

**City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128**

**Agreement between the City and County of San Francisco  
and  
County of San Mateo  
Contract No. 50418  
PeopleSoft Contract ID 1000035469**

This Agreement is made this [insert day] day of June, 2025, in the City and County of San Francisco (“City”), State of California, by and between San Mateo County (“Contractor”) and City.

**Recitals**

- A. The Airport Commission (“Department” or “Commission”) wishes to procure homeless outreach and engagement services from Contractor; and
- B. Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and
- C. On [insert date, June 2025], Contractor was selected as required by the San Francisco Administrative Code (“Administrative Code”) Section 1.25 and approved by the Airport Director; and
- D. The City’s Airport Commission approved this Agreement by [insert resolution number] on [insert date of Commission action] in the amount of One Million Five Hundred Twenty-Seven Thousand Seven Hundred and Fifty –Seven Dollars (\$1,527,757), for the period commencing July 1, 2025 and ending June 30, 2028; and
- E. This Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because it is with a public entity and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and
- F. This Agreement is for a contract with a government entity (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review.

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

- 1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- 1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing”, and the Airport Commission.
- 1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of

the City in connection with this Agreement. City Data includes, without limitation, Confidential Information. “City Data” excludes all Personally Identifiable Information, and data collected in the Homeless Management Information System (HMIS).

#### 1.4 “Confidential Information”

1.4.1 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); and Administrative Code Chapter 12M (“Chapter 12M”).

1.4.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR § 29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Agreement.

1.4.3 “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written, or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

1.5 “Contractor” or “Consultant” mean San Mateo County.

1.6 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.7 “Digital Signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

1.8 “Incidents” means an unexpected event that occurs at the Airport. Examples of incidents include inclement weather conditions, such as storms, excessive rainfall, and excessive heat, as well as construction, medical, or safety events that fall outside of or disrupt the normal course of standard operations.

1.9 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon the Contractor.

1.10 “Party” and “Parties” mean the City and Contractor, either individually or collectively.

1.11 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.12 “Satisfactory Services” means the subcontracted outreach staff meet the minimum staffing requirements of the contract per shift and perform the intended outreach and engagement, case management, and rapid response duties, is responsive to unplanned events and/or incidents outside the normal course of the shift, and reporting duties as outlined in the contract.

## **Article 2 Term of the Agreement**

2.1 **Term.** The term of this Agreement shall commence on July 1, 2025 and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

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

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

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

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

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until the City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

### **3.3 Compensation.**

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** Contractor shall provide an invoice to the City on a quarterly basis for goods delivered and/or Services completed, unless a different schedule is set out in Appendix B, “Calculation of Charges.” The amount of this Agreement shall not exceed One Million Five Hundred Twenty-Seven Thousand, Seven Hundred and Fifty-Seven Dollars (\$1,527,757), the breakdown of which appears in Appendix B, “Calculation of

Charges.” City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

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

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

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

**3.3.5 LBE Payment and Utilization Tracking System – Reserved.**

**3.3.6 Getting Paid by the City for Services.**

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City’s financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

**3.3.7 Grant Funded Contracts - Reserved.**

**3.3.8 Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 45 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

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

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

Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.5 Submitting False Claims - Reserved.**

**3.6 Payment of Prevailing Wages - Reserved.**

**Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request and the City is not required to compensate for Services beyond those stated.

Appendix A includes a defined Scope of Services and as-needed Services. As-needed Services shall be performed by Contractor only upon request by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. Only the Airport Director or the Airport Director's designee has the authority to execute task orders for the City. Task orders shall be executed on Contractor's behalf by an authorized representative of Contractor. Each task order shall be on the City's task order template and shall include a description of the as-needed Services, the deliverables, schedule for performance, cost, and method and timing of payment. All Contractor costs associated with the development of any task order shall be borne by Contractor. The calculation of cost and the method and timing of payment for all task orders shall be in accordance with Appendix B, "Calculation of Charges," and Article 3, "Financial Matters." The cumulative total compensation due to Contractor for all task orders issued under this Agreement shall not exceed the amount of compensation set forth for as-needed Services in Appendix B, "Calculation of Charges." Contractor shall only be compensated for as-needed Services performed under an authorized, executed task order as detailed in this Section 4.1. All task orders are governed by and subject to the terms and conditions of this Agreement.

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by the City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

**4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractor: Outreach Provider.

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of the City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any

retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should the City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with the City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of the City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Service Warranties – Reserved.**

4.7 **Liquidated Damages - Reserved.**

4.8 **Performance Bond - Reserved.**

4.9 **Fidelity Bond – Reserved.**

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

## **Article 5 Insurance and Indemnity**

5.1 **Insurance.** Contractor and City agree that each Party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each Party to discharge promptly any obligations each incurs by operation of this Agreement. If at any time during the term of this Agreement either Party plans to cease to be self-insured for any such possible claims, the Party shall provide the other Party advance notice of the change in sufficient time for the Parties to negotiate appropriate insurance requirements before any lapse in coverage. If the Parties fail to reach agreement on the terms of insurance policies or policy endorsements required, either Party may terminate this Agreement by giving written notice of termination specifying the date upon which termination shall become effective. If City terminates the Agreement under this Section 5.1, the termination provisions of Section 8.1 shall apply.

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

5.2.2 City shall indemnify and hold Contractor, its officers, employees and agents, harmless from and against any and all Claims arising out of the performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

5.2.3 In the event of concurrent negligence of City, its officers, employees and agents, and Contractor and its officers, employees and agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

5.2.4 Contractor and City shall indemnify and hold each other harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City or Contractor, of each other's articles or services to be supplied in the performance of this Agreement.

**Article 6 Liability of the Parties**

6.1 Liability of City. EXCEPT AS PROVIDED IN ARTICLE 5 (INSURANCE AND INDEMNIFICATION), CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3, "COMPENSATION," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**Article 7 Payment of Taxes**

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor

agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

## **Article 8 Termination and Default**

**Termination for Convenience.** The City or Contractor shall each have discretion to terminate this Agreement for convenience and without cause. Each party may exercise this option by giving the other written notice of termination specifying the date on which termination shall become effective. Upon receipt, the party receiving notice shall commence and diligently perform all actions necessary on their part to affect the termination on the date specified and to minimize the liability of Contractor and City to third parties because of termination. Within 30 days after the specified termination date, Contractor shall submit to City an invoice for all services performed before the specified date, which shall be compensated on the terms outlined in Section 3.3 ("Compensation"). City shall not be liable for any costs incurred by Contractor after the termination date.

### **8.1 Termination for Default; Remedies.**

**8.1.1** Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

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

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

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or



arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

**8.1.3** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

### **8.3 Rights and Duties upon Termination or Expiration.**

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

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

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

## **Article 9 Rights in Deliverables**

9.1 **Ownership of Results.** Excluding all data collected and maintained in HMIS, any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City, including any and all reports and data contained in reports provided in accordance with Appendix. Excluding all data collected and maintained in HMIS, unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

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

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

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History – Reserved.**

10.5 **Nondiscrimination Requirements.**

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

10.5.2 **Nondiscrimination in the Provision of Employee Benefits - Reserved.**

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

10.7 **Minimum Compensation Ordinance - Reserved.**

10.8 **Health Care Accountability Ordinance - Reserved.**

10.9 **First Source Hiring Program – Reserved.**

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

10.11 **Limitations on Contributions – Reserved.**

10.12 **Slavery Era Disclosure - Reserved.**

10.13 **Working with Minors - Reserved.**

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

10.15 **Nonprofit Contractor Requirements - Reserved.**

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

10.17 **Distribution of Beverages and Water - Reserved**

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

## **Article 11      General Provisions**

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

To City:            Nora Chin, Senior Transportation Planner, San Francisco International Airport  
                         PO Box 8097, San Francisco, CA 94128-8097, 650-821-6512,  
                         [nora.chin@flysfo.com](mailto:nora.chin@flysfo.com)

To Contractor: Amy Davidson, Director, Center on Homelessness, County of San Mateo Human Services Agency, 500 County Center, 1<sup>st</sup> Floor, Redwood City, CA 94063, 650-877-5444, [adavidson@smcgov.org](mailto:adavidson@smcgov.org)

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

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City's DocuSign platform, to execute this Agreement and all subsequent modifications and task orders (if any).

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

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

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

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920.000 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

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

#### 11.6 **Dispute Resolution Procedure.**

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

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

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

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

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

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

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

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

11.13 **Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties’ complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Contractor’s printed terms attached, the City’s terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor’s proposal, and Contractor’s printed terms, respectively. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

## **Article 12      Airport Commission Specific Terms**

12.1 **Airport Commission Rules and Regulations.** Contractor agrees to comply with the Airport Commission’s Rules and Regulations for the San Francisco International Airport (“Airport Rules and Regulations”), as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

12.2 **Airport Intellectual Property.** Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport in connection with this Agreement (including subcontractors and subtenants) may use the Airport

intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior written consent.

**12.3 Labor Peace/Card Check Rule.** Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules and Regulations, for all Covered Contracts, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023, by Airport Commission Resolution No. 23-0018 (as amended the "Labor Peace/Card Check Rule"). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport determines that Contractor violated the Labor Peace/Card Check Rule, the Airport shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

**12.4 Federal Fair Labor Standards Act.** This Agreement incorporates by reference the provisions of 29 USC Section 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if set forth in this Agreement. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance with the FLSA and its implementing regulations. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**12.5 Occupational Safety and Health Act of 1970.** This Agreement incorporates by reference the requirements of 29 CFR Section 1910, Occupational Safety and Health Act of 1970, with the same force and effect as if set forth in this Agreement. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**12.6 Federal Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

**12.6.1 Compliance with Regulations.** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**12.6.2 Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**12.6.3 Solicitations for Subcontracts.** Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**12.6.4 Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**12.6.5 Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding payments to the Contractor under the contract until the contractor complies; and/or
- (b) Cancelling, terminating, or suspending a contract, in whole or in part.

**12.6.6 Incorporation of Provisions.** The Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**12.6.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public



and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (“LEP”). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

## **12.7 Airport Commission Cyber Security Requirements.**

12.7.1 Should the Services provided under this Agreement require Contractor to access Airport information systems residing within Airport managed networks, Contractor shall use the Airport’s VPN solution to access such Airport systems and is prohibited from implementing any other remote access solution without the express written permission of the Airport’s Chief Information Security Officer.

12.7.2 For the purposes of this Agreement, known exploitable vulnerabilities, as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency (“DHS/CISA”), and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog (“KEV catalog”), shall be designated as a “high risk” or “critical” vulnerability.

12.7.3 All software used with information technology that is used by Contractor in the creation or delivery of the Services provided under this Agreement shall be maintained in accordance with DHS/CISA guidelines for said software and information technology as follows:

- Critical vulnerabilities associated with internet-facing services must be remediated within eight hours of being published in the KEV catalog, and critical vulnerabilities in all other information technology must be addressed within three business days of being published.
- High risk vulnerabilities associated with internet-facing services must be remediated within three days of being published in the KEV catalog, and high-risk vulnerabilities in all other information technology must be addressed within fourteen business days of being published.
- For the purposes of this section, “remediation” means to “reduce the significant risk of known exploited vulnerabilities” as these terms are used by DHS/CISA in relationship to the KEV catalog.

12.7.4 For software and services managed by the Contractor, Contractor is required to notify the Airport Chief Information Security Officer of any known or suspected software vulnerabilities that, if exploited, could adversely impact the software and services being provided under this Agreement.

12.7.5 Contractor shall comply with City’s requirements for Cybersecurity Risk Assessment as outlined in the OCA Technology Purchasing Handbook (which may be found at: [https://sfgov.org/oca/sites/default/files/OCA%20Technology%20Purchasing%20Guidelines%20v9.1\\_8-1-21.pdf](https://sfgov.org/oca/sites/default/files/OCA%20Technology%20Purchasing%20Guidelines%20v9.1_8-1-21.pdf) ), and, where applicable under such handbook, provide the Airport Chief Information Security Officer with a completed City Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report.



## **Article 13      Data and Security**

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

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

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

### **13.2      Payment Card Industry (“PCI”) Requirements - Reserved.**

### **13.3      Business Associate Agreement - Reserved**

### **13.4      Management of City Data.**

**13.4.1      Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

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


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

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

## **Article 14 MacBride And Signature**

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

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

<b>CITY</b> AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	<b>CONTRACTOR</b>
By: _____ Mike Nakornkhet, Airport Director	 _____ Authorized Signature
Attest:	_____ David J. Canepa Printed Name
By _____ Kantrice Ogletree, Director Commission Affairs	_____ President, Board of Supervisors Title
Resolution No: _____	San Mateo County 555 County Center, 4 <sup>th</sup> Floor Redwood City, CA 94063 650-877-5444
Adopted on: _____	City Supplier Number: 0000022189 Federal Employer ID Number: 94-6000532
Approved as to Form:	
David Chiu City Attorney	
By _____ Andrew Angeles, Deputy City Attorney	

#### Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Daily Activity Report
- D. Performance and Reports

## **Appendix A Scope of Services**

**1. DESCRIPTION OF SERVICES.** Contractor and the City have agreed that Contractor will subcontract for all activities in this Scope of Services. Contractor shall provide homeless outreach and engagement services throughout all terminals and the SFO Bart station five days a week, eight hours a day, with specific locations, days, and hours as agreed upon by the County and Airport. Contractor shall coordinate and facilitate individuals experiencing homelessness with services, delivering basic needs, linkages to shelter, medical care, and other relevant services. Contractor shall provide information, assistance, and transportation to facilitate access to such relevant services.

The outreach workers will provide services throughout the Airport and, at times, off-site from the Airport. The Airport locations are in and out of Terminals 1, 2, 3, the International Terminal, and the SFO Bart Station. The locations may extend beyond the terminals and curbside. The outreach workers will report to an office in the Airport terminal.

### **1.1 Services to be performed by the Contractor shall include:**

1.1.1 Hire enough employees to maintain two outreach staff on-site at SFO during operational shifts and hours, which, by agreement of all parties, can include weekends, holidays, and unexpected events.

1.1.2 Ensure outreach staff complete required training in outreach and engagement, de-escalation, motivational interviewing, trauma-informed care, implicit bias, cultural competence, critical time intervention (CTI), disaster/emergency response, and respecting an individual's right to accept or decline services.

1.1.3 Develop, maintain, and update program manual, and the current locations, and maps of people experiencing homelessness within the Airport ("hot spots"), as necessary.

1.1.4 Ensure outreach staff comply with the [Airport's Rules and Regulations](#).

1.1.5 Provide written reports as requested for various contract-related functions including, but not limited to, program operations, data, and staff management.

1.1.6 Provide immediate updates within 10 minutes of any urgent activity related to people experiencing homelessness at the Airport during agreed-upon service hours.

1.1.7 Partner with SFO's San Francisco Police Department - Airport Bureau's Community Ambassadors (SFPD-AB Ambassadors) and Airport Duty Managers (ADM), otherwise known as the People Experiencing Homelessness Program Team (PEH Team) in the field when conducting outreach, engagement, and rapid response efforts.

1.1.8 Provide orientation and/or training, which can include, but not limited to, sharing and presenting the program, plans, protocols, methodologies, program status, and data to SFO staff about to populations served.

1.1.9 Coordinate joint meetings (a regular cadence shall be agreed upon) with SFO to review data, reports, protocols, and procedures, and plan and resolve any issues.

1.1.10 Check in with SFO personnel and participate in ADM briefings and report daily.

## **1.2 Program-Specific Activities shall include:**

1.2.1 Develop and maintain a by-name list of clients served at SFO. Update client data of unsheltered individuals and encampments in the San Mateo County Homeless Management Information System Clarity database (“Clarity HMIS”). The San Mateo County Center on Homelessness will generate a by-name list dashboard. The by-name dashboard will be used to assist with the coordination of services. Clients who are residents of other counties will be tracked separately, outside of HMIS.

1.2.2 Develop inclusive materials and plans for services for the target population.

1.2.3 Build rapport and relationships with unsheltered homeless individuals.

1.2.4 Conduct field-based outreach, provide direct care to support, as well as navigate social services systems and engage unhoused individuals.

1.2.5 Outreach staff will maintain updated information about how homeless services are accessed in all Bay Area counties to provide information and, to the extent feasible, assistance, to clients from any Bay Area County who are seeking services in their home county.

1.2.6 Attempt to determine whether and where unhoused individuals are receiving services.

1.2.7 Regardless of place of origin and residency, refer the client to available, applicable resources, if client is willing and able. Continue to track each person’s status to the extent feasible with the intent of connecting them to options.

1.2.8 Distribute hygiene kits, food, other basic needs, and resources to unsheltered individuals.

1.2.9 Before and during inclement weather activations and other emergencies, conduct additional outreach and assist clients with accessing shelter, and connect individuals to appropriate other resources as needed, which can include medical services, social services.

## **1.3 Rapid Response Activities shall include:**

1.3.1 PEH Team shall conduct outreach within three (3) operational hours of the request (operational hours are the regular program hours).

1.3.2 PEH Team shall use the existing dispatch process as established or modified by SFO. The PEH Team shall respond to, document, and track rapid response requests via the HOME mobile application, phone, and email.

1.3.3 PEH Team shall generally be paired with SFPD-AB Ambassadors when deployed to locations (“hot spots”) at the Airport to make reasonable efforts to contact unsheltered person(s).

1.3.4 Outreach workers shall develop a Standard Operating Procedure for assisting and referring to unhoused individuals during operational shifts and hours. For example, this can include ensuring that the Outreach workers working the day operational shift and hours follow up with the previous night shift’s activities.

1.3.5 Refer individuals to temporary shelters and/or other services including, but not limited to, medical, detox, residential treatment programs, and behavioral health services, including but not limited to services in San Mateo County.

1.3.6 Coordinate with the PEH Team partners to make transportation requests through ADM or provide other transportation assistance.

1.3.7 Create a case management file for each person that voluntarily engages, and follow-up with each individual to support them with navigating the social services systems, to the extent feasible.

#### **1.4 Case Management Activities shall include:**

1.4.1 Outreach workers shall identify the optimal allocation of outreach and engagement, rapid response work, and case management to successfully provide case management services to the optimal number (up to 12 individuals) of unsheltered individuals at any given time.

1.4.2 Develop individualized housing-focused case plans for the needs and goals of each person enrolled in case management services.

**1.5 Reporting.** Contractor shall submit written reports as requested by the Airport for various contract-related functions, including but not limited to, program management and staff management. Format for the content of such reports shall be determined by the Airport. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted electronically. Among the reports, Contractor shall provide are the following

1.5.1 Daily Activity Report – to include daily activities such as daily terminal walk-thru, daily engagements or non-engagements, or administrative activities. Contractor shall email daily reports to the PEH Team the next working day. See Appendix C. Sample of Daily Report format.

1.5.2 Monthly Data Report shall be emailed to the PEH Team within 40 days. The format of the report shall be agreed upon in advance. The following report will include

1.5.2.1 Reason for the engagement

1.5.2.2 Locations of engagements

1.5.2.3 First-time/Repeat engagement

1.5.2.4 Services accepted/Declined/Not Offered including regularly collecting information on people's reasons for declining shelter services

1.5.2.5 Resources used

1.5.2.6 Trespass warnings

1.5.2.7 Number of unsheltered individuals engaged who are San Mateo County residents and who are non-San Mateo County residents (and residency for non-County residents.)

1.5.2.8 Number of unsheltered individuals who receive diversion services

1.5.3 Quarterly Performance Report in the format outlined in Appendix D –

## Performance and Reports:

1.5.4 Coordinate data collection, analyze and share data and findings with the Airport including SFPD and SFO, and create monthly reports. See Appendix D. for Performance and Reports. Performance indicators and data shall include:

### 1.5.4.1 Performance Indicators

- Number of unduplicated engagements
- Number and type of unduplicated outcomes (resource type, referral vs. linkage, etc.)
- Establish an average number of unduplicated unsheltered individuals engaged at the Airport. Once an average is established outreach will engage that number of unsheltered individuals.
- Number of unduplicated individuals who receive case management services.
- Number of unduplicated individuals who are connected to health services.
- Ensure 90% of dispatch and rapid response calls are responded to within three business hours.
- Provide 90% staffing for unplanned incidents – track staff allocation by submitting staff schedules for program monitoring.

1.5.5 AB 210 Employee Participation and Confidentiality Agreement. All sharing and exchange of information made confidential by State law to facilitate the expedited identification, assessment, and linkage of homeless adults and families to housing and supportive services will be made in accordance with San Mateo County's AB210 protocols.

1.5.6 Incident Reports describing the date, time, location, and relevant details related to an incident.

## **2.0 AIRPORT OBLIGATIONS.**

### **2.1 General Duties shall include:**

2.1.1 Develop rapport and relationships with the SFO Community, including unsheltered individuals experiencing homelessness at the Airport.

2.1.2 Partner with the outreach workers and extended PEH Team to assist with daily outreach, engagement, and rapid response efforts.

2.1.3 Partner and collaborate with the outreach workers and extended PEH Team to problem-solve, mitigate, monitor, and de-escalate situations.

## **3.0 PROGRAM-SPECIFIC ACTIVITIES**

### **3.1 SFO Airport Duty Managers (ADM)**

3.1.1 ADMs shall be the Airport liaison to the PEH Team and SFPD-AB ambassadors on a day-to-day basis.

3.1.2 ADMs shall problem-solve, assist, mitigate, and coordinate on a day-to-day basis, as needed.

3.1.3 Designate primary and secondary points of contact for day-to-day coordination with SMCHSA, SFO, and the outreach workers.

3.1.4 Participate in monthly meetings with SMCHSA, SFO, and the outreach workers to coordinate and review data, reports, protocols, plans, and procedures to resolve any issues.

3.1.5 Respond to requests for admonishments and citizen arrests.

3.1.6 Maintain and order the supply of transportation vouchers.

### **3.2 SFO Landside Operations**

3.2.1 Landside Operations shall be the Airport liaison to the PEH Team, SFPD-AB Ambassadors, SMCHSA, and others on a programming and contractual basis.

3.2.2 Lead meetings with a regular cadence to be agreed upon in advance with SMCHSA, and the PEH Team to coordinate and review data, reports, protocol, and procedures, and plan and resolve any issues.

3.2.3 Designate space for the PEH Team to use.

## **4.0 OTHER REQUIREMENTS**

4.1 **Department Liaison.** In performing the Services provided for in this Agreement, Contractor's liaison with the Airport will be the person identified in the Agreement at Section 11.1, Notices to the Parties. Such individual shall be the Contractor's primary point of contact for all purposes under this Agreement.

4.2 **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.



## **Appendix B**

### **Calculation of Charges**

**1. Project Cost.** In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of the labor costs, reimbursable costs, and other direct costs. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement. In the event, that the City grants an extension of the Contract term, and for the extended term only, the City may agree, in its sole discretion, to adjust the reimbursable Labor Costs.

#### **2. Invoicing – General**

2.1 Contractor shall submit certified payrolls and timesheets for the invoice period as provided in Section 3.3 Compensation in this Agreement.

2.2 All reimbursable costs must be supported with receipts and used solely for the performance of the Agreement. All items purchased are the City's property and shall be surrendered

#### **3. Reimbursable and Non-Reimbursable Expenses:**

3.1 Reimbursable costs are as follows:

- 3.1.1 Employee Badges (excluding lost or stolen badges)
- 3.1.2 Service Vehicle Gas
- 3.1.3 Uniforms
- 3.1.4 Public transportation fare that is part of the Airport-PEH client assistance
- 3.1.5 Radios, if needed
- 3.1.6 Operational equipment (related postage, courier, and shipping)
- 3.1.7 Reimbursable indirect administrative costs include but are not limited to:
  - Staff costs associated with this project.
  - Rent, utilities, and other building-related expenses.
  - Office supplies, equipment, and software.
  - Legal and accounting fees.
  - Insurance premiums for various company assets and liabilities.
  - Depreciation of office equipment and furniture.

3.1.8 Contractor will not be required to submit documentation supporting their indirect costs with their invoices; however, Contractor and subcontractor are required to maintain such documentation for audit purposes.

3.2 Non-reimbursable costs are as follows. Any cost not included in Subsections 3.1 above is a non-reimbursable cost. Some specific examples of non-reimbursable costs include:

- 3.2.1 Food and beverage that is not a part of the Airport PEH-client assistance and training program
- 3.2.2 Clothing that is not part of Airport PEH-client assistance
- 3.2.3 Stationary and/or business cards
- 3.2.4 Postage charges for routine certified, first-class, and priority mail letters emanating from an officer outside the Airport

3.2.5 Express, next-day, or two-day shipments (e.g. DHL, FedEx, UPS, etc.) shall not be a reimbursable expense unless it is part of an authorized purchase of equipment or other materials and supplies

3.2.6 Payroll services shall not be a reimbursable expense. However, personnel timekeeping equipment and maintenance shall be a reimbursable expense only if such costs are reasonable and supported with actual invoices from the provider.

3.2.7 Hourly wages and benefits for employees repeating a training course shall not be a reimbursable expense.

3.2.8 Lost or stolen keys issued by the Airports Security Access Office

3.2.9 Gifts of any kind

#### 4. Labor Costs – including the hourly wage and all benefits costs associated with each position.

Budget Request San Mateo County HSA/COH SFO Outreach 2025-2028												
Direct Labor												
Position	Hourly Rate	FTE	Hours	Total FY 25-26 (Low)	Total FY 25-26 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description
Outreach Workers	32.40	2	2080	\$ 133,120	\$ 166,400	\$ 137,114	\$ 171,392	\$ 141,227	\$ 176,534	\$ 411,461	\$ 514,326	Staff salaries for 2 FTE outreach worker/case manager.
Supervisor	49.57	0.4	2080	\$ 40,768	\$ 47,424	\$ 41,991	\$ 48,847	\$ 43,251	\$ 50,312	\$ 126,010	\$ 146,583	Staff salaries 2 FTE for supervisor per outreach worker/case manager
Subtotal Direct Labor				\$ 173,888	\$ 213,824	\$ 179,105	\$ 220,239	\$ 184,478	\$ 226,846	\$ 537,470	\$ 660,909	Subtotal of all outreach and supervisor staff salaries.
Fringe Benefits			41%-43%	\$ 71,294	\$ 91,944	\$ 73,433	\$ 94,703	\$ 75,636	\$ 97,544	\$ 220,363	\$ 284,191	Includes cost of health, dental, vision insurance costs; employee assistance plan; disability and life insurance; flexible spending plans, 401(k) plan with employer matching of 4%, paid time off and holidays.
Total Direct Labor				\$ 245,182	\$ 305,768	\$ 252,538	\$ 314,941	\$ 260,114	\$ 324,390	\$ 757,833	\$ 945,099	Total of labor costs, including direct staff and supervisory staff salaries, and fringe benefits.
Direct Costs												
Costs	Details			Total FY 25-26 (Low)	Total FY 25-26 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description
Client Assistance	Clothing, food, transportation			\$ 30,000	\$ 30,900	\$ 30,900	\$ 31,827	\$ 31,827	\$ 32,782	\$ 92,727	\$ 95,509	Costs associated with items related to clients' basic needs (hygiene kits, snacks, socks, underwear) and client transportation (e.g., Lyft).
Travel & Auto	Staff Mileage			\$ 4,000	\$ 4,120	\$ 4,120	\$ 4,244	\$ 4,244	\$ 4,371	\$ 12,364	\$ 12,735	Costs for staff travel reimbursement.
Office supplies	Supplies, staff uniforms and gear			\$ 4,000	\$ 4,120	\$ 4,120	\$ 4,244	\$ 4,244	\$ 4,371	\$ 12,364	\$ 12,735	Uniforms (all field gear with the exception of boots), any workspace needs and record-keeping (folders/binders), and stationary (pens, sticky notes, storage, bulletin board, etc.) used to assist clients.
Training/Conferences	Staff training			\$ 4,000	\$ 4,120	\$ 4,120	\$ 4,244	\$ 4,244	\$ 4,371	\$ 12,364	\$ 12,735	Costs associated with staff trainings and conferences.
IT costs	Computer, internet, phone			\$ 5,000	\$ 5,150	\$ 5,150	\$ 5,305	\$ 5,305	\$ 5,464	\$ 15,455	\$ 15,918	Expenses related to the cost of computers, internet, phone service for outreach and supervisory staff. May include the purchase of equipment, licenses, internet access, etc).
Facilities	Rent and office space			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No costs. Provided by SFO.
Other	Other operating costs/Contingency			\$ 32,199	\$ 33,165	\$ 33,165	\$ 34,159	\$ 34,159	\$ 35,184	\$ 99,523	\$ 102,508	Unforeseen or unexpected costs associated with outreach program operations.
Total Direct Costs				\$ 79,199	\$ 81,575	\$ 81,575	\$ 84,022	\$ 84,022	\$ 86,542	\$ 244,795	\$ 252,139	Total direct costs. These costs are attributed to Outreach as a whole program and not specific to the projects in Outreach. The costs are then allocated as a percentage of the specific programs costs over the programs total direct labor costs.

5.

Direct Labor												
Position	Hourly Rate	FTE	Hours	Total FY 25-26 (Low)	Total FY 25-26 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description
Outreach Workers	32-40	2	2,080	\$ 133,120	\$ 166,400	\$ 137,114	\$ 171,392	\$ 141,227	\$ 176,534	\$ 411,461	\$ 514,326	Staff salaries for 2 FTE outreach worker/case manager.
Supervisor	49-57	0	2,080	\$ 40,768	\$ 47,424	\$ 41,991	\$ 48,847	\$ 43,251	\$ 50,312	\$ 126,010	\$ 146,583	Staff salaries 2 FTE for supervisor per outreach worker/case manager
Subtotal Direct Labor				\$ 173,888	\$ 213,824	\$ 179,105	\$ 220,239	\$ 184,478	\$ 226,846	\$ 537,470	\$ 660,909	Subtotal of all outreach and supervisor staff salaries.
Fringe Benefits			41%-43%	\$ 71,294	\$ 87,668	\$ 73,433	\$ 90,298	\$ 75,636	\$ 93,007	\$ 220,363	\$ 270,973	Includes cost of health, dental, vision insurance costs; employee assistance plan, disability and life insurance; flexible spending plans, 401(k) plan with employer matching of 4% paid time off and holidays.
Total Direct Labor				\$ 245,182	\$ 301,492	\$ 252,538	\$ 310,537	\$ 260,114	\$ 319,853	\$ 757,833	\$ 931,881	Total of labor costs, including direct staff and supervisory staff salaries, and fringe benefits.
Direct Costs												
Costs	Details			Total FY 25-26 (Low)	Total FY 25-26 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description
Client Assistance	Clothing, food, transportation			\$ 30,000	\$ 30,900	\$ 30,900	\$ 31,827	\$ 31,827	\$ 32,782	\$ 92,727	\$ 95,509	Costs associated with items related to clients' basic needs (hygiene kits, snacks, socks, underwear) and client transportation (e.g., Lyft)
Travel & Auto	Staff Mileage			\$ 4,000	\$ 4,120	\$ 4,120	\$ 4,244	\$ 4,244	\$ 4,371	\$ 12,364	\$ 12,735	Costs for staff travel reimbursement.
Office supplies	Supplies, staff uniforms and gear			\$ 4,000	\$ 4,120	\$ 4,120	\$ 4,244	\$ 4,244	\$ 4,371	\$ 12,364	\$ 12,735	Uniforms (all field gear with the exception of boots), any workspace needs and record-keeping (folders/binders), and stationary (pens, sticky notes, storage, bulletin board, etc.) used to assist clients.
Training/Conferences	Staff training			\$ 4,000	\$ 4,120	\$ 4,120	\$ 4,244	\$ 4,244	\$ 4,371	\$ 12,364	\$ 12,735	Costs associated with staff trainings and conferences.
IT costs	Computer, internet, phone			\$ 5,000	\$ 5,150	\$ 5,150	\$ 5,305	\$ 5,305	\$ 5,464	\$ 15,455	\$ 15,918	Expenses related to the cost of computers, internet, phone service for outreach and supervisory staff. May include the purchase of equipment, licenses, internet access, etc).
Facilities	Rent and office space			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No costs. Provided by SFO.
Other	Other operating costs/Contingency			\$ 32,199	\$ 33,165	\$ 33,165	\$ 34,159	\$ 34,159	\$ 35,184	\$ 99,523	\$ 102,508	Unforeseen or unexpected costs associated with outreach program operations.
Total Direct Costs				\$ 79,199	\$ 81,575	\$ 81,575	\$ 84,022	\$ 84,022	\$ 86,542	\$ 244,795	\$ 252,139	Total direct costs. These costs are attributed to Outreach as a whole program and not specific to the projects in Outreach. The costs are then allocated as a percentage of the specific programs costs over the programs total direct labor costs.

Rates and line-item changes can be made with written approval from Airport.

## 6. Other Direct Costs – including the following reimbursable costs.

Indirect Costs											
Costs		Total FY 25-26 (Low)	Total FY 25-26 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description	
Administrative Costs (provider)		15.0%	\$ 44,157	\$ 53,466	\$ 45,482	\$ 55,070	\$ 46,846	\$ 56,723	\$ 136,485	\$ 165,259	Costs related to general management and overhead expenses, including provider finance and HR department
Administrative Costs (SMC)		15.0%	\$ 44,157	\$ 53,466	\$ 45,482	\$ 55,070	\$ 46,846	\$ 56,723	\$ 136,485	\$ 165,259	Costs associated with the administration of the MOU and provider agreements, including finance, HR activities, and monitoring of the provider agreement.
Total Indirect Costs			\$ 88,314	\$ 106,933	\$ 90,964	\$ 110,141	\$ 93,693	\$ 113,445	\$ 272,970	\$ 330,519	Total administrative costs for provider and SMC.
Total		Total FY 25-26 (Low)	Total FY 25-26 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description	
Total		\$ 412,695	\$ 494,276	\$ 425,076	\$ 509,104	\$ 437,828	\$ 524,377	\$ 1,275,598	\$ 1,527,757	Total of direct labor cost, direct operating costs, and provider and SMC administrative costs.	
Indirect Costs											
Costs		Total FY 25-26 (Low)	Total FY 25-26 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description	
Administrative Costs (provider)		15%	\$ 44,157	\$ 45,482	\$ 45,482	\$ 54,410	\$ 46,846	\$ 56,042	\$ 136,485	\$ 155,934	Costs related to general management and overhead expenses, including provider finance and HR departments.
Administrative Costs (SMC)		15%	\$ 44,157	\$ 52,825	\$ 45,482	\$ 54,410	\$ 46,846	\$ 56,042	\$ 136,485	\$ 163,277	Costs associated with the administration of the MOU and provider agreements, including finance, HR activities, and monitoring of the provider agreement.
Total Indirect Costs			\$ 88,314	\$ 98,307	\$ 90,964	\$ 108,819	\$ 93,693	\$ 112,084	\$ 272,970	\$ 319,210	Total administrative costs for provider and SMC.
Total		Total FY 25-26 (Low)	Total FY 25-28 (High)	Total FY 26-27 (Low)	Total FY 26-27 (High)	Total FY 27-28 (Low)	Total FY 27-28 (High)	Total FYs 25-28 (Low)	Total FYs 25-28 (High)	Description	
Total		\$ 412,695	\$ 481,373	\$ 425,076	\$ 503,378	\$ 437,828	\$ 518,479	\$ 1,275,598	\$ 1,503,230	Total of direct labor cost, direct operating costs, and provider and SMC administrative costs.	

Rates and line-item changes can be made with written approval from Airport.

**Appendix C**  
**Daily Activity Report**

Name		Date	
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Time	General Comments

## Appendix D

### Performance and Reports

Contractor agrees to establish the following performance measures, and provides the following report:

SFO / SMC PEH Program				
Measure	Quarter, Year	Quarter, Year	Quarter, Year	Quarter, Year
Number of unduplicated Engagements				
Number and type of unduplicated outcomes (resource type, referral vs. linkage, etc.)				
Establish an average number of unduplicated unsheltered individuals engaged at the Airport. Once an average is established outreach will engage that number of unsheltered individuals.				
Number of unduplicated individuals who are connected to health services				
Number of unduplicated individuals who receive case management services				
Ensure 90% of dispatch and rapid response calls are responded to within three business hours.				
Provide 90% staffing for unplanned incidents – track staff allocation by submitting staff schedules for program monitoring.				