall Indemnify Port from all damages resulting from HSH's failure to surrender the Premises, including, but not limited to, any costs of Port to enforce this Section and Claims made by a succeeding tenant resulting from HSH's failure to surrender the Premises as required together with, in each instance, reasonable attorneys' fees and costs.

HSH's obligation under this Section shall survive the expiration or earlier termination of this MOU.

## **17. HAZARDOUS MATERIALS.**

**17.1. Requirements for Handling.** Neither HSH nor its Agents or Invitees may Handle or permit any other person to Handle any Hazardous Material in, on, under or about the Premises or other Port property, subject only to the following exceptions, provided that Handling is at all times in full compliance with all Environmental Laws: janitorial and office supplies in limited amounts customarily used for general office purposes.

**17.2. HSH Responsibility.** HSH agrees to protect its Agents and Invitees in its operations on the Premises from hazards associated with Hazardous Materials in accordance with all Environmental Laws and also agrees, for itself and on behalf of its Agents and Invitees, that during its use and occupancy of the Premises, each of them:

- (a) will not permit any Hazardous Materials to be present in, on, under or about the Premises or other Port property except as permitted under Section 17.1;
- (b) will not cause or permit any Hazardous Material Condition; and
- (c) will comply with all Environmental Laws relating to the Premises and any Hazardous Material Condition, and will not engage in or permit any activity at the Premises,

other Port property, or in the operation of any vehicles or vessels used in connection with the Premises in violation of any Environmental Laws.

**17.3. HSH's Environmental Condition Notification Requirements.**

(a) HSH must notify Port immediately, orally or by other means that will transmit the earliest possible notice to Port staff, followed within twenty-four (24) hours by written notice, of and when HSH learns or has reason to believe Hazardous Materials were Released or, except as allowed under Section 17.1, Handled, in, on, or about the Premises, other Port property, or the environment, or from any vehicles or vessels that HSH or its Agents or Invitees use during HSH's occupancy of the Premises, whether or not the Release or Handling is in quantities that would be required under Environmental Laws to be reported to an Environmental Regulatory Agency.

(b) HSH must notify Port immediately, orally or by other means that will transmit the earliest possible notice to Port staff, followed within twenty-four (24) hours by written notice, and contemporaneously provide Port with an electronic copy, of:

(i) Any notice of the Release or Handling of Hazardous Materials, in, on, or about the Premises, other Port property, or the environment, or from any vehicles or vessels HSH, or its Agents and Invitees uses during HSH's occupancy of the Premises that HSH or its Agents or Invitees provides to an Environmental Regulatory Agency;

(ii) Any notice of a violation, or a potential or alleged violation, of any Environmental Law that HSH or its Agents or Invitees receives from any Environmental Regulatory Agency;

(iii) Any other Environmental Regulatory Action that is instituted or threatened by any Environmental Regulatory Agency against HSH or its Agents or Invitees and that relates to the Release or Handling of Hazardous Materials, in, on, or about the Premises, other Port property, or the environment, or from any vehicles or vessels HSH, or its Agents and Invitees uses during HSH's occupancy of the Premises;

(iv) Any Hazardous Material Claim that is instituted or threatened by any third party against HSH or its Agents or Invitees and that relates to the Release or Handling of Hazardous Materials, in, on, or about the Premises, other Port property, or the environment, or from any vehicles or vessels HSH, or its Agents and Invitees uses during HSH's occupancy of the Premises; and

(v) Any notice of the termination, expiration, or substantial amendment of any Environmental Regulatory Approval needed by HSH or its Agents or Invitees for their operations at the Premises.

(c) HSH must notify Port of any meeting, whether conducted face-to-face or telephonically, between HSH and any Environmental Regulatory Agency regarding an Environmental Regulatory Action. Port will be entitled to participate in any such meetings at its sole election.

(d) HSH must notify Port of any Environmental Regulatory Agency's issuance of an Environmental Regulatory Approval. HSH's notice to Port must state the issuing entity, the Environmental Regulatory Approval identification number, and the date of issuance and expiration of the Environmental Regulatory Approval. In addition, HSH must provide Port with a list of any plan or procedure required to be prepared and/or filed with any Environmental Regulatory Agency for operations on the Premises, including a "Spill Prevention Control and Countermeasure Plan." HSH must provide Port with copies of any of the documents within the scope of this Section upon Port's request.

(e) HSH must provide Port with copies of all communications with Environmental Regulatory Agencies and all non-privileged communications with other persons

regarding potential or actual Hazardous Material Claims arising from HSH's or its Agents' or Invitees' operations at the Premises. Upon Port's request, HSH must provide Port with a log of all communications withheld under a claim of privilege that specifies the parties to and subject of each withheld communication.

(f) Port may from time to time request, and HSH will be obligated to provide, information reasonably adequate for Port to determine that any and all Hazardous Materials are being Handled in a manner that complies with all Environmental Laws.

#### **17.4. Requirement to Remediate.**

(a) HSH's Remediation obligations under this Subsection are subject to Subsection (b).

(i) After notifying Port in accordance with Section 17.3(a), HSH must Remediate at its sole cost in compliance with all Environmental Laws and this MOU, any Hazardous Material Condition occurring during the Term or while HSH or its Agents or Invitees otherwise occupy any part of the Premises. HSH must obtain Port's approval of a Remediation work plan, whether or not required under Environmental Laws, then begin Remediation actions immediately following Port's approval of the work plan and continue diligently until Remediation is complete, as determined by Port, in its reasonable discretion, which shall be provided within ten (10) business day upon receipt of Remediation Work plan or completion of Remediation work as applicable.

(ii) In addition to its obligations under clause (i), before this MOU terminates for any reason, HSH must Remediate at its sole cost in compliance with all Environmental Laws and this MOU: (A) any Hazardous Material Condition caused by HSH's or its Agents' or Invitees' Handling Hazardous Materials during the Term; and (B) any Hazardous Material Condition discovered during HSH's occupancy that any Regulatory Agency requires to be Remediated if Remediation would not have been required but for HSH's use of or Changes to the Premises.

(iii) If Environmental Laws governing Remediation require a remedial action plan, HSH must provide a draft of its plan to Port for comment and approval before submittal to the appropriate Environmental Regulatory Agency, and a copy of the final plan as submitted.

(iv) In all situations relating to Handling or Remediating Hazardous Materials, HSH must take all actions that are reasonably necessary in Port's sole judgment to protect the value of the Premises, such as obtaining Environmental Regulatory Approvals related to Hazardous Materials and taking measures to remedy any deterioration in the condition or diminution of the value of any portion of the Premises in any manner related directly or indirectly to Hazardous Materials.

(b) Unless HSH or its Agents or Invitees Exacerbate the Hazardous Material Condition, HSH will not be obligated to Remediate any Hazardous Material Condition:

(i) caused solely by Port or its Agents during HSH's occupancy of the Premises; or

(ii) arising before the Effective Date or the date of HSH's first use of the Premises, whichever is earlier.

**17.5. Port's Right to Audit.** Port will have the right, but not the obligation, to inspect and audit the Premises for any Hazardous Materials, including the right to Investigate, at reasonable times under Section 19 (Port's Entry on Premises). Port's failure to inspect or obtain samples or to detect conditions attributable to HSH's operations if an inspection is conducted may not be deemed to be a release of any liability for any Hazardous Materials subsequently determined to be HSH's responsibility under this MOU.

**17.6. Notification of Asbestos.** Port hereby notifies HSH, in accordance with the OSHA Asbestos Rule (1995), 59 Fed. Reg. 40964, 29 CFR §§ 1910.1001, 1926.1101 (as amended, clarified and corrected) (OSHA Asbestos Rule); California Health and Safety Code §§25915-259.7 and Cal-OSHA General Industry Safety Order for Asbestos, 8 CCR § 5208, of the presence of ACMs and/or presumed asbestos-containing materials ("PACMs") (as such terms are defined in Cal-OSHA General Industry Safety Order for Asbestos), in the locations identified in the summary/table, if any, set forth in Schedule 1 attached hereto.

This notification by Port is made pursuant to a building inspection survey(s), if any, performed by Port or its contractors qualified to perform an asbestos building survey identified in the summary/table, if any, set forth in Schedule 1 attached hereto. Such survey(s), monitoring data and other information are kept at Port of San Francisco, Pier 1, San Francisco, California, 94111 and are available for inspection upon request.

HSH hereby acknowledges receipt of the notification specified in the first paragraph of Section 17.6 hereof and the notice or report attached as Schedule 1 hereto and understands, after having consulted its legal counsel, that it must make its employees and contractors aware of the presence of ACMs and/or PACMs in or about the Premises in order to avoid or minimize any damage to or disturbance of such ACMs and/or PACMs. HSH further acknowledges its obligations under Cal-OSHA General Industry Safety Order for Asbestos to provide information to its employees and contractors regarding the presence of ACMs and PACMs at the Premises and to provide a training program for its employees that conforms with 8 CCR § 5208(j)(7)(C).

HSH is aware that the presence, or possibility, of asbestos in or about the Premises may limit HSH's ability to construct Alterations to the Premises without HSH first performing abatement of such asbestos. The presence of asbestos in the Premises and the removal or non-removal by Port of all or a portion of the asbestos in the Premises, shall not, however, (i) entitle HSH to any Claim, (ii) relieve HSH of any of its obligations hereunder, including without limitation the obligation to pay Rent, (iii) constitute or be construed as a constructive or other eviction of HSH, or (iv) constitute or be construed as a breach of Port's covenant assuring HSH's quiet enjoyment of the Premises. Notwithstanding any other provisions of this MOU, HSH agrees to Indemnify Port for HSH's acts or omissions that result in (1) asbestos-related enforcement actions, including both administrative or judicial proceedings, and (2) any Claims arising from an alleged violation of Cal-OSHA General Industry Safety Order for Asbestos and/or exposures to asbestos.

**17.7. Notification of Lead.** Port hereby notifies HSH of the potential presence of lead-containing and presumed lead-containing materials in the Premises. Disturbance or removal of lead is regulated by, among other Laws, 29 CFR §§ 1910.1025, 1926.62; California Health & Safety Code §§ 105185-105197 and 105250-105257; Cal-OSHA Construction Safety Order for Lead, Title 8 CCR § 1532.1; Title 17 CCR Chapter 8; and Port Building Code § 3424.

HSH is aware that the presence, or possibility, of lead in or about the Premises may limit HSH's ability to perform any Improvements or Alterations to the Premises without HSH first performing abatement of such lead. The presence of lead in the Premises and the removal or non-removal by Port of all or a portion of the lead in the Premises shall not, however, (i) entitle HSH to any Claim, (ii) relieve HSH of any of its obligations hereunder, including without limitation the obligation to pay Rent, (iii) constitute or be construed as a constructive or other eviction of HSH, or (iv) constitute or be construed as a breach of Port's covenant assuring HSH's quiet enjoyment of the Premises. Notwithstanding any other provisions of this MOU, HSH agrees to Indemnify Port for its acts or omissions that result in (1) lead-related enforcement actions, including both administrative or judicial proceedings, and (2) any Claims arising from an alleged violation of Cal-OSHA Construction Safety Order for Lead and/or exposures to lead.

#### **17.8. Storm Water Pollution Prevention.**

(a) HSH must comply with the applicable provisions of the Statewide General Permit for Discharge of Industrial Storm Water issued by the State Water Resources Control Board, including filing a Notice of Intent to be covered, developing and implementing a site-specific Storm Water Pollution Prevention Plan ("SWPPP"), and conducting storm water monitoring and reporting. HSH's SWPPP and a copy of a Notice of Intent for HSH's Premises must be submitted to Port's Real Estate Division before beginning operations on the Premises.

(b) In addition to requiring compliance with the permit requirements under Subsection (a), HSH shall comply with the post-construction stormwater control provisions of the Statewide General Permit for Discharge of Stormwater from Small Municipalities and the San Francisco Stormwater Design Guidelines, subject to review and permitting by the Port's Engineering Division.

**17.9. Presence of Hazardous Materials.** California Law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, HSH is hereby advised that Hazardous Materials (as herein defined) may be present on or near the Premises, including, but not limited to, vehicle fluids, janitorial products, tobacco smoke, and building materials containing chemicals, such as asbestos, naturally-occurring radionuclides, lead and formaldehyde. Further, the following known Hazardous Materials are present on the property: asbestos in building, if any, as described in Schedule 1 attached hereto, naturally occurring asbestos, contamination commonly found in fill, petroleum contamination, lead-based paint, etc. and the Hazardous Materials described in the reports listed in Schedule 2, copies of which have been delivered to or made available to HSH. By execution of this MOU, HSH acknowledges that the notice set forth in this Section satisfies the requirements of California Health and Safety Code Section 25359.7 and related Laws. HSH must disclose the information contained in this Section 17.9 to any licensee, transferee, or assignee of HSH's interest in this MOU. HSH also acknowledges its own obligations pursuant to California Health and Safety Code Section 25359.7 as well as the penalties that apply for failure to meet such obligations.

**17.10. Survival.** HSH's obligations under Section 17 shall survive the expiration or earlier termination of this MOU.

#### **18. DAMAGE AND DESTRUCTION.**

**18.1. Damage and Destruction.** If the Premises is damaged by fire or other casualty, then Port shall repair the same provided that funds for such repairs are appropriated by Port, in its sole discretion, for such purpose and that such repairs can be made within the Repair Period. In the event such conditions are satisfied, this MOU shall remain in full force and effect except that so long as such damage or casualty is not attributable to HSH, its Agents or Invitees, HSH shall be entitled to a proportionate reduction of Rent during the Repair Period based upon the extent to which such damage and the making of such repairs materially interferes with HSH's use or occupancy of the Premises less any insurance proceeds HSH receives, which proceeds are to be applied against the payment of Rent during any Repair Period.

Port shall use its commercially reasonable efforts to notify HSH within ninety (90) days after the date of such damage whether or not such repairs can be made within the Repair Period, and Port's determination thereof shall be binding on HSH. If such repairs cannot be made within the Repair Period, Port shall have the option to notify HSH of: (a) Port's intention to repair such damage and diligently prosecute such repairs to completion within a reasonable period after the Repair Period, subject to appropriation of funds, in which event this MOU shall continue in full force and effect and the monthly Rent shall be reduced as provided herein; or (b) Port's election to terminate this MOU as of the date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given by Port. In case of termination, the monthly Rent shall be reduced as provided above, and HSH shall pay such reduced monthly Rent up to the date of termination.

If Port elects not to appropriate funds for such repair, Port shall give written notice to HSH within sixty (60) days after the date Port elects not to appropriate funds of its election to terminate this MOU as of the date specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after notice is given by Port. In case of termination, the monthly Rent shall be reduced as provided above, and HSH shall pay such reduced monthly Rent up to the date of termination.

If at any time during the last six (6) months of the Term of this MOU, the Premises is damaged or destroyed, then either Port or HSH may terminate this MOU by giving written notice to the other party of its election to do so within thirty (30) days after the date of the occurrence of such damage; provided, however, HSH may terminate only if such damage or destruction substantially impairs its use or occupancy of the Premises for the Permitted Use. The effective date of termination shall be specified in the notice of termination, which date shall not be more than thirty (30) days from the date of the notice.

Notwithstanding anything to the contrary in this MOU, (i) Port shall have no obligation to repair the Premises, (ii) HSH shall not be entitled to any abatement of Rent, and (iii) HSH shall not be entitled to terminate this MOU, in the event the damage or destruction is attributable to any act or omission of HSH, its Agents, or Invitees. In no event shall Port be required to repair any damage to HSH's Property or any paneling, decorations, railings, floor coverings, or any Improvements installed or made on the Premises by or at the expense of HSH. In the event the Premises is substantially damaged or destroyed and Port intends to rebuild for public purposes inconsistent with this MOU, Port may terminate this MOU upon written notice to HSH.

**18.2. Waiver.** Port and HSH intend that the provisions of Section 18 govern fully in the event of any damage or destruction and accordingly, Port and HSH each hereby waives the provisions of Section 1932, subdivision 2, Section 1933, subdivision 4, Sections 1941 and 1942 of the Civil Code of California or under any similar Law now or hereafter in effect.

## **19. PORT'S ENTRY ON PREMISES.**

**19.1. Entry for Inspection.** Port shall have the right to enter the Premises upon reasonable notice at any time during normal business hours of generally recognized business days, provided that HSH is present on the Premises (except in the event of an emergency), for the purpose of inspecting the Premises to determine whether the Premises are in good condition and whether HSH is complying with its obligations under this MOU.

**19.2. General Entry.** Port and its authorized Agents shall have the right to enter the Premises at all reasonable times and upon reasonable notice to conduct any necessary maintenance, repairs or restoration or to perform any activities which Port has the right or obligation to perform to the Premises or areas adjacent to the Premises in its capacity as a landlord; and to do any other act or thing necessary for the safety or preservation of the Premises or areas adjacent to the Premises.

**19.3. Emergency Entry.** Port may enter the Premises at any time, without notice, in the event of an emergency. Port shall have the right to use any and all means which Port may deem proper in such an emergency in order to obtain entry to the Premises. Entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of HSH from the Premises or any portion of them.

**19.4. No Liability.** Port shall not be liable in any manner, and HSH hereby waives any claim for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damage, including without limitation any abatement or reduction in Rent, arising out of Port's entry onto the Premises as provided in this Section 19 or performance of any necessary or required work on the Premises, or on account of bringing necessary materials, supplies and equipment into or through the Premises during the course thereof, except damage resulting solely from the willful misconduct of Port or its authorized representatives.

**19.5. Non-Disturbance.** Port shall use its commercially reasonable efforts to conduct its activities on the Premises as allowed in this Section 19 in a manner which, to the extent reasonably practicable, will minimize annoyance or disturbance to HSH.

## **20. PROPERTY USE CONDITIONS.**

**20.1. Requirement that Premises be Used.** HSH shall continuously use the Premises for the uses specified in this MOU.

**20.2. Mineral Rights.** The State of California ("State"), pursuant to Section 2 of Chapter 1333 of the Statutes of 1968, as amended, has reserved all subsurface mineral deposits, including oil and gas deposits, on or underlying the Premises and HSH acknowledges such reserved rights including necessary ingress and egress rights. In no event shall Port be liable to HSH for any Claims arising from the State's exercise of its rights nor shall such action entitle HSH to any abatement or diminution of Rent or otherwise relieve HSH from any of its obligations under this MOU.

## **21. INSURANCE.**

**21.1. Insurance.** HSH shall require the Embarcadero S.A.F.E. Navigation Center Operator to maintain, during such time that it is acting as HSH's agent to operate the Embarcadero S.A.F.E. Navigation Center, insurance as follows:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) 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; and

(c) 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.

(d) Other Coverage. Such other insurance as required by Law or as City's Risk Manager may require.

**21.2. Additional Requirements.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insureds the City and County of San Francisco and the Port of San Francisco, and their Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**21.3. Claims Made Policy.** Should any of the required insurance be provided under a claims-made form, the Embarcadero S.A.F.E. Navigation Center Operator shall maintain such coverage continuously throughout the Term and, without lapse, for three (3) years beyond the expiration of this MOU, to the effect that, should occurrences during the Term give rise to claims made after expiration of this MOU, such claims shall be covered by such claims-made policies.

**21.4. Annual Aggregate Limit.** 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 annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

**21.5. General Insurance Matters.** All liability insurance policies required to be maintained by the Embarcadero S.A.F.E. Navigation Center Operator hereunder shall contain a cross-liability clause, shall name as additional insureds by written endorsement the "CITY AND

COUNTY OF SAN FRANCISCO AND THE SAN FRANCISCO PORT COMMISSION AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS," shall be primary and non-contributory to any other insurance available to the additional insureds with respect to claims arising under this MOU, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability.

## **22. DEFAULT; REMEDIES.**

Subject to the cure periods provided below, any of the following shall constitute an event of default (the "Event of Default") by HSH hereunder:

- (a) Failure to pay to Port any Rent or other sum payable hereunder when due;
- or
- (b) abandonment or vacation of the Premises by HSH; or
  - (c) failure to use the Premises solely for the Permitted Use; or
  - (d) failure to comply with the Good Neighbor Policy governing the operations of the Navigation Center, attached hereto as Exhibit B; or
  - (e) an assignment, sublease or other of this MOU.

Any of the events identified above shall become an Event of Default if HSH does not cure such default within forty-eight (48) hours after written notice from Port. If such default cannot reasonably be cured within such forty-eight (48) hours period, HSH shall not be in default of this MOU if HSH commences to cure the default within such forty-eight (48) hour period and diligently and in good faith continues to cure the default; provided, however, in no event shall HSH have more than thirty (30) days to cure such default.

Upon the occurrence of an Event of Default by HSH, Port may at its option, and without further notice or demand of any kind to HSH or to any other person, terminate HSH's right to possession of the Premises and this MOU.

## **23. ASSIGNMENT AND SUBLETTING.**

Assignment or subletting is strictly prohibited under this MOU.

## **24. DAMAGES.**

It is the understanding of the parties that Port shall not expend any funds due to or in connection with HSH's use of the Premises, including without limitation HSH's Improvements, except as otherwise specifically set forth in this MOU. Therefore, HSH agrees to be responsible for all costs associated with all claims, damages, liabilities or losses which arise (i) as a result of the handling of Hazardous Materials on or about the Premises by HSH, its agents or invitees, and its contractors and their subcontractors, agents and invitees; (ii) out of any injuries or death of any person or damage of any property occurring in, on or about the Premises or which arise as a result of HSH's or its agents' or invitees' act or omission; or (iii) out of HSH's failure to comply with the terms of this MOU, including, without limitation, compliance with all Laws and Regulatory Approvals. The foregoing obligation of HSH shall survive the expiration or termination of this MOU. In addition, HSH will ensure that Port is indemnified to the same extent that HSH is indemnified by its vendors, contractors or agents conducting any activities on the Premises.

## **25. NOTICES.**

All notices, demand, consents or approvals which are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of Port and HSH as shall from time

to time be designated by the parties for the receipt of notice, or when deposited in the United States mail, postage prepaid, and addressed, to:

If to Port:                      Director of Real Estate  
                                        Port of San Francisco  
                                        Pier 1  
                                        San Francisco, CA 94111  
                                        FAX No: (415) 274-0508  
                                        Telephone No: (415) 274-0501

And if to HSH to:              San Francisco Department of Homelessness and Supportive  
                                        Housing  
                                        City and County of San Francisco  
                                        Attention: Scott Walton  
                                        P.O. Box 427400  
                                        San Francisco, CA 94142-7400

Tel: (415) 355-5326

**26. SUCCESSORS AND ASSIGNS.**

The covenants and conditions contained herein shall inure and bind the heirs, successors, executors and assigns of the Port and the HSH.

**27. SEVERABILITY.**

The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

**28. COOPERATION.**

Subject to the terms and conditions of this MOU, Port and HSH agree to use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU and HSH's request for the use of the Premises as expeditiously as practicable, including performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to both parties. Nothing in this MOU in any way limits the right of either party, or any department, board or commission with jurisdiction over the matters addressed in this MOU, to exercise any discretion available to such party, department, board or commission with respect to the same. In addition to any conditions described in this MOU, the obligations of Port and HSH are expressly subject to the receipt of all legally required approvals following environmental review.

**29. MISCELLANEOUS.**

**29.1. Modification.** This MOU may be amended or modified only by a writing signed by Port and HSH.

**29.2. Waiver.** No waiver by any party of any of the provisions of this MOU will be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such waiver.

**29.3. Integration.** This MOU (including any exhibits) contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

**29.4. *Applicable Laws.*** All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and federal laws.

**29.5. *Parties.*** References to Port and HSH include their respective employees, agents, invitees, contractors, vendors any other person whose rights arise through them.

**29.6. *No Third Party Beneficiary Rights.*** The parties do not intend to confer, and this MOU shall not be construed to confer, any rights or any benefits to any person other than the parties. No person not a party to this MOU shall have any right to enforce any terms of this Agreement.

**30. ENTIRE AGREEMENT**

This MOU (including attached exhibits) contains the entire understanding between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

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AGREED TO AS WRITTEN ABOVE:  
CITY AND COUNTY OF SAN FRANCISCO  
a municipal corporation, through the PORT  
COMMISSION

By:   
ELAINE FORBES  
Executive Director  
Port of San Francisco

Date: June 25, 2019

AGREED TO AS WRITTEN ABOVE:  
SAN FRANCISCO DEPARTMENT OF  
HOMELESSNESS AND SUPPORTIVE  
HOUSING

By:   
JEFF KOSITSKY  
Director  
San Francisco Homelessness and  
Supportive Housing

Date: 6/25/19

REVIEWED:  
**DENNIS J. HERRERA, City Attorney**

By:   
Annette Mathai-Jackson  
Deputy City Attorney

Prepared by: Kimberley Beal, Property Manager KB (initial)

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**EXHIBIT A**  
**DEPICTION OF PREMISES**

INITIALS: PORT:

KB, JK

TENANT:

JK

DATE:

6/25/19

EXHIBIT A

BEALE STREET

BRYANT STREET

STREET

CONDO PARCEL

AREA = 46,659 SQ FT

143.00'

158.00'

THE EMBARCADERO

PIER 30/32



MOU

M-16518



SAN FRANCISCO PORT COMMISSION  
PORT OF SAN FRANCISCO  
DEPARTMENT OF ENGINEERING

TENANT

THE SAN FRANCISCO DEPARTMENT  
OF HOMELESSNESS AND  
SUPPORTIVE HOUSING

DRAWN BY: J. DOMINGUEZ

DATE: APRIL 17TH, 2019

CHECKED BY: K. BEAL

SCALE: 1" = 85'

PLACE CODE NO.

3300-00

SHEET NO. 1

OF 1 SHEETS



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## EXHIBIT B

### SAMPLE GOOD NEIGHBOR POLICY

“Good Neighbor Policies” are commonly included in City contracts in order to support productive and communicative relationships between service organizations and the communities/neighborhoods in which they are located. Organizations who wish to operate the contracted services or facilities, agree to follow all provisions of the policy.

The Department of Homelessness and Supportive Housing will include a Good Neighbor Policy in its contract or grant agreement with the operator of the S.A.F.E. Navigation Center located at Seawall Lot 330 (“**Embarcadero S.A.F.E. Navigation Center**”) with the same or similar language to the following provisions. This policy is part of the scope of work within the contract or grant and will include the provisions outlined below.

The non-profit agency contracted to operate the Embarcadero S.A.F.E. Navigation Centers will:

- A. Work with neighbors, DSHS, SFPD, Public Works, DPH and other relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed.
- B. Assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
- C. provide a phone number to all interested neighbors that will be answered at all times by a manager or other responsible person who has the authority to respond to complaints and issues at the Embarcadero S.A.F.E. Navigation Center as they arise.
- D. Minimize the impact on the neighborhood of Embarcadero S.A.F.E. Navigation Center guests entering, exiting, or waiting for services. The Embarcadero S.A.F.E. Navigation Center will do this by limiting referrals, not allowing walk-ins, and having 24/7 access to the site for registered guests.
- E. Actively discourage and address excessive noise from program clients and others who may be just outside the program site.
- F. Actively discourage loitering in the area immediately surrounding the program. Coordinate with other service providers and City agencies, as necessary, to address this issue.
- G. In conjunction with the DSHS and other City agencies, inform neighborhood businesses and residents of the services available at the Embarcadero S.A.F.E. Navigation Center and how individuals are referred.
- II. Implement management practices necessary to insure that staff and clients maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
1. Take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.

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## EXHIBIT C

### RENTAL RATE METHODOLOGY

1. The rental rate based on the parking lot operator's projected revenue for Seawall Lot 330 for fiscal year 2018/2019 is as follows:
  - a. Total projected parking rent for Seawall Lot 330 = \$990,000/year
  - b. Rental rate = \$990,000 divided by 100,598 sq ft divided by 12 months = **\$0.82/sq ft per month**
2. Based on actual revenues for fiscal year 2017/2018 and the percentage increase in revenue from the previous year, the monthly rate per square foot was calculated as follows:
  - a. Parking lot revenue for Seawall Lot FY 17-18: \$817,484.59 x 17% = \$956,456.97/year
  - b. Rental rate = \$956,456.97/year divided by 100,598 sq ft divided by 12 months = **\$0.79/sq ft per month**

**EXHIBIT D**

**EFFECTIVE DATE AND EXPIRATION DATE MEMORANDUM**

Port: **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation,  
operating by and through the **SAN FRANCISCO PORT COMMISSION**

HSH: **SAN FRANCISCO DEPARTMENT OF HOMELESSNESS AND  
SUPPORTIVE HOUSING**, a department of the **CITY AND COUNTY OF  
SAN FRANCISCO**, a municipal corporation

MOU Number:

MOU Date:

Premises: A portion of Seawall Lot 330  
San Francisco, California

The Effective Date of the MOU is hereby established as \_\_\_\_\_, 20\_\_\_\_ and the  
Expiration Date as \_\_\_\_\_, 20\_\_\_\_.

**PORT:** **CITY AND COUNTY OF SAN FRANCISCO**,  
a municipal corporation, operating by and through the  
**SAN FRANCISCO PORT COMMISSION**

By: \_\_\_\_\_  
Michael J. Martin  
Deputy Director, Real Estate and Development

Date Signed: \_\_\_\_\_

**HSH:** **SAN FRANCISCO DEPARTMENT OF HOMELESSNESS AND  
SUPPORTIVE HOUSING**, a department of the **CITY AND COUNTY OF  
SAN FRANCISCO**, a municipal corporation

By:  \_\_\_\_\_  
Name: Jeff Kositsky  
Title: Director

Date Signed: \_\_\_\_\_

**EXHIBIT E**  
**OUTREACH ZONE**



Initial:	
Port:	KB
Tenant:	

# EXHIBIT F

## SAFETY ZONE



**SCHEDULE 1**  
**ASBESTOS NOTICE**

(To be attached.)

**NOTICE TO EMPLOYEES,  
OWNERS, LESSEES, SUBLESSEES, AGENTS AND CONTRACTORS**

**ASBESTOS IN BUILDINGS**

**FOR PERIOD THROUGH: March 2014**

It is the responsibility of the master tenant to provide this notice to any subtenant within their leasehold.

In January of 1989, Assembly Bill 3713 was signed into law and added to the California Health and Safety Code. This bill provides for written notice to employees concerning specific matters related to working in a building with asbestos containing construction materials. It applies to building built before 1979 where the owner knows that the building contains asbestos-containing materials; it does not require that a building be surveyed to determine the presence of asbestos.

**WHAT IS ASBESTOS?**

Asbestos is a naturally occurring group of fibrous minerals which have been used extensively in public buildings, apartment buildings and homes. Asbestos was incorporated into pipe insulation, acoustic plaster, acoustic tile, duct and furnace insulation, floor tiles, textiles and hundreds of other building materials. In most City buildings, asbestos is located in insulation on piping systems, acoustic plaster on ceilings, acoustic ceiling tiles, vinyl asbestos floor tiles, and structural fireproofing. Asbestos may be found in soils as well, especially if soil is non-native or commingled with municipal waste (land fill).

**WHY IS ASBESTOS HAZARDOUS?**

Asbestos is a concern because of the potential health risks associated with breathing asbestos fibers. It is important for you to know that most people with asbestos-related diseases were asbestos workers before 1972. These workers were repeatedly exposed to high levels of asbestos each working day with little or no protection. Asbestos workers today are required to follow specific work practices and wear appropriate protection to minimize exposure.

Significant exposure to asbestos fibers can lead to asbestosis and certain forms of cancer. Asbestosis is one of the many dust-related lung diseases. It is associated with chronic exposure to relatively high levels of asbestos and is characterized by the permanent deposition of asbestos fibers in the respiratory tract. The earliest and most prominent clinical finding, breathlessness upon exertion, rarely becomes apparent until at least a decade of exposure.

In addition to asbestosis, the association of asbestos and lung cancer has been well established over the past two decades. Scientists have studied insulation and shipyard workers who were exposed to HIGH AIRBORNE LEVELS of asbestos. These studies indicated that asbestos workers were about five times as likely to get lung cancer as non-asbestos workers who did not smoke. Asbestos workers who also smoke were found to be at much greater risk (about 50 times) of dying of lung cancer than non-smoking non-asbestos workers. Mesothelioma, a rare form of cancer of the chest or abdominal cavity, occurs among occupational groups exposed to certain types of asbestos.

**ASBESTOS SAMPLING RESULTS**

A variety of exposure standards and health action levels have been established for various purposes:

The Occupational Safety and Health Administration (OSHA) asbestos standards (Title 29 of the Code of Federal Regulations), which apply to employees who actually work with asbestos, mandate a permissible exposure limit (PEL) of 0.1 fibers per cubic centimeter of air (f/cc) determined as an 8 hour time weighted average (TWA) and an excursion limit of 1 f/cc as a 30 minute TWA. When employees are exposed at these levels, OSHA and Cal/OSHA (Title 8 of the California Code of Regulations) require medical monitoring and other control methods.

The Environmental Protection Agency (EPA) has recommended a "clearance level" for asbestos of 0.01 f/cc, as measured by phase contrast microscopy (PCM). If measured by the transmission electron microscopy (TEM) method described in 40 CFR Part 763, the Asbestos Hazard Emergency Response Act (AHERA), the clearance level is either 0.02 structure/cc or 70 structures per square millimeter of filter (s/mm<sup>2</sup>). This means that once an operation involving asbestos (such as removal) is complete, the area is "safe" for re-occupancy as long as the asbestos air concentrations are less than or equal to the "clearance level". These same levels have also been adopted in the California Education Code (Section 494200.7) as the school abatement clearance level.

The state of California has an additional requirement relating to disclosure of the presence of asbestos. Proposition 65, which was voted into law by the state citizens, basically requires posting of area where anyone is exposed to a carcinogen at a level where there is a significant risk of cancer. The California Health and Welfare Agency has established this level at 100 fibers of asbestos per day.

### GENERAL PROCEDURES AND HANDLING RESTRICTIONS

As you can see, the concern is with asbestos fibers in the air. When asbestos materials are in good condition, it is unlikely that fibers will be released into the air, unless the asbestos materials are damaged or disturbed. Asbestos-containing materials must not be disturbed so that fibers do not get into the air. Do not cut into, drill into, nail, or pin anything onto, sand, move bump, rub against or otherwise disturb any asbestos containing materials. If you should discover any damaged asbestos-containing material, do not touch it; do not attempt to clean it up. Contact your supervisor or property manager immediately and report the situation.

City employees required to enter areas and perform work activities that might involve the disturbance of asbestos materials have been trained in the proper procedures to minimize exposure. Work that requires major disturbances of asbestos materials (such as removal) is performed under specifications which include work practice procedures, removal techniques, clean up and clearance air sampling.

If any construction, maintenance, or remodeling is conducted in an area of the building where there is the potential for employees to come in contact with, or release or disturb asbestos containing building materials, it is required that the area be posted with a clear and conspicuous warning sign. The warning sign must read:

**"CAUTION. ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT"**

Much of this information may be new to you. If you have questions about asbestos, you may call the Department of Public Health Bureau of Environmental Health Management at 252-3800.

This written announcement fulfills the asbestos notification requirement of Division 20, Chapter 10.4, Section 25915 of the California Health and Safety Code (Assembly Bill 3713).

### SITE SPECIFIC INFORMATION

At this time, the Port has not sampled for asbestos in your building. The following materials, if present in your building, are assumed to contain asbestos and should be treated as such:

Insulation on pipes and ducts; Fireproofing; Drywall and associated taping compound; Plaster; Texturing or acoustic materials on walls or ceilings; Stucco; ceiling tiles; floor tiles or sheet flooring; roofing; fire door core insulation; carpet, baseboard, flooring, and ceiling tile mastics; window glazing compound; ceramic tile grout and mastic. Asbestos may also be found in soil due to natural or man-made conditions.

These materials must not be drilled into, sanded, demolished or otherwise disturbed by unauthorized personnel. Prior to any renovation activities or other activities which may disturb asbestos, please contact your property manager.

The asbestos coordinator for this building is Tim Felton, who can be reached at 274-0582.

Initial:	
Port:	KB
Tenant:	

**SCHEDULE 2**  
**HAZARDOUS MATERIALS DISCLOSURE**  
(To be attached.)

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**Environmental Reports and Documents Regarding Hazardous Materials**

**SF Department of Homelessness and Supportive Housing**

**April 2019**

**Seawall Lot 330**

Site Mitigation Plan, Bryant Street Seawall Lot Project, Bryant and Beale Streets, Fugro West, Inc.,  
1/1/2004.

<b>Initial:</b>	
<b>Port:</b>	
<b>Tenant:</b>	

Initial:	
Port:	
Tenant:	

## EFFECTIVE DATE AND EXPIRATION DATE MEMORANDUM

Port: **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation,  
operating by and through the **SAN FRANCISCO PORT COMMISSION**

HSH: **SAN FRANCISCO DEPARTMENT OF HOMELESSNESS AND  
SUPPORTIVE HOUSING**, a department of the **CITY AND COUNTY OF  
SAN FRANCISCO**, a municipal corporation

MOU Number: M-16518

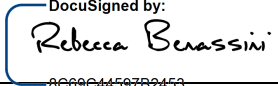
MOU Date: April 24, 2019

Premises: A portion of Seawall Lot 330  
San Francisco, CA

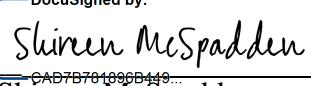
The Parties acknowledge and agree as follows:

Effective Date: July 1, 2019;  
Rent Commencement Date: July 1, 2019;  
Opening Date: December 30, 2019;  
Option Period: December 30, 2021 through December 29, 2023;  
Expiration Date: December 29, 2023; and  
Vacate Date: March 1, 2024.

PORT: **CITY AND COUNTY OF SAN FRANCISCO**, a municipal  
corporation, operating by and through the **SAN FRANCISCO  
PORT COMMISSION**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Rebecca Benassini  
Title: Deputy Director of Real Estate and Development  
Date Signed: 11/3/2021

HSH: **SAN FRANCISCO DEPARTMENT OF HOMELESSNESS AND  
SUPPORTIVE HOUSING**, a department of the **CITY AND COUNTY  
OF SAN FRANCISCO**, a municipal corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Shireen McSpadden  
Title: Executive Director  
Date Signed: 11/2/2021

President, District 3  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Tel. No. 554-7450  
Fax No. 554-7454  
TDD/TTY No. 544-6546

Aaron Peskin

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**PRESIDENTIAL ACTION**

Date: 3/7/2023

To: Angela Calvillo, Clerk of the Board of Supervisors

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Madam Clerk,

Pursuant to Board Rules, I am hereby:

☒ Waiving 30-Day Rule (Board Rule No. 3.23)

File No. 230215 Peskin  
(Primary Sponsor)

Title. Ordinance appropriating \$25,000,000 of General Fund General  
Reserves for street cleaning and graffiti abatement in the Department of

☒ Transferring (Board Rule No 3.3)

File No. 230226 Mayor  
(Primary Sponsor)

Title. Grant Agreement Amendment - Five Keys Schools and Programs -  
Embarcadero SAFE Navigation Center - Not to Exceed \$36,621,656

From: Homelessness + Behavioral Health<sup>select</sup> Committee

To: Budget & Finance Committee

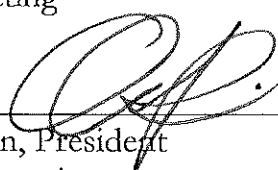
☐ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: Replacing Supervisor:

For: Meeting  
(Date) (Committee)

Start Time: End Time:

Temporary Assignment: ☒ Partial ☐ Full Meeting

  
Aaron Peskin, President  
Board of Supervisors



## San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 230226

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Bryn Miller	(9780 460-2875
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Five Keys Schools and Programs	<b>TELEPHONE NUMBER</b> (415) 734-3310
<b>STREET ADDRESS (including City, State and Zip Code)</b> 70 Oak Grove Street, San Francisco, CA 94107	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 230226
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$36,621,656		
<b>NATURE OF THE CONTRACT (Please describe)</b> Amendment to extend the term and increase the total not-to-exceed amount of HSH's grant agreement with Five Keys Schools and Programs for services at the Embarcadero SAFE Navigation Center.		

7. COMMENTS

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

**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Good	Steve	CEO
2	West	Antonette	CFO
3	Graham	Elyse	COO
4	Eaton	Tijanna	Board of Directors
5	Schwartz	Sunny	Board of Directors
6	Ginorio	Delia	Board of Directors
7	Horne	Freya	Board of Directors
8	Miyamoto	Paul	Board of Directors
9	Hennessey	Michael	Board of Directors
10	Bayview Hunters Point Fnd.		Subcontractor
11			
12			
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19			

**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

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

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

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board