



Shireen McSpadden, Executive Director

London Breed, Mayor

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

<i>Agreement Information</i>	
<b>F\$P Contract ID#</b>	1000034240
<b>Provider</b>	Tenderloin Housing Clinic, Inc.
<b>Program Name</b>	Pierre Hotel Elevator Modernization Program
<b>Agreement Action</b>	Original Agreement
<b>Agreement Term</b>	December 1, 2024 - June 30, 2026

**Agreement Amount**

<b>Budget</b>	<b>Capital Reserves</b>	<b>Total Not to Exceed (NTE)</b>
\$90,036	\$17,507	\$107,543

<i>Funding Information</i>	
<b>Funding Sources</b>	97.7% Certificate of Participation (COP) Bonds 2.3% 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 Pierre 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 \$44,666.08 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.**  
**Pierre 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 Pierre Hotel located at 540 Jones 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](mailto: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:
    - Extend the master lease term to end no earlier than five (5) years following project completion.
    - 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](mailto:rachel.gage@sfgov.org).
- C. Construction Management and Contract Negotiation/Administration: 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. Budget Management and Administration: 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. Schedule Management: 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. Procurement: 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. Financing and Compliance: 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. Temporary Relocation: 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. Accounts and Records: 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. Meetings and Site Visits: 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. Progress Reports: 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. Project Close Out: 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. Program Monitoring: 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. Fiscal Compliance and Contract Monitoring: 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.

	A	B	C	D
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>APPENDIX B, BUDGET</b>			
3	<b>Document Date</b>	12/1/2024		
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>
5	<b>Current Term</b>	12/1/2024	6/30/2026	2
6	<b>Amended Term</b>	12/1/2024	6/30/2026	2
7	<b>Program</b>	Pierre Hotel Elevator Modernization Program		
8				
9	<b>Approved Subcontractors</b>			
10	None.			
11				
12				
13				

	A	B	C	D	G	J	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						
2	<b>APPENDIX B, BUDGET</b>						
3	<b>Document Date</b>	12/1/2024					
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>				
5	<b>Current Term</b>	12/1/2024	6/30/2026				
6	<b>Amended Term</b>	12/1/2024	6/30/2026				
7	<b>Provider Name</b>	Tenderloin Housing Clinic, Inc.					
8	<b>Program</b>	Pierre Hotel Elevator Modernization Program					
9	<b>FSP Contract ID#</b>	1000034240					
10	<b>Action (select)</b>	New Agreement					
11	<b>Effective Date</b>	12/1/2024					
12	<b>Budget Names</b>	General Fund - One Time, COP - One-Time Capital, General Fund - Reserves					
13		<b>Current</b>	<b>New</b>				
14	<b>Term Budget</b>	\$ -	\$ 107,543				
16	<b>Not-To-Exceed</b>	\$ -	\$ 107,543				
17							
18					<b>Year 1</b>	<b>Year 2</b>	<b>All Years</b>
19					12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026
20					<b>New</b>	<b>New</b>	<b>New</b>
21	<b>Expenditures</b>						
27	Other Expenses				\$ 2,500	\$ -	\$ 2,500
28	Capital Expenditure				\$ 105,043	\$ -	\$ 105,043
30	<b>Total Expenditures</b>				<b>\$ 107,543</b>	<b>\$ -</b>	<b>\$ 107,543</b>
31							
32	<b>HSH Revenues (select)*</b>						
33	General Fund - One-Time				\$ 2,500	\$ -	\$ 2,500
35	Certificate of Participation (COP) - One-Time				\$ 105,043	\$ -	\$ 105,043
42	<b>Total HSH Revenues*</b>				<b>\$ 107,543</b>	<b>\$ -</b>	<b>\$ 107,543</b>
52	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -
54	Total Adjusted Salary FTE (All Budgets)				0.00	0.00	
55					*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.		
56	<b>Approved by</b>	Tabitha Allen					
57	<b>Phone</b>	415-885-3286 Ext. 1118					
58	<b>Email</b>	<a href="mailto:tabitha@thclinic.org">tabitha@thclinic.org</a>					
59							
60	<b>Template last modified</b>	<b>7/26/2022</b>					



	A	B	C	D	G	J	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						
2	<b>APPENDIX B, BUDGET</b>						
3	<b>Document Date</b>	12/1/2024					
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>				
5	<b>Current Term</b>	12/1/2024 6/30/2026					
6	<b>Amended Term</b>	12/1/2024 6/30/2026					
7	<b>Provider Name</b>	Tenderloin Housing Clinic, Inc.					
8	<b>Program</b>	Pierre Hotel Elevator Modernization Program					
9	<b>F\$P Contract ID#</b>	1000034240					
10	<b>Action (select)</b>	New Agreement					
11	<b>Effective Date</b>	12/1/2024					
12	<b>Budget Name</b>	General Fund - One Time					
13		<b>Current</b>	<b>New</b>				
14	<b>Term Budget</b>	\$ -	\$ 2,500				
16	<b>Not-To-Exceed</b>	\$ -	\$ 107,543				
17							
18					<b>Year 1</b>	<b>Year 2</b>	<b>All Years</b>
19					12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026
20					<b>New</b>	<b>New</b>	<b>New</b>
21	<b>Expenditures</b>						
27	Other Expenses	\$	2,500	\$	-	\$	2,500
28	Capital Expenditure	\$	-	\$	-	\$	-
30	<b>Total Expenditures</b>	\$	<b>2,500</b>	\$	-	\$	<b>2,500</b>
31							
32	<u>HSH Revenues (select)</u>						
33	General Fund - One-Time	\$	2,500	\$	-	\$	2,500
42	<b>Total HSH Revenues</b>	\$	<b>2,500</b>	\$	-	\$	<b>2,500</b>
52	Rev-Exp (Budget Match Check)	\$	-	\$	-	\$	-
54							
55	<b>Prepared by</b>	Tabitha Allen					
56	<b>Phone</b>	415-885-3286 Ext. 1118					
57	<b>Email</b>	tabitha@thclinic.org					

	A	D	G	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>OPERATING DETAIL</b>			
3	<b>Document Date</b>	12/1/2024		
4	<b>Provider Name</b>	Tenderloin Housing Clinic, Inc.		
5	<b>Program</b>	Pierre Hotel Elevator Modernization Program		
6	<b>F\$P Contract ID#</b>	1000034240		
7	<b>Budget Name</b>	<b>General Fund - One Time</b>		
8				
9		<b>Year 1</b>	<b>Year 2</b>	<b>All Years</b>
10		12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026
11		New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense
69				
70	<u>Other Expenses</u>			
71	Elevator Evaluation Report	\$ 2,500	\$ -	\$ 2,500
84	<b>TOTAL OTHER EXPENSES</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ 2,500</b>
85				
97	<b>HSH #3</b>			<b>7/26/2022</b>

**BUDGET NARRATIVE**

**Fiscal Year**

**General Fund - One Time**

**FY24-25**

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

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>
Elevator Evaluation Report	\$ 2,500	Cost of Audit
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 2,500</b>	

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4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>				
5	<b>Current Term</b>	12/1/2024	6/30/2026				
6	<b>Amended Term</b>	12/1/2024	6/30/2026				
7	<b>Provider Name</b>	Tenderloin Housing Clinic, Inc.					
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9	<b>F\$P Contract ID#</b>	1000034240					
10	<b>Action (select)</b>	New Agreement					
11	<b>Effective Date</b>	12/1/2024					
12	<b>Budget Name</b>	<b>COP - One-Time Capital</b>					
13		<b>Current</b>	<b>New</b>				
14	<b>Term Budget</b>	\$ -	\$ 87,536				
16	<b>Not-To-Exceed</b>	\$ -	\$ 107,543				
17							
18					<b>Year 1</b>	<b>Year 2</b>	<b>All Years</b>
19					12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026
20					<b>New</b>	<b>New</b>	<b>New</b>
21	<b>Expenditures</b>						
28	Capital Expenditure				\$ 87,536	\$ -	\$ 87,536
30	<b>Total Expenditures</b>				<b>\$ 87,536</b>	<b>\$ -</b>	<b>\$ 87,536</b>
31							
32	<b>HSH Revenues (select)</b>						
35	Certificate of Participation (COP) - One-Time				\$ 87,536	\$ -	\$ 87,536
42	<b>Total HSH Revenues</b>				<b>\$ 87,536</b>	<b>\$ -</b>	<b>\$ 87,536</b>
52	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -
54							
55	<b>Prepared by</b>	Tabitha Allen					
56	<b>Phone</b>	415-885-3286 Ext. 1118					
57	<b>Email</b>	<a href="mailto:tabitha@thclinic.org">tabitha@thclinic.org</a>					

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1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
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9		<b>Year 1</b>	<b>Year 2</b>	<b>All Years</b>
10		12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026
11		New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense
86	<u>Capital Expenses</u>			
87	Elevator Repair Materials	\$ 25,106	\$ -	\$ 25,106
88	Elevator Repair Labor	\$ 55,882	\$ -	\$ 55,882
89	Non-Elevator Work Materials	\$ 2,544	\$ -	\$ 2,544
90	Non-Elevator Work Labor	\$ 4,004	\$ -	\$ 4,004
91				\$ -
92				\$ -
93				\$ -
94				
95	<b>TOTAL CAPITAL EXPENSES</b>	<b>\$ 87,536</b>	<b>\$ -</b>	<b>\$ 87,536</b>
96				
97	<b>HSH #3</b>			<b>7/26/2022</b>

**BUDGET NARRATIVE**

**Fiscal Year**

**COP - One-Time Capital**

**FY24-25**

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

<u>Capital Expenses</u>	<u>Amount</u>	<u>Justification</u>
Elevator Repair Materials	\$ 25,106	New Frame and Swing Doors
Elevator Repair Labor	\$ 55,882	New Frame and Swing Doors
Non-Elevator Work Materials	\$ 2,544	Elevator Patch & paint on all floors
Non-Elevator Work Labor	\$ 4,004	Elevator Patch & paint on all floors
	\$ -	
<b>TOTAL CAPITAL EXPENSES</b>	<b>\$ 87,536</b>	

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12	<b>Budget Name</b>	General Fund - Reserves					
13		<b>Current</b>	<b>New</b>				
14	<b>Term Budget</b>	\$ -	\$ 17,507				
16	<b>Not-To-Exceed</b>	\$ -	\$ 107,543				
17							
18					<b>Year 1</b>	<b>Year 2</b>	<b>All Years</b>
19					12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026
20					<b>New</b>	<b>New</b>	<b>New</b>
21	<b>Expenditures</b>						
28	Capital Expenditure				\$ 17,507	\$ -	\$ 17,507
30	<b>Total Expenditures</b>				\$ 17,507	\$ -	\$ 17,507
31							
32	<b>HSH Revenues (select)</b>						
35	Certificate of Participation (COP) - One-Time				\$ 17,507	\$ -	\$ 17,507
42	<b>Total HSH Revenues</b>				\$ 17,507	\$ -	\$ 17,507
52	Rev-Exp (Budget Match Check)				\$ -	\$ -	\$ -
54							
55	<b>Prepared by</b>	Tabitha Allen					
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57	<b>Email</b>	<a href="mailto:tabitha@thclinic.org">tabitha@thclinic.org</a>					

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7	<b>Budget Name</b>	General Fund - Reserves		
8				
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10		12/1/2024 - 5/31/2025	6/1/2026 - 11/30/2026	12/1/2024 - 6/30/2026
11		New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense
86	<u>Capital Expenses</u>			
87	Capital Reserves	\$ 17,507	\$ -	\$ 17,507
94				
95	TOTAL CAPITAL EXPENSES	\$ 17,507	\$ -	\$ 17,507
96				
97	<b>HSH #3</b>			<b>7/26/2022</b>