



Shireen McSpadden, Executive Director

London Breed, Mayor

To	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	December 5, 2024
Subject	Grant Agreement Approval: Episcopal Community Services Hillsdale Hotel Elevator Modernization Program

<i>Agreement Information</i>	
FSP Contract ID#	1000034353
Provider	Episcopal Community Services
Program Name	Hillsdale Hotel Elevator Modernization Program
Agreement Action	Original Agreement
Agreement Term	January 1, 2025 - June 30, 2026

Agreement Amount

Budget	Capital Reserves	Total Not to Exceed (NTE)
\$898,189	\$119,600	\$1,017,789

<i>Funding Information</i>	
Funding Sources	71% Certificate of Participation (COP) Bonds 29% General Fund

The Department of Homelessness and Supportive Housing (HSH) Contracts team requests authorization to enter into a new grant agreement with Episcopal Community Services for the provision of the Hillsdale Hotel Elevator Modernization Program for the period of January 1, 2025 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 the Grantee's master lease payments over five years by a total of \$449,501.01 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
Episcopal Community Services
Hillsdale Hotel Elevator Modernization Program

I. Background

To promote viability, improve quality of life, and increase accessibility for San Francisco residents in Permanent Supportive Housing (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 Hillsdale Hotel located at 51 6th Street, San Francisco, CA 94103.

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:
 - 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.
- 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 memorandums of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	Document Date	1/1/2025		
4	Contract Term	Begin Date	End Date	Duration (Years)
5	Current Term	1/1/2025	6/30/2026	2
6	Amended Term	1/1/2025	6/30/2026	2
7	Program	Hillsdale Hotel Elevator Modernization Program		
8				
9	Approved Subcontractors			
10	None.			

	A	B	C	D	G	J	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	APPENDIX B, BUDGET								
3	Document Date	1/1/2025							
4	Contract Term	Begin Date	End Date	Duration (Years)					
5	Current Term	1/1/2025	6/30/2026	2					
6	Amended Term	1/1/2025	6/30/2026	2					
7	Provider Name	Episcopal Community Services							
8	Program	Hillsdale Hotel Elevator Modernization Program							
9	F\$P Contract ID#	1000034353							
10	Contract Action	New Agreement							
11	Effective Date	1/1/2025							
12	Budget Names	General Fund - One-Time, COP - One-Time Capital, COP - Reserves							
13		Current	New						
14	Term Budget	\$ -	\$ 1,017,789						
16	Not-To-Exceed	\$ -	\$ 1,017,789						
17									
18					Year 1	Year 2	All Years		
19					1/1/2025 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026
20					New	New			New
21	Expenditures								
27	Other Expenses				\$ 90,619	\$ 209,570	\$ -	\$ 300,189	\$ 300,189
28	Capital Expenditure				\$ 554,400	\$ 163,200	\$ -	\$ 717,600	\$ 717,600
30	Total Expenditures				\$ 645,019	\$ 372,770	\$ -	\$ 1,017,789	\$ 1,017,789
31									
32	HSH Revenues*								
33	General Fund - One-Time				\$ 90,619	\$ 209,570	\$ -	\$ 300,189	\$ 300,189
35	Certificate of Participation (COP) - One-Time				\$ 554,400	\$ 163,200	\$ -	\$ 717,600	\$ 717,600
42	Total HSH Revenues				\$ 645,019	\$ 372,770	\$ -	\$ 1,017,789	\$ 1,017,789
55									
56	*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.								
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58									
59									
60	Prepared by	Tiffany Luong							
61	Title	Senior Director of Finance and Planning							
62	Phone	415-487-3300							
63	Email	tluong@ecs-sf.org							

	A	B	C	D	G	J	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	APPENDIX B, BUDGET								
3	Document Date	1/1/2025							
4	Contract Term	Begin Date	End Date	Duration (Years)					
5	Current Term	1/1/2025	6/30/2026	2					
6	Amended Term	1/1/2025	6/30/2026	2					
7	Provider Name	Episcopal Community Services							
8	Program	Hillsdale Hotel Elevator Modernization Program							
9	F\$P Contract ID#	1000034353							
10	Contract Action	New Agreement							
11	Effective Date	1/1/2025							
12	Budget Name	General Fund - One-Time							
13		Current	New						
14	Term Budget	\$ -	\$ 300,189						
16	Not-To-Exceed	\$ -	\$ 1,017,789						
17									
18					Year 1	Year 2	All Years		
19					1/1/2025 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026
20					New	New			New
21	Expenditures								
27	Other Expenses				\$ 90,619	\$ 209,570	\$ -	\$ 300,189	\$ 300,189
30	Total Expenditures				\$ 90,619	\$ 209,570	\$ -	\$ 300,189	\$ 300,189
31									
32	HSH Revenues								
33	General Fund - One-Time				\$ 90,619	\$ 209,570	\$ -	\$ 300,189	\$ 300,189
42	Total HSH Revenues				\$ 90,619	\$ 209,570	\$ -	\$ 300,189	\$ 300,189
53									
54									
55	Approved by	Tiffany Luong							
56	Title	Senior Director of Finance and Planning							
57	Phone	415-487-3300							
58	Email	tluong@ecs-sf.org							
59									

	A	B	E	H	AG	AH	AI	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	APPENDIX B, BUDGET							
3	OPERATING DETAIL							
4	Document Date	1/1/2025						
5	Provider Name	Episcopal Community Services						
6	Program	Hillsdale Hotel Elevator Modernization Program						
7	F\$P Contract ID#	1000034353						
8	Budget Name	General Fund - One-Time						
9								
10			Year 1	Year 2	All Years			
11			1/1/2025 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	
12			New	New			New	
13			Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
71	<u>Other Expenses</u>							
72	Relocation Costs		\$ 47,805	\$ 191,221	\$ -	\$ 239,026	\$ 239,026	
73	Other Soft Costs		\$ 42,814	\$ 18,349	\$ -	\$ 61,163	\$ 61,163	
85	TOTAL OTHER EXPENSES		\$ 90,619	\$ 209,570	\$ -	\$ 300,189	\$ 300,189	

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	BUDGET NARRATIVE		Fiscal Year	
4	General Fund - One-Time	FY24-25		
112	<u>Other Expenses</u>	<u>Amount</u>	<u>Justification</u>	
113	Relocation Costs	\$ 47,805	Relocation Costs(Specialist, Hotel, Food, Transportation, Packing Materials)	
114	Other Soft Costs	\$ 42,814	Project Management, Insurance, and Licenses	
125				
126	TOTAL OTHER EXPENSES	\$ 90,619		
127				
128				
198				

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5	Current Term	1/1/2025	6/30/2026	2					
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9	F\$P Contract ID#	1000034353							
10	Contract Action	New Agreement							
11	Effective Date	1/1/2025							
12	Budget Name	COP - One-Time Capital							
13		Current	New						
14	Term Budget	\$ -	\$ 598,000						
16	Not-To-Exceed	\$ -	\$ 1,017,789						
17									
18					Year 1	Year 2	All Years		
19					1/1/2025 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026
20					New	New			New
21	Expenditures								
28	Capital Expenditure				\$ 434,800	\$ 163,200	\$ -	\$ 598,000	\$ 598,000
30	Total Expenditures				\$ 434,800	\$ 163,200	\$ -	\$ 598,000	\$ 598,000
31									
32	HSH Revenues								
35	Certificate of Participation (COP) - One-Time				\$ 434,800	\$ 163,200	\$ -	\$ 598,000	\$ 598,000
42	Total HSH Revenues				\$ 434,800	\$ 163,200	\$ -	\$ 598,000	\$ 598,000
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6	Program	Hillsdale Hotel Elevator Modernization Program					
7	F\$P Contract ID#	1000034353					
8	Budget Name	COP - One-Time Capital					
9							
10			Year 1	Year 2	All Years		
11			1/1/2025 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026
12			New	New			New
13			Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
87	Capital Expenses						
88	Elevator Repair Materials		\$ 380,800	\$ 163,200	\$ -	\$ 544,000	\$ 544,000
89	Non-Elevator Work Materials FA		\$ 16,500	\$ -	\$ -	\$ 16,500	\$ 16,500
90	Non-Elevator Work Labor MR		\$ 37,500	\$ -	\$ -	\$ 37,500	\$ 37,500
96	TOTAL CAPITAL EXPENSES		\$ 434,800	\$ 163,200	\$ -	\$ 598,000	\$ 598,000

	A	B	C	D
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING			
2	APPENDIX B, BUDGET			
3	BUDGET NARRATIVE		Fiscal Year	
4	COP - One-Time Capital		FY24-25	
51				
129	<u>Capital Expenses</u>		<u>Amount</u>	<u>Justification</u>
130	Elevator Repair Materials		\$ 380,800	Replacement of car door operator and associated door equipment
131	Non-Elevator Work Materials FA		\$ 16,500	Electrical, patch and paint, and emergency call button - Fire Alarm
132	Non-Elevator Work Labor MR		\$ 37,500	Electrical, patch and paint, and emergency call button Machine - Room Repairs
138	TOTAL CAPITAL EXPENSES		\$ 434,800	
139				

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12	Budget Name	COP - Reserves							
13		Current	New						
14	Term Budget	\$ -	\$ 119,600						
16	Not-To-Exceed	\$ -	\$ 1,017,789						
17									
18					Year 1	All Years			
19					1/1/2025 - 6/30/2025	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	1/1/2025 - 6/30/2026	
20					New			New	
21	Expenditures								
28	Capital Expenditure	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	
30	Total Expenditures	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	
31									
32	<u>HSH Revenues</u>								
35	Certificate of Participation (COP) - One-Time	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	
42	Total HSH Revenues	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	\$ -	\$ 119,600	\$ 119,600	
54									
55	Prepared by	Tiffany Luong							
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12			New			New
13			Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
87	<u>Capital Expenses</u>					
88	Capital Reserves		\$ 119,600	\$ -	\$ 119,600	\$ 119,600
95						
96	TOTAL CAPITAL EXPENSES		\$ 119,600	\$ -	\$ 119,600	\$ 119,600