



London Breed, Mayor

Shireen McSpadden, Executive Director

То	Homelessness Oversight Commission					
Through	Shireen McSpadden, Executive Director					
From	Marion Sanders, Chief Deputy Director Gigi Whitley, Chief of Finance and Administration Edilyn Velasquez, Director, Contracts					
Date	November 7, 2024					
Subject	Grant Agreement Approval: Tenderloin Housing Clinic, Inc. Mayfair Hotel Elevator Modernization Program					

Agreement Information					
F\$P Contract ID# 1000034241					
Provider Tenderloin Housing Clinic, Inc.					
Program Name	Mayfair Hotel Elevator Modernization Program				
Agreement Action	Original Agreement				
Agreement Term	December 1, 2024 - June 30, 2026				

Agreement Amount

Budget	Capital Reserves	Total Not to Exceed (NTE)
\$514,860	\$102,471	\$617,331

Funding Information	
Funding Sources	99.6% Certificate of Participation (COP) Bonds
0.4% General Fund	

The Department of Homelessness and Supportive Housing (HSH) Contracts team requests authorization to enter into a new grant agreement with Tenderloin Housing Clinic, Inc. (THC) for the provision of the Mayfair Hotel Elevator Modernization Program for the period of December 1, 2024 to June 30, 2026.

Background

To promote viability, improve quality of life, and increase accessibility for San Francisco residents in permanent supportive housing (PSH), HSH announced a Notice of Funding Availability ("NOFA") for Nonprofit Master Leased single room occupancy ("SRO") buildings. The goal of the Elevator Modernization Program is to address necessary major repairs, modernization and alteration of antiquated elevators that may otherwise affect the health and safety of residents residing in PSH. The Office of Public Finance made available \$10,000,000 of the City's Certificate of Participation (COP) bonds to support modernization and repairs of elevators at these buildings.

Services to be Provided

The purpose of this grant is to address necessary major repairs, modernization and alteration of antiquated elevators that may otherwise affect the health and safety of residents residing in PSH. Grantee shall project manage the completion of repair and/or modernization of the existing passenger

elevator and relevant additional work required to support the elevator repair/modernization including but not limited to electrical, fire and safety upgrades to comply with all applicable legal requirements, including building codes. Building owner/landlords committed to a partial match through cash contribution or rent reduction. The building owner has elected to reduce Grantee's master lease payments over five years by a total of \$259,100.50 as their contribution.

Selection

Grantee was selected through NOFA #145 - Elevator Modernization Project, issued February 16, 2024, to invite proposals from qualified entities for modernization and repairs of elevators in privately held SRO buildings that are part of the PSH system. NOFA 145 is valid until June 30, 2034.

Agreement Materials

- HOC Approval Package
 - Appendix A, Services to be Provided
 - Appendix B, Budget



Appendix A, Services to be Provided by Tenderloin Housing Clinic, Inc. Mayfair Hotel Elevator Modernization Program

I. Background

To promote viability, improve quality of life, and increase accessibility for San Francisco residents in PSH, the City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) announced a Notice of Funding Availability ("NOFA") for Nonprofit Master Leased single room occupancy ("SRO") buildings. The goal of the Elevator Modernization Program ("EMP") is to address necessary major repairs, modernization and alteration of antiquated elevators that may otherwise affect the health and safety of residents residing in PSH.

II. Purpose of Agreement

To address necessary major repairs, modernization and alteration of antiquated elevators that may otherwise affect the health and safety of residents residing in PSH.

III. Description of Services

Grantee shall project manage the completion of repair and/or modernization of the existing passenger elevator and relevant additional work required to support the elevator repair/modernization including but not limited to electrical, fire and safety upgrades to comply with all applicable legal requirements, including building codes.

IV. Location

Grantee shall provide project management at Mayfair Hotel located at 626 Polk Street, San Francisco, CA 94102.

V. Service Requirements

- A. As part of this agreement, Grantee shall, within thirty (30) days following the commencement date of this agreement:
 - 1. Submit a project plan that includes project start date, milestones, projected completion date, budget, and proposed consultants/contractors.
 - 2. Agency must submit above documents in .pdf format by e-mail to rachel.gage@sfgov.org.
- B. As part of this agreement, Grantee shall, within ninety (90) days following the commencement date of this agreement:
 - 1. Initiate and execute the Master Lease amendment between Owner (lessor) and Nonprofit (lessee) and submit a copy of the fully executed amended Master Lease. The Master Lease amendment must include the following terms:
 - Reduce the monthly rent by the amount required to fulfill the building owner's agreed upon monetary contribution to the elevator project within the five (5) year term following project completion.
 - 2. Submit for HSH approval the following: a communication plan that details how Grantee will engage residents about the planned elevator work, a tenant complaint procedure, and an accessibility request policy, and if applicable, a temporary relocation plan as detailed below in subsection H.

- 3. Agency must submit above documents in .pdf format by e-mail to rachel.gage@sfgov.org.
- C. <u>Construction Management and Contract Negotiation/Administration</u>: Grantee shall ensure that all required permits are in place prior to starting construction. Grantee shall supervise and track the elevator contractor's performance for the duration of the project, which may include but not limited to pre-construction, negotiation of construction contract and during construction, ensuring elevator contractor obtains necessary construction permits, execution of the permitted scope of work through the resolution of any issues that arise during final inspections to ensure timely project completion. Grantee shall also manage such contracts including contract compliance and invoicing, including withholding of retention and the release of retention at the end of this project. Grantee shall ensure the contractor has met all requirements for retention release prior to releasing final payment and retention.
- D. <u>Budget Management and Administration</u>: Grantee shall manage and adhere to the approved budget and make commercially reasonable efforts to promote cost savings and efficiencies. All owner contingency may only be utilized at HSH's sole discretion and with prior written approval. The construction draw procedure is outlined in Appendix C, Method of Payment. Any unspent funds subject to owner/HSH 50/50 cost share are to be returned to owner and HSH. Any unspent contingency funds covered solely by HSH must be returned to HSH upon final payment to Grantee.
- E. <u>Schedule Management:</u> Grantee is responsible for managing the elevator contractor's schedule and holding them accountable to meet their schedule milestones and completion date, as delineated in elevator contractor's contract with Grantee.
- F. <u>Procurement</u>: As necessary, to effectively perform project management of the improvements, Grantee may subcontract work to subject matter experts and experienced contractors. Grantee may enter into any necessary professional services contracts, such as architect, engineer, general construction contractor, project management, construction management, permit specialist, and other related services, for the duration of the project. Such procurement and administration shall comply with all applicable laws.

Prior to entering into any agreement for contractor or consultant services for Ten Thousand Dollars (\$10,000.00) or more, Grantee must obtain at least three bids (unless waived in writing by HSH after a showing of due diligence and good faith effort), and submit to HSH for review and approval the responsive bids, proposed agreement with Grantee's proposed contractor, information concerning the qualifications and licensing of the proposed contractor or consultant, and any additional information requested by HSH. All proposed contracts must detail the responsibilities, standards and compensation of the contractor or consultant. Reasons for disapproval of such contract may include, but are not limited to, scope of work or budget that does not reflect the Project Budget or Work Program.

- G. <u>Financing and Compliance</u>: Where applicable, Grantee shall coordinate and assist in funding applications to state and federal funding sources (e.g., Office of Public Finance) and/or assist with any audits, reporting and compliance obligations related to applicable local, city, state or federal funding related to the project.
- H. <u>Temporary Relocation</u>: If there are existing occupants that will be affected by the elevator work, Grantee shall work with property management, support services provider, and any other applicable consultants, to develop a phased on-site relocation plan or identify any time-limited off-site relocation, and manage the temporary relocation process (including working with residents to provide them with communication regarding relocation timing, moving

assistance, cleaning of units to allow for on-site relocation, etc.) in compliance with all applicable laws.

- I. <u>Accounts and Records</u>: Grantee shall keep such books of account and other records in connection with the elevator repairs and/or modernization, which may include but is not limited to vouchers, statements, receipted bills and invoices and all other records, covering all collections, if any, disbursements, correspondence, and other data in connection with design and construction of the project prior to final completion of the project. Grantee shall deliver copies of all project documents, change orders, invoices, pay applications, etc. to property management and HSH in a format and delivery method acceptable to HSH.
- J. <u>Meetings and Site Visits</u>: Grantee is required to hold regular meetings with elevator contractor, pay app meetings as needed, and other additional meetings as required. HSH and/or designee may conduct periodic site visits with Grantee to review progress on site.
- K. <u>Progress Reports</u>: Grantee shall ensure that contractors are providing monthly schedule updates, review these updates for accuracy and variance, and review and approve any schedule changes as a result of change orders. Grantee shall submit monthly reports to HSH on project timeline and any schedule variances or risks to the scheduled substantial completion date.
- L. <u>Project Close Out</u>: Grantee shall coordinate delivery of project close out documents to property management. Documents include, but not limited to, as-built drawings and specs and warranty doc/binder. Documents shall be stored onsite with property management. Grantee shall coordinate and schedule site inspections, punch walks, and warranty walk two to three months prior to end of the warranty period. Grantee shall follow up and coordinate warranty items with the elevator contractor and property management. Grantee shall ensure warranty items are delivered in a timely manner.

VI. Reporting Requirements

- A. Grantee shall timely and accurately submit invoices, supporting documentation, and pay applications per Appendix C, Method of Payment. Grantee is responsible for the timeliness, accuracy, and proper documentation.
- B. Grantee shall comply with HSH Critical Incident Policy by reporting critical and serious incidents to HSH. Events include, but not limited to, life endangerment or serious injury, significant damage to a unit that cause units to go offline, displacement or unit transfer of a resident, major service interruptions, damage to the building, insurance events, and recordable events as specified in elevator contractor's contract. This section is intended to address incidents that fall under HSH Critical Incident Policy, and does not relieve or affect any legal duty of Grantee to report to applicable regulatory agencies.
- C. As needed, Grantee shall manage other regulatory reporting such as LCPtracker and Local Business Enterprise (LBE)/ Small Business Enterprise (SBE) reporting.

VII. Monitoring Activities

- A. <u>Program Monitoring</u>: Grantee is subject to program monitoring and/or audits, such as, but not limited to review of the following, Grantee's administrative records, site visits, data reported on project reports, documentation of funding match sources, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. <u>Fiscal Compliance and Contract Monitoring</u>: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and

accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memoranda of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	А	В	С	D			
1	DEPARTMENT OF H	OMELESSNESS	AND SUPPORT	IVE HOUSING			
2	APPENDIX B, BUDG	ET					
3	Document Date	12/1/2024					
4	Contract Term	Begin Date	End Date	Duration (Years)			
5	Current Term	12/1/2024	6/30/2026	2			
6	Amended Term	12/1/2024	6/30/2026	2			
7	Program Mayfair Hotel Elevator Modernization Program						
8							
9		Approved S	ubcontractors				
10	None.						
11							
12							
13							
14							

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1	DEPARTMENT OF H					0	0		
2	APPENDIX B, BUDG								
3	Document Date	12/1/2024							
4	Contract Term	Begin Date	End Date						
5	Current Term	12/1/2024	6/30/2026						
6	Amended Term	12/1/2024	6/30/2026						
7	Provider Name	Tender	loin Housing Clini	ic, Inc.					
8	Program	Mayfair Hotel E	levator Moderniz	ation Program					
9	F\$P Contract ID#		1000034241						
10	Action (select)		New Agreement						
11	Effective Date		12/1/2024						
		General Fund - O		ne-Time					
10	Budget Names	Capital, COP - Re	serves						
12 13		Current	New						
	Term Budget	\$ -	\$ 617,331						
_	Not-To-Exceed	\$ -	\$ 617,331						
	NOL-TO-EXCEED	- ب	\$ 017,551						
17									
18	ļ				Year 1		Year 2	All Years	
					12/1/2024 -		6/1/2026 -	12/1/2024 -	
19					5/31/2025		11/30/2026	6/30/2026	
20	1					New	New		New
	Expenditures								
	Other Expenses				\$	2,500	\$-	\$	2,500
	Capital Expenditure				\$	614,831	\$ -	\$	614,831
30	Total Expenditures				\$	617,331	\$-	\$	617,331
31									
32	HSH Revenues (sele	<u>ct)*</u>							
33	General Fund - One-	Time			\$	2,500	\$-	\$	2,500
-	Certificate of Partici	. ,	e-Time		\$	614,831	\$-	\$	614,831
-	Total HSH Revenues				\$	617,331	\$-	\$	617,331
52	Rev-Exp (Budget Ma	1			\$	-	\$ -	\$	-
54	Total Adjusted Salar	y FTE (All Budgets)				0.00	0.00		
55						-	s typically project ou		
	Prepared by		Tabitha Allen				s, strictly for budget	•	• · ·
56						at any given year ar			
	Phone		-885-3286 Ext. 13 abitha@thclinic.org				Supervisors discretio		-
58	Email	<u> </u>				•	not guaranteed. For of the G-100 Grant A		
59					docur			BICCI	iciit
	Template last modi	fied	7/26/	2022	abcui				
60	-								

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1	DEPARTMENT OF H	OMELESSNESS AN	D SUPPORTIVE H			- ļ	
2	2 APPENDIX B, BUDGET						
3	Document Date	12/1/2024					
4	Contract Term	Begin Date	End Date				
5	Current Term	12/1/2024	6/30/2026				
6	Amended Term	12/1/2024	6/30/2026				
7	Provider Name	Tenderlo	oin Housing Clinic,	Inc.			
8	Program	Mayfair Hotel Ele	evator Modernizat	tion Program			
9	F\$P Contract ID#		1000034241				
10	Action (select)	Ν	ew Agreement				
11	Effective Date		12/1/2024				
12	Budget Name	Gener	al Fund - One-Tin	าย			
13		Current	New				
14	Term Budget	\$-	\$ 2,500				
16	Not-To-Exceed	\$-	\$ 617,331				
17							
18					Year 1	Year 2	All Years
					12/1/2024 -	6/1/2026 -	12/1/2024 -
19					5/31/2025	11/30/2026	6/30/2026
20					New	New	New
21	Expenditures						
27	Other Expenses				\$ 2,50	D \$ -	\$ 2,500
28	Capital Expenditure				\$	- \$ -	\$-
30	Total Expenditures				\$ 2,50	0 \$ -	\$ 2,500
31							
-	HSH Revenues (sele	<u>ct)</u>					
_	General Fund - One-			\$ 2,50	D\$-	\$ 2,500	
	Total HSH Revenues				\$ 2,50		\$ 2,500
54							-
55	Approved by		Tabitha Allen				
56	Phone	415-8	85-3286 Ext. 111	8			
57	Email	tabi	itha@thclinic.org				

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1	DEPARTMENT OF HOMELESSNESS AND	SUPPORTIVE HOUSING				
2	2 OPERATING DETAIL					
3	Document Date	12/1/2024				
4	4 Provider Name Tenderloin Housing Clinic, Inc.					
5	Program	Mayfair Hotel El	evator Moderniza	ation Program		
6	6 F\$P Contract ID# 1000034241					
7						
8						
9		Year 1	Year 2	All Years		
10		12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026		
11		New	New	New		
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense		
69						
70	Other Expenses					
71	Elevator Evaluation Report	\$ 2,500	\$-	\$ 2,500		
84	TOTAL OTHER EXPENSES	\$ 2,500	\$-	\$ 2,500		
97	HSH #3			7/26/2022		

BUDGET NARRATIVE	Fiscal Year			_		
General Fund - One-Time	FY24-25			<- Select from the drop-down list t		
Other Expenses (not subject to indi Elevator Evaluation Report	<u>rect cost %)</u>	A \$ \$	<u>mount</u> 2,500 -	<u>Justification</u> Cost of Audit		
TOTAL OTHER EXPENSES		\$	2,500			

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1	DEPARTMENT OF H	_	-			J	J J		7
2	APPENDIX B, BUDG								
	Document Date	12/1/2024							
4	Contract Term	Begin Date	End Date						
5	Current Term	12/1/2024	6/30/2026		Î.				
6	Amended Term	12/1/2024	6/30/2026		1				
7	Provider Name	Tenderlo	oin Housing Clinic	, Inc.	1				
8	Program	Mayfair Hotel Ele	evator Moderniza	tion Program]				
9	F\$P Contract ID#		1000034241						
10	Action (select)	N	ew Agreement						
11	Effective Date		12/1/2024						
12	Budget Name	COP -	One-Time Capit	al					
13		Current	New						
14	Term Budget	\$ -	\$ 512,360						
16	Not-To-Exceed	\$-	\$ 617,331						
17		-			-				
18						Year 1	Year 2	A	l Years
						12/1/2024 -	6/1/2026 -		1/2024 -
19						5/31/2025	11/30/2026	6/3	80/2026
20						New	New		New
21	Expenditures								
28	Capital Expenditure				\$	512,360	\$-	\$	512,360
30	Total Expenditures				\$	512,360	\$-	\$	512,360
31									
-	32 HSH Revenues (select)								
-	35 Certificate of Participation (COP) - One-Time					512,360	\$-	\$	512,360
	Total HSH Revenues	6			\$	512,360	\$-	\$	512,360
54		[Т				
55	Prepared by		Tabitha Allen						
-	Phone		885-3286 Ext. 112	18	ļ				
57	Email	tab	oitha@thclinic.org						

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1	DEPARTMENT OF HOMELESSNESS AN	OUSING					
2	OPERATING DETAIL						
3	3 Document Date 12/1/2024						
4	Provider Name	Ten	derloin Hous	ing Clinic, Inc.			
5	Program		-	evator Moderniza	atio	n Program	
6	F\$P Contract ID#	100	0034241				
7	Budget Name	COI	P - One-Time	Capital			
8							
9			Year 1	Year 2		All Years	
10			2/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026		2/1/2024 - 6/30/2026	
11			New	New	New		
12	Operating Expenses		Budgeted Budgeted Expense Expense		Budgeted Expense		
86	<u>Capital Expenses</u>	-					
87	Elevator Repair Materials	\$	149,358	\$-	\$	149,358	
88	Elevator Repair Labor	\$	332,442	\$-	\$	332,442	
89	Non-Elevator Work Materials	\$	11,410	\$-	\$	11,410	
90	Non-Elevator Work Labor	\$	19,150	\$-	\$	19,150	
91					\$	-	
94							
95	TOTAL CAPITAL EXPENSES	\$	512,360	\$-	\$	512,360	
97	HSH #3					7/26/2022	

BUDGET NARRATIVE	Fiscal	Year	
COP - One-Time Capital	FY24-25		<- Select from the drop-down list the fiscal year in which the proposed budget
Capital Expenses	Amount		Justification
Elevator Repair Materials	\$	149,358	Replacement of car door operator and associated door equipment - materials
Elevator Repair Labor	\$	332,442	Replacement of car door operator and associated door equipment - labor
Non-Elevator Work Materials	\$	11,410	electrical, patch and paint and emergency call button
Non-Elevator Work Labor	\$	19,150	electrical, patch and paint and emergency call button
	\$	-	
TOTAL CAPITAL EXPENSES	\$	512,360	

	Α	В	С	D		G	J		AK	
1	DEPARTMENT OF H		-							
2	APPENDIX B, BUDGET									
3	Document Date	12/1/2024			_					
	_									
4	Contract Term	Begin Date	End Date							
5	Current Term	12/1/2024	6/30/2026							
6	Amended Term	12/1/2024	6/30/2026							
7	Provider Name		in Housing Clinic, Inc.							
	Program	Mayfair Hotel Elevator Modernization Program								
-	F\$P Contract ID#	1000034241								
	Action (select)	N	ew Agreement		ļ					
11	Effective Date		12/1/2024							
-	Budget Name		OP - Reserves							
13		Current	New							
14	Term Budget	\$ -	\$ 102,471	0%						
16	Not-To-Exceed	\$ -	\$ 617,331							
17										
18						Year 1	Year 2	A	ll Years	
						12/1/2024 -	6/1/2026 -	12/1/2024 -		
19						5/31/2025	11/30/2026	6/30/2026		
20						New	New	New		
21										
28	Capital Expenditure				\$	102,471	\$-	\$	102,471	
30						102,471	\$ -	\$	102,471	
31	•				\$			-		
32	HSH Revenues (seled	ct)								
35	Certificate of Partici	pation (COP) - One	\$	102,471	\$-	\$	102,471			
51	Total HSH + Other Revenues					102,471	\$-	\$	102,471	
	Rev-Exp (Budget Match Check)					-	\$-	\$	-	
54		<i>.</i>			\$		-	-		
55	Prepared by	repared by Tabitha Allen								
56	Phone		415-885-3286 Ext. 1118							
57	Email tabitha@thclinic.org									

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	OPERATING DETAIL									
3	Document Date 12/1/2024									
4	Provider Name Tenderloin Housing Clinic, Inc.									
5	Program Mayfair Hotel Elevator Modernization Program									
6	F\$P Contract ID# 1000034241									
7	Budget Name COP - Reserves									
8										
9		Year 1	Year 2	All Years						
10		12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026						
11		New	New	New						
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense						
85										
86	Capital Expenses									
87	Capital Reserves	\$ 102,471	\$-	\$ 102,471						
94										
95	TOTAL CAPITAL EXPENSES	\$ 102,471	\$-	\$ 102,471						
97	HSH #3			7/26/2022						