



## **MEMORANDUM OF UNDERSTANDING**

Tipping Point is sponsoring a consulting engagement to assist the Department of Homelessness and Supportive Housing (HSH) in developing racial equity plans for both HSH and the Homelessness Response System (Project) with a value of \$99,999 (the “Gift” or “Engagement”) for the first phase of the Project, pursuant to the terms outlined below (the “Agreement”), dated as of September 24, 2020. Tipping Point may consider gifting additional consulting services for a second phase of this Project. As a condition of receiving the Gift, the Parties agree to the following:

### **1. THE PURPOSE OF THE ENGAGEMENT**

Tipping Point is retaining the services of an experienced consultant (or group of consultants) (“Diversity, Equity and Inclusion (DEI) Consultant”) to assist HSH in developing racial equity plans for both HSH and the Homelessness Response System based on internal and external assessments and analysis and supporting the Department in building a shared language and culture of racial equity (“Gift Purpose”).

In no event, will the engagement be focused on other services/topics or utilized in a manner that violates the terms of this MOU.

### **2. TIMING OF THE ENGAGEMENT**

The Engagement commences upon the selection of the consultant through completion of Phase One of the Project. Tipping Point may, in its sole discretion, engage a DEI Consultant for Phase Two of this Project, as an additional gift to HSH. The term may be impacted based on the requirement for the Recipient to receive approval to accept the Gift from Tipping Point by the City and County of San Francisco’s Board of Supervisors prior to beginning the engagement.

### **3. PAYMENT FOR THE ENGAGEMENT**

- a) Tipping Point will select the DEI Consultant in conformance with its procurement process in its sole discretion, enter into a contract and pay DEI Consultant directly.
- b) Upon acceptance of the in-kind services gift from Tipping Point by the San Francisco Board of Supervisors, Recipient will work in good faith with the DEI consultant to effectuate the Gift Purpose.
- c) Tipping Point will not be liable for additional expenses beyond the scope of work and/or timeframe agreed to between Tipping Point and the DEI consultant.

### **4. ROLES AND RESPONSIBILITIES OF PARTIES**

- a) Tipping Point will act as the Contract Manager for these services and HSH will designate a point of contact to act as the Program Manager and liaison to the department.
- b) As the Contract Manager, Tipping Point will select the DEI Consultant in conformance with its procurement process in its sole discretion and will invite HSH representatives (including a representative from HSH's DEI Committee) to participate in the review of applications and sit on the final interview panel.
- c) As the Program Manager, HSH will work closely with the selected DEI consultant to set and track benchmarks in order to meet the legislated deadline of December 31, 2020 for final racial equity action plans for HSH and the Homelessness Response System.
- d) All progress reporting and final products will be shared by DEI consultant with Tipping Point, HSH Program Manager and HSH leadership.

### **5. REPORTING**

Tipping Point will comply with San Francisco Administrative Code (the San Francisco Sunshine Ordinance) Section 67.29-6 by reporting to HSH the following information concerning all gifts valued at over \$100 made to Tipping Point for the benefit of HSH: the name of the donor; the amount of the donation; and a statement as to any financial interest the donor has involving the City.

### **6. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF TIPPING POINT'S NAME AND LOGO**

Tipping Point may include information about the Gift and the Recipient in its periodic reports and may make information about the Gift and the Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Tipping Point and the Recipient agree that the Recipient may include Tipping Point's name on lists of the Recipient's partners and/or supporters, and that in each instance in which the Recipient discloses Tipping Point's name, it shall refer to Tipping Point as "Tipping Point Community," and not by any other name or variation of that name. Grantee shall not use Tipping Point's name, logo, trademark or otherwise refer to Tipping Point in any capacity including but

not limited to press releases and other reports, without the prior written consent of Tipping Point.

## **7. POLICY OF NON-DISCRIMINATION**

Tipping Point is making the Gift on the condition that the Recipient has a written anti-discrimination policy in effect and does not discriminate against people seeking either services or employment based on race, sex, religious creed, color, ancestry, age, sexual orientation, gender, national origin, physical disability, mental disability, medical condition or marital status (the "Anti-discrimination Policy"). In the event that the Anti-discrimination Policy is not in effect and enforceable by law at the time of execution of the Agreement or at any time during the Initial Term or the Extension, if applicable, the Agreement shall be deemed null and void and Recipient will be required to remit any portion of the outstanding services to Tipping Point within 60 days.

## **8. NOTIFICATIONS**

The Recipient agrees to notify Tipping Point in writing within two days of any significant changes in the Recipient's operations, organizational leadership, customary expenditures and any other developments that significantly impact Recipient's programs and operations.

Tipping Point agrees to notify Recipient in writing within 10 days if the contract between Tipping Point and the DEI Consultant terminates for any reason before the conclusion of the Gift Purpose.

## **9. MISCELLANEOUS**

The MOU constitutes the entire agreement between Tipping Point and Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The MOU may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The MOU and all disputes or controversies arising out of or relating to the MOU or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California. Neither the MOU nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the MOU will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the MOU is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The MOU may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall

be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Tipping Point and the Recipient have caused the MOU to be executed as of the date first written above by their authorized signatories.

Department of Homelessness and Supportive Housing

DocuSigned by:  
*Abigail Stewart-Kahn*  
By: E3BD6DD85B9945E...  
Abigail Stewart-Kahn  
Interim Director

Address for Notices:  
City and County of San Francisco  
Department of Homelessness  
and Supportive Housing  
440 Turk Street  
San Francisco, CA 94102

Tipping Point Community

DocuSigned by:  
*Liz Bender*  
By: 423FE151F62C42C...  
Liz Bender  
COO

Address for Notices:  
220 Montgomery Street, Suite 850  
San Francisco, CA 94104

Approved as to Form  
Dennis J. Herrera  
City Attorney

DocuSigned by:  
*Virginia Dario Elizondo*  
By: F013CE9F5B4B482...  
Virginia Dario Elizondo  
Deputy City Attorney

