

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**SECOND AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
EPISCOPAL COMMUNITY SERVICES**

THIS AMENDMENT of the **October 20, 2020** Grant Agreement (the "Agreement") is dated as of **July 1, 2025**, and is made in the City and County of San Francisco, State of California, by and between **EPISCOPAL COMMUNITY SERVICES** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, Grantee was selected pursuant to San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, City and Grantee desire to execute this Amendment to update the Agreement in order to update the grant amount and extend the agreement term; and

WHEREAS, the Board of Supervisors approved this Amendment under San Francisco Charter Section 9.118 by Resolution No. 270-25 on June 3, 2025; and

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) "Agreement" shall mean the Agreement dated **October 20, 2020** between Grantee and City, and **First Amendment**, dated **November 1, 2023**.
 - (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132

(Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

2. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

2.1 Section 3.2 Duration of Term of the Agreement currently reads as follows:

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **January 1, 2021** and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Such section is hereby replaced in its entirety to read as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **January 1, 2021** and expire on **June 30, 2027**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 Section 4.2 Grantee's Personnel of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.2 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

2.3 Section 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Forty Seven Million One Hundred Fifty Nine Thousand Three Hundred Ninety Nine Dollars (\$47,159,399)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million One Hundred Seventy One Thousand Seven Hundred Seventy Two Dollars (\$3,171,772)** is included as a contingency amount and is neither to be used in

Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

Such section is hereby replaced in its entirety to read as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Seventy Two Million Two Hundred Ninety Seven Thousand Six Hundred Eighty Four Dollars (\$72,297,684)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Eight Hundred Seventy One Thousand Six Hundred Twenty Dollars (\$3,871,620)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

2.4 Section 5.2 Use of Grant Funds of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

2.5 Section 5.4 Reserved. (State or Federal Funds) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.4 State or Federal Funds.

- (a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** Where the funding for this Agreement is provided in full or in part by a federal or state Grant to the City, as part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

2.6 Section 6.7 Submitting False Claims of the Agreement is hereby deleted and replaced in its entirety with:

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damage the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2.7 Section 10.1 Types of and Amounts of Coverage of the agreement is hereby deleted and replaced in with

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million

dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable

2.8 Section 13.3 Subcontracting of the Agreement is hereby deleted and replaced in its entirety to read as follows:

13.3 Subcontracting. If the Budget lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If the Budget specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth in the Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

2.9 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is replaced by the following:

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Episcopal Community Services
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
Attn: Mary Elizabeth Stokes
Email: bstokes@ecs-sf.org

Any notice of default must be sent by certified mail or other trackable written communication.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

2.10 Section 16.1 Reserved of the Agreement is hereby deleted and replaced by:

16.1 Payment of Prevailing Wages.

16.1.1 Covered Services. Services to be performed by Contractor under this

Agreement may involve the performance of work covered by the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, or San Francisco Labor and Employment Code Article 102 (Section 102.2) (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

16.1.2 Wage Rates. The latest prevailing wage rates for private employment on public **contracts** as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations ("DIR"), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this

Agreement. Copies of the applicable prevailing wage rates are available from the City's Office of Labor Standards and Enforcement ("OLSE"). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates, as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

16.1.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors and DIR for such labor and services

16.1.4 Posted Notices. Contractor shall post job site notices prescribed by DIR at all job sites where Covered Services are to be performed.

16.1.5 Payroll Records. Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives and/or DIR.

16.1.6 Certified Payrolls. Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City and to DIR as specified by City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

16.1.7 Compliance Monitoring. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any

subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

16.1.8 Remedies. Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

2.11 Section 16.8 Requiring Minimum Compensation for Employees of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

2.12 Section 16.19 Distribution of Beverages and Water of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.19 Distribution of Beverages and Water

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24 as part of its performance of this Agreement.

2.13 Section 16.21 Compliance with Other Laws of the Agreement is hereby deleted and replaced in its entirety to read as follows:

- (a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- (b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

2.14 Section 16.23 Reserved. (Additional Requirements for Federally-Funded Awards) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards, when applicable.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for

Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:

- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procures a commercial sex act during the period of time that the award is in effect; or
- (3) Uses forced labor in the performance of the award or sub-awards under the award.

2.15 Section 16.24 Additional City Compliance Requirements of the Agreement is hereby deleted.

2.16 Section 17.6 Entire Agreement of the Agreement is hereby deleted and replaced with the following:

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A-1, Services to be Provided (dated July 1, 2025)

Appendix A-2, Services to be Provided (dated July 1, 2025)

Appendix B, Budget (dated July 1, 2025)

Appendix C, Method of Payment (dated July 1, 2025)

Appendix D, Interests in Other City Grants (dated July 1, 2025)

Appendix E, Anti-Violence and Weapons Policy

2.17 Section 17.12 Dispute Resolution Procedure of the Agreement is hereby deleted and replaced with the following:

17.12 Reserved.

2.18 Section 17.14 Services During a City-Declared Emergency of the Agreement is hereby deleted and replaced with the following:

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Eligible Expenses. Any services provided beyond those listed in Eligible Expenses must be approved by the Department.

- 2.19 **Appendix A-1, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A-1, Services to be Provided** for the period of July 1, 2025 to June 30, 2027.
- 2.20 **Appendix A-2, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A-2, Services to be Provided** for the period of July 1, 2025 to June 30, 2027.
- 2.21 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2025), for the period of January 1, 2021, to June 30, 2027.
- 2.22 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2025).
- 2.23 **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2025).
- 2.24 **Appendix E, Anti-Violence and Weapons Policy**, is hereby added as an appendix to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

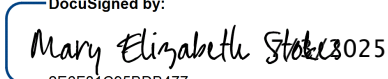
CITY

GRANTEE

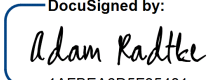
**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

EPISCOPAL COMMUNITY SERVICES

By:  7/7/2025
Shireen McSpadden Date
Executive Director

By:  7/7/2025
Mary Elizabeth Stokes Date
Executive Director
City Supplier Number: 0000020568

Approved as to Form:
David Chiu
City Attorney

By:  7/3/2025
Adam Radtke Date
Deputy City Attorney

From: [Gil, Hailey \(HOM\)](#)
To: [Board of Supervisors \(BOS\)](#)
Cc: [Schneider, Dylan \(HOM\)](#)
Subject: HSH Legislation - Finally Executed Grant Agreement
Date: Monday, July 7, 2025 11:32:05 AM
Attachments: [ECS - Master Lease - G150 - Amend 2 -1.21-6.27 - REVISED.pdf](#)

Good morning!

Please find attached the finally executed grant agreement amendment between HSH and Episcopal Community Services for five permanent supportive housing sites. For inclusion in [File No. 250457](#).

Best,



Hailey Gil (she/her)

Senior Legislative Analyst

San Francisco Department of Homelessness and Supportive Housing

hailey.gil@sfgov.org | P: 628.652.7925 C: 415.926.9264

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