

File No. 221171

Committee Item No. 7

Board Item No. 16

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee  
Board of Supervisors Meeting

Date December 7, 2022  
Date December 13, 2022

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

#### OTHER (Use back side if additional space is needed)

- CSC Approval - Personal Services Contract Summary 8/30/2022
- Request for Proposal
- HSH Presentation 12/7/2022
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date December 1, 2022

Completed by: Brent Jalipa Date December 8, 2022

1 [Lease and Property Management Agreement - Housing for Independent People, Inc. -  
2 333-12th Street - Not to Exceed \$20,080,000]

3 **Resolution 1) approving and authorizing the Director of Property and the Executive**  
4 **Director of the Department of Homelessness and Supportive Housing (“HSH”) to**  
5 **enter into a Lease and Property Management Agreement (“Agreement”) with**  
6 **Housing for Independent People, Inc. to lease, operate, and maintain the real**  
7 **property and residential improvements located at 333-12th Street for an initial five-**  
8 **year term to commence on February 1, 2023, with an option to extend for up to an**  
9 **additional five years, and base rent of \$1 per year with no annual rent increases, and**  
10 **for net property management and operating costs to be paid by the City in a total**  
11 **five-year amount not to exceed \$20,080,000; 2) determining in accordance with**  
12 **Administrative Code, Section 23.33, that the below market rent payable under the**  
13 **Agreement will serve a public purpose by providing Permanent Supportive Housing**  
14 **for formerly homeless and low-income households; 3) adopting findings declaring**  
15 **that the Property is “exempt surplus land” under the California Surplus Land Act; 4)**  
16 **authorizing the Director of Property and the Executive Director of HSH to execute the**  
17 **Agreement, make certain modifications, and take certain actions in furtherance of**  
18 **the Agreement and this Resolution, as defined herein; 5) ratifying all prior actions**  
19 **taken by any City employee or official with respect to the Agreement, as defined**  
20 **herein; and 6) affirming the Planning Department’s determination under the**  
21 **California Environmental Quality Act, and adopting the Planning Department’s**  
22 **findings of consistency with the General Plan, and the eight priority policies of the**  
23 **Planning Code, Section 101.1.**

1           WHEREAS, The Department of Homelessness and Supportive Housing’s (“HSH”)  
2 mission is to prevent homelessness when possible and to make homelessness a rare,  
3 brief, and one-time experience in San Francisco through the provision of coordinated,  
4 compassionate, and high-quality services; and

5           WHEREAS, With the adoption of Resolution No. 319-18 in October 2018, the  
6 Board of Supervisors and Mayor Breed declared a shelter crisis and affirmed San  
7 Francisco’s commitment to combatting homelessness and creating or augmenting a  
8 continuum of shelter and service options for those experiencing homelessness; and

9           WHEREAS, Permanent Supportive Housing (“PSH”) is the most effective,  
10 evidence-based solution to ending chronic homelessness and also prevents new incidents  
11 of homelessness among highly vulnerable people with long experiences of homelessness;  
12 and

13           WHEREAS, In July 2020, Mayor Breed announced her Homelessness Recovery  
14 Plan, which included the goal of acquiring and operating 1,500 new units of PSH by June  
15 30, 2022; and

16           WHEREAS, As of June 30, 2022, the City had nearly doubled this goal with 2,918  
17 units of site-based and scattered site PSH that were active or under contract with a non-  
18 profit provider added since July 2020; and

19           WHEREAS, On April 26, 2022, the City adopted Resolution No.147-22, approving  
20 and authorizing the acquisition of the real property and improvements located at 333-12th  
21 Street, Assessor Parcel Number Block 3521, Lots 095 and 097 through 296 (the  
22 “Property”); and

23           WHEREAS, On July 28, 2022, the California Department of Housing and  
24 Community Development announced that it will be awarding up to \$56,578,000 of Project  
25 Homekey grant funds to support the acquisition and operations of the Property; HSH will be

1 seeking approval from the Board of Supervisors to accept and expend such Project  
2 Homekey grant funds in this fiscal year; and

3 WHEREAS, The City acquired the Property on August 9, 2022, a copy of the final  
4 executed Purchase and Sale Agreement is on file with the Clerk of the Board of  
5 Supervisors in File No. 220344; and

6 WHEREAS, The Property consists of approximately 25,533 square feet of land  
7 and improvements, including a residential building consisting of 200 multi-family units, a  
8 central lobby, community lounges, office space, laundry rooms, elevator and shared  
9 outdoor space, and all personal property and equipment used in connection with the  
10 operation of the Property; and

11 WHEREAS, In August 2022, HSH selected Housing for Independent People, Inc.,  
12 a California nonprofit public benefit corporation, hereinafter referred to as “Tenant”, through  
13 a Request for Proposals, a copy of which is on file with the Clerk of the Board of  
14 Supervisors in File No. 221171, to provide property management and operations services  
15 at the Property; and

16 WHEREAS, HSH desires to enter into a Lease and Property Management  
17 Agreement (“Agreement”) with Tenant to provide onsite property management and  
18 operations services at the Property for an initial five-year term commencing February 1,  
19 2023, a copy of which is on file with the Clerk of the Board of Supervisors in File  
20 No. 221171; and

21 WHEREAS, The Agreement requires Tenant to be responsible for the ongoing  
22 management, maintenance, and operation of the Property as PSH in accordance with HSH  
23 housing-first and PSH policies and as residential housing for any other existing residents in  
24 accordance with all applicable laws; and

1           WHEREAS, In exchange for such services at the Property, the Agreement  
2 requires the City to fund the annual net property management and operating costs for the  
3 Property in a total five-year amount not to exceed \$20,080,000, subject to appropriations  
4 and certain other conditions, reporting requirements, and HSH approval of an annual  
5 operating budget submitted by Tenant, as further described in the Agreement; and

6           WHEREAS, The Agreement includes a base rent of \$1 per year to be paid by  
7 Tenant to the City with no annual rent increases; and

8           WHEREAS, The Director of Property has determined the annual base rent to be  
9 below market rent, but the lower rent will serve a public purpose by providing PSH for formerly  
10 homeless and low-income family households, in accordance with Section 23.33 of the  
11 Administrative Code; and

12           WHEREAS, The Agreement includes an option to extend the term of the Agreement  
13 for up to an additional five years, upon mutual agreement of the City and Tenant (“Extension  
14 Option”), and if the City and Tenant desire to exercise the Extension Option, the Director of  
15 Property and HSH Executive Director will seek any required City approvals at that time,  
16 subject to all applicable laws; and

17           WHEREAS, The Planning Department, by letter dated March 28, 2022 (“Planning  
18 Letter”), which is on file with the Clerk of the Board of Supervisors under File No. 220344 and  
19 incorporated herein by reference, found that the acquisition of the Property is not a project  
20 under the California Environmental Quality Act (California Public Resources Code, Sections  
21 21000 et seq.) (“CEQA”) under CEQA Guidelines, Sections 15378 and 15060(c)(2) (“CEQA  
22 Determination”) and is consistent with the General Plan, and the eight priority policies under  
23 Planning Code, Section 101.1 (“General Plan Findings”); and

24           WHEREAS, The Property is “exempt surplus land,” as defined by California  
25 Government Code, Section 54221(f)(1); and

1           WHEREAS, The Board of Supervisors has considered the lease of the Property to  
2 Tenant and finds that the Property and future maintenance and repair work by Tenant will not  
3 constitute a public work or improvement, and accordingly contracts entered into by or on  
4 behalf of Tenant in connection with the Property are not subject to the requirements of  
5 Administrative Code, Chapter 6, but the Agreement requires Tenant to comply with  
6 Administrative Code, Chapter 23, Article VII, including compliance with prevailing wage and  
7 apprenticeship and local hiring requirements; and

8           WHEREAS, On August 15, 2022, the Civil Service Commission approved property  
9 management services to be provided by selected non-profit organizations at HSH-acquired  
10 properties, including the Property, in the total amount of \$52,000,000 for a period of five  
11 years, see PSC #43675-22/23, a copy of which is on file with the Clerk of the Board of  
12 Supervisors in File No. 221171; and

13           WHEREAS, The funding of the net property management and operating costs for  
14 the Property requires Board of Supervisors approval under Section 9.118(b) of the Charter;  
15 now, therefore, be it

16           RESOLVED, That in accordance with the recommendation of the HSH Executive  
17 Director and the Director of Property, the Board of Supervisors approves the Agreement in  
18 substantially the form presented to the Board and hereby authorizes the Director of  
19 Property and the HSH Executive Director, or their designee(s), to execute the Agreement;  
20 and, be it

21           FURTHER RESOLVED, The Board of Supervisors affirms the Planning  
22 Department's CEQA Determination and General Plan Findings, for the same reasons as  
23 set forth in the Planning Letter and for the further reasons that the Agreement does not  
24 authorize a change in the use of the Property, or physical changes to the Property that  
25

1 could result in significant environmental impacts, and hereby incorporates such findings by  
2 reference as though fully set forth in this Resolution; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors confirms that the below market  
4 rental rate of the Agreement furthers a proper public purpose sufficient to meet the  
5 requirements of Administrative Code Section 23.33; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors finds that the Property is  
7 “exempt surplus land,” as defined by California Government Code, Section 54221(f)(1), for the  
8 reasons set forth above; and, be it

9 FURTHER RESOLVED, That HSH is authorized to fund the net property management  
10 and operating costs for the Property in a total amount not to exceed \$20,080,000 subject to  
11 appropriations and certain other conditions, reporting requirements, and HSH approval of an  
12 annual operating budget for the Property, as further described in the Agreement; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors authorizes the HSH Executive  
14 Director and the Director of Property, or their designees, to take all actions on behalf of the  
15 City to enter into, execute, and perform its obligations under the Agreement (including, without  
16 limitation, the exhibits to the Agreement) and any other documents that are necessary or  
17 advisable to effectuate the purpose of this Resolution and the Agreement; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
19 Property and the HSH Executive Director, or their designees, in consultation with the City  
20 Attorney, to enter into any additions, amendments, or other modifications to the Agreement  
21 (including, without limitation, the exhibits to the Agreement) and any other documents or  
22 instruments necessary in connection therewith that the HSH Executive Director and the  
23 Director of Property determine are in the best interests of the City, do not materially  
24 decrease the benefits to the City, do not materially increase the obligations or liabilities of  
25 the City, are necessary or advisable to effectuate the purposes of the Agreement or this

1 Resolution, and are in compliance with all applicable laws, including the Charter, such  
2 determination to be conclusively evidenced by the execution and delivery by the HSH  
3 Executive Director and Director of Property of any such additions, amendments, or other  
4 modifications; and, be it

5 FURTHER RESOLVED, That all prior actions taken by any City employee or  
6 official with respect to the Agreement are hereby approved and ratified; and, be it

7 FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully  
8 executed by all parties, HSH shall submit to the Clerk of the Board of Supervisors a fully  
9 executed copy for inclusion in the official file.

10  
11  
12 RECOMMENDED:

13  
14 \_\_\_\_\_/s/\_\_\_\_\_

15 Shireen McSpadden  
16 Department of Homelessness and Supportive Housing  
17 Executive Director

18  
19 \_\_\_\_\_/s/\_\_\_\_\_

20 Claudia Gorham  
21 Real Estate Division  
22 Deputy Managing Director



<b>Item 7</b> <b>File 22-1171</b>	<b>Department:</b> Homelessness and Supportive Housing (HSH)
<b>EXECUTIVE SUMMARY</b>	
<p><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve a lease and property management agreement between the Department of Homelessness and Supportive Housing (HSH) and Housing for Independent People, Inc. to lease, operate, and maintain the City-owned property at 333 12<sup>th</sup> Street for a term of five years from approximately February 2023 through January 2028, and one five-year option to extend, with total costs not to exceed \$20,080,000, for use as permanent supportive housing.</li> </ul> <p><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• In May 2022, the Board of Supervisors approved the purchase of 333 12th Street for use as permanent supportive housing for families. Under a Request for Proposals for service proposers, a joint proposal from Abode Services, as the supportive services provider, and Housing for Independent People, Inc., as the property manager, received the highest average score and was awarded the contract.</li> <li>• The building has 200 family size units, 95 of which are occupied by market rate tenants.</li> </ul> <p><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed lease and property management agreement would have a total amount not to exceed \$20,080,000 over the initial five-year term, including a reserve and contingency. Due to the existing reserve, the Budget and Legislative Analyst recommends reducing the contingency to 10 percent of operating expenditures, or \$1,507,500.</li> </ul> <p><b>Recommendations</b></p> <ol style="list-style-type: none"> <li>1. Amend the proposed resolution to reduce the not-to-exceed amount of the proposed lease and property management agreement to \$18,238,407</li> <li>2. Approve the resolution, as amended.</li> </ol>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

Administrative Code Section 23.1 authorizes the Director of Property to enter into leases of City-owned property for a term of one year or less. Longer term leases require Board of Supervisors approval.

Administrative Code Section 23.30 allows for leasing of City-owned property at less than market rate if doing so will serve a public purpose, subject to approval of the Board of Supervisors.

**BACKGROUND**

In November 2018, San Francisco voters approved Proposition C, a gross receipts tax to fund homeless services and housing. In July 2020, Mayor London Breed announced her Homelessness Recovery Plan, that included the goal of acquiring or leasing 1,500 new units of Permanent Supportive Housing (PSH) over the next two years. According to the proposed resolution, as of June 30, 2022, the City had added 2,918 new units of site-based and scattered site PSH that were active or under contract with a non-profit provider.

**333 12<sup>th</sup> Street**

In May 2022, the Board of Supervisors approved the purchase of 333 12<sup>th</sup> Street at a total acquisition cost of \$145,000,000 plus an estimated \$290,000 for typical closing costs, and up to \$2,250,000 in interest payable in two installments, for a total acquisition cost amount not to exceed \$147,540,000 (File 22-0344).

In August 2022, the City acquired 333 12<sup>th</sup> Street to provide permanent supportive housing (PSH). 333 12<sup>th</sup> Street is approximately 25,533 square feet of land, with a residential building consisting of 200 multi-family units (two-, four- and five-bedroom units), office space, community lounges, a central lobby, laundry rooms, elevator, and shared outdoor space. The property is in the South of Market District on 12<sup>th</sup> Street between Harrison and Folsom Streets.

According to Department of Homelessness and Supportive Housing (HSH) staff, the property is currently being used for private, market rate housing, and current tenants are on month-to-month leases. HSH states that the City has issued a Notice of Non-Displacement to communicate to current residents that they are not required to move. Tenants have been informed the building will be operated as a permanent supportive housing site for formerly homeless families. Current residents typically rent individual rooms rather than the entire unit. Approximately 120 residents currently occupy 19% of total bedrooms across 95 units. As lease up of PSH units occurs, current residents will be asked to consolidate into units per the terms of their existing leases.

### Homekey Grant

A proposed resolution to approve the acceptance of a \$56,578,000 Homekey grant to offset the cost of the purchase and provide a partial operating subsidy to support operations through June 30, 2026 will be heard at the Budget and Finance Committee on December 7, 2022 (File 22-1170). The Homekey grant agreement requires that 170 of the 200 units in the building will be occupied by Homekey eligible households. The total award of \$56,578,000 includes a bonus award of \$1,680,000 conditioned on the property achieving 90 percent occupancy by March 2023, which will not be achieved.

### Procurement

In June 2022, HSH issued a Request for Proposal (RFP) to select non-profit providers for property management and supportive services at 333 12<sup>th</sup> Street.<sup>1</sup> Two proposals were received for this RFP, including a proposal from Abode Services and Housing for Independent People, Inc.<sup>2</sup> Five evaluation panelists scored the proposals divided amongst three categories: (1) Project Approach, (2) Organizational Capacity, Staffing and Relevant Experience, and (3) Fiscal Capacity/Budget. The proposal from Abode Services, as the supportive services provider, and Housing for Independent People, Inc., as the property manager, received the highest average score of 88 out of 100 possible points and was awarded the contract.<sup>3</sup>

According to HSH, there is no interim property management agreement because the site is not yet operating as permanent supportive housing. As part of the sale of the property to the City, the City took over the prior owner's property management agreement with Cushman & Wakefield until the proposed lease and property management agreement could be executed. If the proposed lease and property management agreement with Housing for Independent People, Inc. is approved, HSH will end the existing agreement to coincide with the start of the lease and property management agreement.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves a lease and property management agreement with Housing for Independent People, Inc. to provide onsite property management and operations services at 333 12<sup>th</sup> Street. The agreement includes:

- A five-year term with an option to extend for up to an additional five years and base rent of \$1.00 per year with no annual rent increases.

<sup>1</sup> The lease and operating agreements for 3061 16<sup>th</sup> Street, 5630 Mission Street, and 1321 Mission Street utilized a Solicitation of Information to procure service providers. According to HSH, the Department intends to use Requests for Proposals to procure master lease and property management agreements going forward.

<sup>2</sup> Abode is the parent entity of Housing for Independent People, Inc.

<sup>3</sup> The proposals were evaluated by two Program Support Analysts at HSH, a Senior Community Development Specialist at the Mayor's Office of Housing and Community Development, a Principal Administrative Analyst at the Mayor's Office, and the Director of Housing at HSH.

- A not to exceed amount of \$20,080,000 for the City to pay the net property management and operating costs.

The proposed legislation would also make the following findings and actions:

- The below market rent payable under the agreement will serve a public purpose by providing Permanent Supportive Housing for formerly homeless and low-income households in need, in accordance with Section 23.33 of the Administrative Code.
- Adopt findings declaring that the property is “exempt surplus land” under the California Surplus Lands Act.
- Affirm the Planning Department’s determination under the California Environmental Quality Act (CEQA).
- Adopt the Planning Department's findings of consistency with the General Plan and Planning Code Section 101.1.
- Authorize the Director of Property and the Executive Director of HSH to execute the agreement, make certain modifications, and take certain actions in furtherance of the agreement and resolution.

### **Lease and Property Management Agreement Services**

Housing for Independent People, Inc. would be responsible for providing property management services at 333 12<sup>th</sup> Street for 200 units consisting of 195 multi-family units and five units to be used by staff to live on-site as well as for support services. According to HSH, because the building was not built to support and accommodate formerly homeless families, the five units are needed to be used as office space to locate the support service staff. Residents will be referred by HSH’s Coordinated Entry program. According to HSH, supportive services will be provided by Abode (the parent entity of Housing for Independent People, Inc.) under a separate agreement. However, HSH states this agreement has not been finalized yet because the site is slated to begin operating in February 2023. The source of funding for the agreement will be Proposition C Our City, Our Home family housing funds, previously appropriated within HSH’s budget.

As detailed in the proposed lease and property management agreement, Housing for Independent People, Inc. will provide ongoing management, maintenance, and operation of the property as Permanent Supportive Housing. This includes the following activities: conducting wellness checks and/or emergency safety checks, performing application reviews and executing lease agreements, enforcing leases, which includes providing written notices and working to prevent evictions, collecting rent and other housing-related payments from residents, maintaining the building’s common areas and turning over units, ensure that translation and interpreter services are available to residents as needed, conducting preventative maintenance, maintaining a residential occupancy rate of at least 95 percent, working with residents to resolve lease violations, and conducting general maintenance and repairs, amongst other activities.

### **Funding Requirements**

Under the proposed agreement, Housing for Independent People, Inc. will submit an annual property management plan, annual operating budget, and an annual preventative maintenance

plan and schedule for City approval. Housing for Independent People, Inc. would be able to adjust budget line items in the annual operating budget by no more than 10 percent, unless first receiving HSH pre-approval. No later than July 10 of each Operating Year, HSH would deposit 20 percent of the Annual Operating Subsidy for Housing for Independent People, Inc. to pay for project expenses. Housing for Independent People, Inc. will submit monthly invoices and related documentation to HSH within 15 days after the month to reimburse operating expenditures from the previous month.

### *Project Reserves*

The Project Reserves are detailed in Exhibit E, Annual Operating Budget. The City would hold any required project reserves and Housing for Independent People, Inc. must receive written approval from the City before incurring any costs against reserves listed. The City would approve uses of the reserves in two general categories: (1) operating reserve and (2) replacement reserve. The operating reserve may be used to alleviate cash shortages from inability to collect rent, increases to utility costs, unbudgeted maintenance expenses, abnormally high vacancies, and other project expenses. The replacement reserve may be used for relocation costs because of an unanticipated emergency, unusual replacement and repairs, or the replacement of furniture, fixtures, or equipment required. The operating reserve was sized to account for: (1) pending final quotes for property insurance; and (2) an estimated under-collection of rent payments compared to total occupancy. The replacement reserve is sized to allow for five percent of the units to be turned over per year and for unexpected major systems repairs. According to Exhibit E, the reserve amounts total \$1,655,905 and is prorated annually over the five -year term. According to HSH staff, the reserve amount is based on review of the budget in comparison to other similar sized buildings.

### **Service and Outcome Objectives**

The proposed lease and property management agreement include the following service and outcome objectives for Housing for Independent People, Inc.:

- Ensure that each unit, upon turnover, is cleaned and/or repaired within 21 days;
- Collect at least 90 percent of resident's monthly rent;
- Maintain a residential occupancy rate of at least 95 percent;
- Submit an Annual Operating Budget and provide a property management plan and a preventative maintenance plan and schedule to HSH for review and approval; and
- Submit all required asset management and program reports on a timely basis to HSH and other funders

Outcome objectives include the following:

- 90 percent of residents will maintain their housing for a minimum of 12 months, move to other PSH, or be provided with more appropriate placements;
- 85 percent of lease violations will be resolved without loss of housing to residents; and

- At least 75 percent of residents will complete an annual satisfaction survey, and of those responsive residents, 80 percent will indicate that they are satisfied or very satisfied with property management services

Performance and fiscal monitoring will occur annually. In addition, Housing for Independent People, Inc. is required to submit monthly, quarterly, annual, and ad-hoc reports to HSH.

#### **FISCAL IMPACT**

The proposed resolution would approve a total not to exceed amount of \$20,080,000. As Exhibit 1 shows below, the term budget totals \$15,075,002. The not-to-exceed amount includes \$1,655,905 in reserves and \$3,349,094 in contingency funding at a rate of approximately 20 percent of the term budget and the reserves.

Exhibit 1 below shows the proposed budget of this resolution for the five-year period.

**Exhibit 1: Fiscal Impact of Proposed Resolution**

	<b>Start-up &amp; Year 1</b> (2/1/2023- 6/30/2024)	<b>Year 2</b> (7/1/2024- 6/30/2025)	<b>Year 3</b> (7/1/2025- 6/30/2026)	<b>Year 4</b> (7/1/2026- 6/30/2027)	<b>Year 5</b> (7/1/2027- 1/31/2028)	<b>All Years</b> (2/1/2023- 1/31/2028)
<b>Expenditures</b>						
Salaries & Benefits	\$1,388,694	\$1,009,662	\$1,039,952	\$1,071,151	\$643,583	\$5,153,043
Operating Expenses	1,762,073	1,332,287	1,371,193	1,694,226	1,032,085	7,191,863
Indirect Cost	472,615	351,292	361,672	414,807	251,350	1,851,736
Other Expenses <sup>4</sup>	201,355	152,969	158,131	162,875	91,602	766,933
Capital Expenditure <sup>5</sup>	-		36,050	37,132	38,245	111,427
<b>Total Expenditures</b>	<b>\$3,824,738</b>	<b>\$2,846,210</b>	<b>\$2,966,998</b>	<b>\$3,380,190</b>	<b>\$2,056,866</b>	<b>\$15,075,002</b>
<b>Reserves</b>						
Operating Reserve	332,917	242,050	249,312	256,791	154,288	1,235,358
Replacement Reserve	113,333	82,400	84,872	87,418	52,524	420,547
<b>Total Reserves</b>	<b>\$446,250</b>	<b>\$324,450</b>	<b>\$334,184</b>	<b>\$344,209</b>	<b>\$206,812</b>	<b>\$1,655,905</b>
<b>Total Expenditures + Reserves</b>	<b>\$4,270,988</b>	<b>\$3,170,660</b>	<b>\$3,301,182</b>	<b>\$3,724,399</b>	<b>\$2,263,678</b>	<b>\$16,730,907</b>
<b>Revenues</b>						
State Project Homekey	3,433,508	2,372,360	242,132			6,048,000
Proposition C			2,251,016	2,906,340	1,780,453	6,937,809
<b>Subtotal, Operating Revenues</b>	<b>\$3,433,508</b>	<b>\$2,372,360</b>	<b>\$2,493,148</b>	<b>\$2,906,340</b>	<b>\$1,780,453</b>	<b>\$12,985,809</b>
Prop C Reserve Funding	446,250	324,450	334,184	344,209	206,812	1,655,905
<b>Total HSH Revenues</b>	<b>\$3,879,758</b>	<b>\$2,696,810</b>	<b>\$2,827,332</b>	<b>\$3,250,549</b>	<b>\$1,987,265</b>	<b>\$14,641,714</b>
Tenant Income	391,230	473,850	473,850	473,850	276,413	2,089,193
<b>Total HSH + Other Revenues</b>	<b>\$4,270,988</b>	<b>\$3,170,660</b>	<b>\$3,301,182</b>	<b>\$3,724,399</b>	<b>\$2,263,678</b>	<b>\$16,730,906</b>
<b>Not-to-Exceed Contract Amount</b>						
Agreement Funding Sources						\$16,730,906
Contingency (20%)						\$3,349,094
<b>Total Not-to-Exceed Amount</b>						<b>\$20,080,000</b>

Source: Exhibit E of Proposed Lease Agreement

**Sources of Funding**

Operating costs totaling \$15,075,002 are funded by the proposed Homekey grant (\$6,048,000), Proposition C Homelessness Gross Receipt Tax revenues (\$6,937,809), and tenant income (\$2,089,193). According to HSH staff, the operating and replacement reserves (\$1,655,905) will be funded by Proposition C housing funds. HSH states that in addition to the one-time Homekey operating funds, the City's subsidy including the reserves are budgeted in HSH's housing budget supported by Proposition C Homelessness Gross Receipts tax revenue. If needed, the contingency would also be funded by Proposition C funds.

**Staffing**

The proposed agreement funds 11.50 full-time equivalent positions for property management, desk clerks, maintenance technicians and janitors. In addition, the agreement provides funding

<sup>4</sup> These costs are for Bookkeeping/Accounting services, Asset Management, audit services, and Contracted Security/Desk Clerk coverage. These costs are separated out because they are not subject to additional indirect cost allocation to the provider.

<sup>5</sup> According to HSH, this is the cost of turning over occupied units as those residents leave through attrition. HSH states this will exceed the expected 5 percent of units turning over that is covered by the reserves because there are currently 95 occupied units.

for contracted security desk services, bookkeeping/accounting services, asset management, and audit services.

**Contingency**

The reserve and contingency are 33 percent of estimated expenditures over the initial five-year term. Due to the existing 11 percent reserve for unanticipated expenses, the Budget and Legislative Analyst does not consider an additional 20 percent contingency to be necessary and recommends reducing the contingency to 10 percent of operating expenditures, or \$1,507,500, rather than 20 percent of total projected expenditures and reserves. This would reduce the not-to-exceed amount of the proposed agreement to \$18,238,407. This reduction would still allow a reserve fund of \$1,655,905 to cover overages in operating costs and maintenance and repair costs.

**Total Costs**

The total cost to purchase the property and provide property management and support services through January 2028 (the end of the initial term of the proposed lease and property management agreement) is approximately \$175 million, excluding reserves and contingencies. The estimated sources and uses of funds are shown in Exhibit 2 below.

**Exhibit 2: Total Estimated Sources and Uses of Funds for Acquisition and Five Years of Operation**

<b>Sources</b>	<b>Amount</b>
Proposition C	116,392,809
Homekey Grant	56,578,000
Tenant Income	2,089,193
<b>Total Sources</b>	<b>\$175,060,002</b>

<b>Uses</b>	<b>Amount</b>
Building Purchase	\$147,540,000
Rehabilitation	0
Property Management	15,075,002
Support Services	12,445,000
<b>Total Uses</b>	<b>\$175,060,002</b>

Sources: HSH, Proposed Lease and Property Management Agreement

The total annual cost for property management and support services is approximately \$5,335,910, or approximately \$26,680 per unit, in FY 2024-25 excluding reserves and contingencies. This is approximately 34 percent higher than the \$19,800 per unit estimated by HSH and reported by the Budget and Legislative Analyst at the time of the acquisition in April 2022 but is consistent with the \$26,700 per unit estimate included in the solicitation used to procure this agreement. According to HSH, the increase in service costs is due to higher wages for service providers and higher service levels for a large building of formerly homeless families.



The RFP states that the property management budget proposals should be within two percent of the average \$1,105 per unit per month. The proposed property management agreement is based on actual cost assumptions is \$1,277 per unit per month,<sup>6</sup> or 15 percent higher than the budget in the RFP. According to HSH, the property management budget is higher than in the RFP because of higher than expected insurance requirements requested by the City.

## RECOMMENDATIONS

1. Amend the proposed resolution to reduce the not-to-exceed amount of the proposed lease and property management agreement to \$18,238,407.
2. Approve resolution, as amended.

---

<sup>6</sup> On average, during Years 2 – 4 of the agreement (the periods with twelve months).



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Lease & Property Management Agreements: Four Permanent Supportive Housing Sites

Budget and Finance Committee | December 7, 2022



# Lease & Property Management Agreements

• Five acquired sites ready to operate as **Permanent Supportive Housing**.

• Need **master lease and property management agreement** with the non-profit property management provider.

## Resolutions (no extensive rehab)

- 1321 Mission Street\*
- 333 12th Street

## Ordinances (Ch. 6 waivers for rehab)

- 3061 16th Street
- 5630 Mission Street
- 835 Turk Street

\*Heard at Budget and Finance on 11/9

# Legislation: Property Management & Lease

- Authorizes DRE & HSH to enter an Agreement with the selected non-profit Property Manager to **lease, operate, and maintain the property**.
- **Exempt properties** from contracting requirements under Admin. Code Ch. 6 and **require compliance** with the **prevailing wage and apprenticeship requirements** of Admin Code Section 23.61 and **competitive procurement** under Admin Code Section 14B.

## Lease Agreement & Property Management Agreement

- **Term:** 5 years; option for 5-year extension.
- **Rent:** \$1 per year - below-market rent serves public purpose by providing supportive housing to low-income households.
- **Property Mgt Services:** Ongoing management, maintenance and operation of the Property as PSH in line with housing-first & other supportive housing policies.

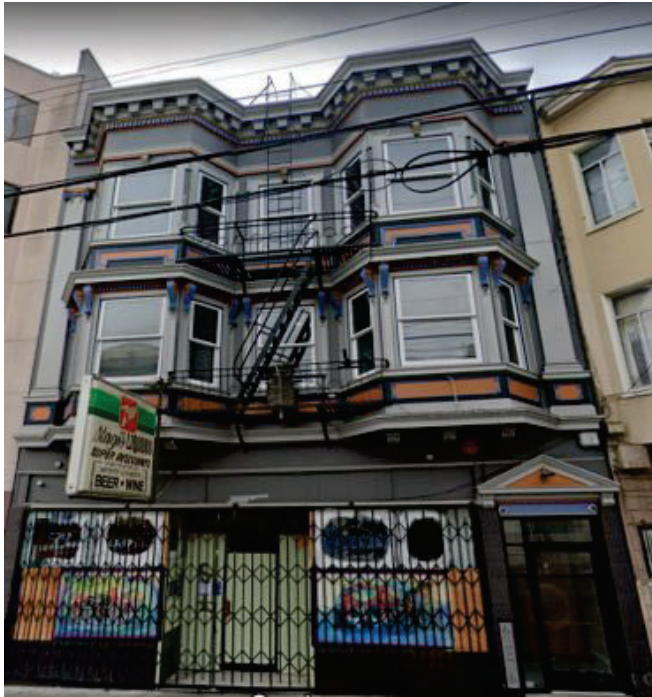
# 333 12th Street: Project Background

- Permanent Supportive Housing:
  - **200 units** with **618 bedrooms**
  - Serves families
- Property Management Provider selected through RFP #138:  
**Abode Services**
- Lease & Property Mgt Agreement:
  - Not to Exceed: \$20,080,000
- Homekey: **\$56.6 million awarded**



*Property at 333 12<sup>th</sup> Street*

# 3061 16<sup>th</sup> Street: Project Background



Property at 3061 16<sup>th</sup> Street

- Permanent Supportive Housing:
  - **25 units**
  - Serves young adults 18 - 24
- Property Management Provider selected through SOI #134.1: **Dolores Street Community Services**
- Lease & Property Mgt Agreement:
  - Not to Exceed: \$7,446,000
- Homekey: **\$7.5 million accepted**

# 5630 Mission Street: Project Background

- Permanent Supportive Housing:
  - **52 units**
  - Serves young adults 18 – 24
- Property Management Provider selected through SOI #134.1: **Dolores Street Community Services**
- Lease & Property Mgt Agreement:
  - Not to Exceed: \$11,636,000
- Homekey: **\$16.8 million awarded**
  - Accept and Expend legislation before Budget and Finance in January 2023



*Property at 5630 Mission Street*

# 835 Turk Street: Project Background

- Permanent Supportive Housing:
  - **114 units**
  - Private bathrooms
  - Serves adults
- Property Management Provider selected through SOI #134.2: **Five Keys Schools and Programs**
  - Not to Exceed: \$16,682,000
- Homekey: N/A



*Property at 835 Turk Street*





DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Questions?

Thank you!

Learn: [hsh.sfgov.org](http://hsh.sfgov.org) | Like: [@SanFranciscoHSH](https://www.instagram.com/SanFranciscoHSH) | Follow: [@SF\\_HSH](https://www.instagram.com/SF_HSH)

DRAFT

**LEASE AND PROPERTY MANAGEMENT AGREEMENT**  
**333 12<sup>th</sup> Street, San Francisco, CA**

This Lease and Property Management Agreement (“**Agreement**”), is entered into as of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), and HOUSING FOR INDEPENDENT PEOPLE, INC., a California nonprofit public benefit corporation (“**Tenant**”). The City and Tenant together may be referred to herein as the “**Parties**.”

RECITALS

A. The City is the fee owner of the real property consisting of approximately 25,533 square feet of land, located in the City and County of San Francisco, commonly known as 333 12<sup>th</sup> Street, Assessor Parcel Numbers Block 3521, Lots 095 and 097 through 296 and more particularly described in the attached Exhibit A (“**Site**”), with improvements including an apartment building consisting of 200 units, a central ground floor lobby, common areas, rooftop garden and basement, and other buildings and structures located on the Site and all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Site and its improvements (the “**Project**”, and together with the Site, the “**Premises**”). The Premises is under the jurisdiction of the City’s Department of Homelessness and Supportive Housing (“**HSH**”).

B. Tenant was selected pursuant to Ordinance No. 61-19, which authorizes HSH to enter into contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis and a competitive solicitation issued by HSH on June 14, 2022, to select a qualified supportive housing provider to operate and manage the Premises.

C. On August 15, 2022, the Civil Service Commission approved the services to be provided by the Tenant for the Premises under Personal Services Contract (PSC) number 43675-22/23 for a period of five (5) years from Effective Date of this Agreement.

D. On [\_\_\_\_\_, 20\_\_], the City’s Board of Supervisors and the Mayor approved Resolution No. [\_\_\_\_\_], authorizing the City to enter into this Agreement with the Tenant.

E. The City believes that the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in full accord with the public purposes and provisions of applicable laws.

F. City and Tenant wish to enter into this Agreement to provide for Tenant’s leasing, operation, and maintenance of the Premises.

NOW THEREFORE, in consideration of the mutual obligations of the parties hereto, the City and Tenant hereby agree as follows:

**1. DEFINITIONS**

Terms used herein have the meanings given them when first used or as set forth in this Section 1, unless the context clearly requires otherwise.

- 1.1. **Agents** means agents, affiliates, subsidiaries, licensees, contractors, subcontractors, and each of the persons acting by, through or under each of them, and their respective, legal representatives, successors and assigns.
- 1.2. **Annual Operating Subsidy** means the funds paid by City to Tenant in accordance with the Annual Operating Budget and Exhibit D hereof, including but not limited to Project Reserves released by City in accordance with Exhibit D hereof.
- 1.3. **Annual Operating Budget** means the operating budget for the Premises submitted by Tenant and approved by City in the form attached hereto as Exhibit E, as may be amended by Tenant and City from time to time, and subject to appropriations in accordance with this Agreement.
- 1.4. **Applicable Legal Requirements** means all applicable statutes, laws, ordinances, regulations, orders, writs, judgments, injunctions, decrees or awards of the United States or any state, county, municipality or governmental agency, including but not limited to fair housing laws.
- 1.5. **Coordinated Entry System (CES)** means the system that is designed to assess, match and prioritize people experiencing homelessness to housing. The CES organizes the City's Homelessness Response System with a common, population-specific assessment, centralized data system, and prioritization method. Eligibility criteria for housing varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Participants who meet eligibility criteria are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.
- 1.6. **Effective Date** means the date that this Agreement is deemed to be entered into and effective, as set forth above.
- 1.7. **Existing Occupancy Agreements** has the meaning set forth in Section 5.3.3 hereof.
- 1.8. **Existing Residents** means PSH-Eligible Existing Residents and Other Existing Residents.
- 1.9. **Housing First Principles** means tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services, and prohibit rejecting applicants on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness," as further described in California Welfare and Institutions Code section 8255.
- 1.10. **HSH** means the City's Department of Homelessness and Supportive Housing.
- 1.11. **Invitees** means all clients, customers, vendors, invitees, guests, or licensees, but excluding the PSH Residents and the Existing Residents.
- 1.12. **Other Existing Residents** means any person who i) is authorized by City to occupy a residential unit on the Premises as of the Effective Date and ii) is not eligible for Permanent Supportive Housing as determined by HSH.
- 1.13. **Permanent Supportive Housing or PSH** means subsidized housing units that comply with PSH Program Rules and include on-site supportive services, including without limitation,

intake and assessment of PSH Residents' needs, outreach to the PSH Residents to assist them with health or social needs, management of the health or social needs of PSH Residents, mediation of disputes with the property management, and referrals for services for the PSH Residents. Eligibility criteria for Permanent Supportive Housing varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Individuals who meet eligibility criteria for Permanent Supportive Housing are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

- 1.14. **Project Expenses** means the following costs, to be detailed in, and funded by, the Annual Operating Budget: (a) all charges incurred in the operation of the Project for utilities, real estate and/or possessory interest taxes, assessments, and liability, fire, and other hazard insurance premiums; (b) salaries, wages, and other compensation due and payable to the employees or agents of the Tenant who maintain, administer, operate, or provide services in connection with the Permanent Supportive Housing at the Project, including all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required for such employees; (c) all other expenses actually incurred by the Tenant to cover any and all operating and services provision costs of the Project, including maintenance and repair; (d) reasonable costs to prepare financial audits and asset management reports required by HSH for City-owned property or funders to the Project, and reasonable legal costs, including costs to enforce Residential Agreements; (e) deposits to reserves accounts required to be established under this Agreement or by HSH under a separate agreement; (f) if applicable, approved annual asset management fees indicated in the Annual Operating Budget and approved in advance by the City; and (g) any extraordinary expenses as approved in advance by the City.
- 1.15. **Project Income** means all income and receipts in any form received by the Tenant from the use or operation of the Premises, including, but not limited to, the following: (a) rents, fees, charges, and deposits (other than Resident's refundable security deposits); (b) Section 8 or other rental subsidy payments received for the Residents and/or the Project; (c) price index adjustments and any other rental adjustments to leases or rental agreements; (d) proceeds from vending and laundry room machine; (e) the proceeds of business interruption or other insurance; (f) any accrued interest disbursed from any reserve account required under this Agreement for a purpose other than that for which the reserve account was established; (g) any reimbursements and other charges that may be paid to Tenant in connection with the Project; and (h) other consideration actually received from the Project, including non-residential uses of the Premises. Project Income does not include interest accruing on any Residents' refundable security deposits.
- 1.16. **Project Operating Account** means the Tenant's separate interest-bearing bank account used to credit and debit all Project Income, other than the security deposit payments, Annual Operating Subsidy, including advances and reimbursements, and Project Expenses. The Project Operating Account should be established in the Tenant's name and include the project name and/or address.
- 1.17. **Project Reserves** has the meaning set for in Section 6.3 hereof.
- 1.18. **PSH-Eligible Existing Residents** means any person who is i) authorized by City to occupy a residential unit on the Premises as of the Effective Date and ii) eligible for Permanent Supportive Housing as determined by HSH. PSH-Eligible Existing Residents will become PSH Residents once they execute a PSH Lease with Tenant in accordance with Section 5.3.1 hereof.

## DRAFT

- 1.19. **PSH Lease** has the meaning set forth in Section 5.3.1 hereof.
- 1.20. **PSH Program Rules** means the program rules and requirements adopted by HSH, as amended from time to time, for the operation and use of Permanent Supportive Housing, including but not limited to the rules and requirements described in HSH's PSH Resident Selection Plan for the Premises, attached hereto as Exhibit C, and the PSH Lease.
- 1.21. **PSH Residents** means formerly homeless and income-eligible individuals or other households that HSH deems eligible for Permanent Supportive Housing, as further described in HSH's PSH Resident Selection Plan for the Premises, attached hereto as Exhibit C, which are i) referred by City to Tenant through the Coordinated Entry System and/or other initiatives serving high priority individuals in coordination with the Coordinated Entry System, such as Shelter In Place hotel guests needing to be rehoused, high users of multiple systems of care, individuals being discharged from hospitals, or persons with behavioral health conditions and ii) have executed a PSH Lease with Tenant in accordance with Section 5.3.1 hereof.
- 1.22. **Rehab Funding Agreement** has the meaning set forth in Section 5.9.4 hereof.
- 1.23. **Residents** means Existing Residents and PSH Residents.
- 1.24. **Residential Agreements** has the meaning set forth in Section 5.3.3 hereof.

## 2. PREMISES

2.1. Premises. Subject to the provisions of this Agreement, the City hereby leases to Tenant, and Tenant hereby leases from the City, the Premises, together with reasonable rights of ingress and egress to and from the Premises. Tenant has the non-exclusive right to use, together with any other tenants or sub-tenants authorized by City in the Project, the central lobby, rooftop garden, lounges, corridors, elevators, stairways, and other public areas of the Premises (collectively, the "**Common Areas**"), and the non-exclusive right of access to and from the Premises by the main entrances to the Building and the Premises; provided, however, nothing in this Section shall be deemed to grant, or otherwise permit, any individual member of the general public any right to use or occupy any portion of the Premises.

2.2. As Is Condition.

TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LEASED AND ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LEGAL REQUIREMENTS GOVERNING THEIR USE, OCCUPANCY, AND POSSESSION. TENANT ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR TENANT'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS SECTION SHALL BE DEEMED TO WAIVE, LIMIT, OR OTHERWISE IMPAIR THE CITY'S OBLIGATION TO PROVIDE ANNUAL OPERATING SUBSIDY IN ACCORDANCE WITH THE ANNUAL OPERATING BUDGET AND EXHIBIT D HEREOF.

## 3. TERM

- 3.1. Term. The term of this Agreement (“**Term**”) will commence upon the Effective Date and will end on [\_\_\_\_\_, 2028] (“**Expiration Date**”), unless sooner terminated or extended as provided in this Agreement. City will deliver the Premises to Tenant on the Effective Date in their then existing as-is condition as provided in Section 2.2, with no obligation of City to make any improvements, repairs, or alterations to the Premises.
- 3.2. If the combined Annual Operating Subsidy and Project Income are less than the actual Project Expenses for more than one hundred and eighty (180) consecutive days, unless caused by Tenant’s negligence or default under this Agreement, in which case the City reserves the right to withhold payment of Annual Operating Subsidy to remediate Tenant’s negligence or default, or if the City otherwise fails to approve an Annual Operating Budget in accordance with Exhibit D hereof, then City or Tenant will have the right to terminate this Agreement upon at least one hundred and eighty (180) days written notice to the other party and without penalty. After such written notice from either party, and during such one hundred and eighty (180) day period, City will continue to pay for all necessary and reasonable Project Expenses as detailed in the Annual Operating Budget. In the event of any conflict between the terms of this Section and any other provision of this Agreement, the terms of this Section shall control.
- 3.3. Extension Option. The City and Tenant may mutually agree to extend the Term (the “**Extension Option**”) for up to an additional five (5) years (the “**Extension Term**”) commencing on the Expiration Date. City and Tenant may exercise the Extension Option at any time by mutually executed written notice no later than one hundred eighty (180) days before the Expiration Date, subject to any necessary City approvals. If the Extension Option is exercised, then this Agreement will cover the entire Premises for the Extension Term and will be upon all of the terms, covenants and conditions of this Agreement, and all references to the Term will then include the Extension Term.
- 3.4. Holding Over. Any holding over after expiration of the Term without the City’s consent will constitute a default by Tenant and will entitle the City to exercise any or all of its remedies at law and/or as provided in this Agreement, even if the City elects to accept one or more payments of rent.
- 3.5. Termination Procedure. Upon termination of this Agreement, Tenant will assign to City, or to City’s assignee, all security deposits, any insurance proceeds applicable to the Premises, other Project funds (including all funds in the Project Operating Account), and Resident leases or occupancy agreements that have been assumed or entered into by Tenant as of the Effective Date or properly entered into by Tenant in accordance with this Agreement. City will assume all such funds and leases or occupancy agreements as of the date of the termination of this Agreement (“**Assumed Leases**”). In no event will Tenant be required to evict a Resident who has executed a Residential Agreement in conformity with this Agreement at the end of the Term. In addition, prior to termination of this Agreement, Tenant will provide to City a schedule setting forth a list of all other contracts or agreements that Tenant has entered into relating to the Premises, together with true and accurate copies of all such documents, for City’s review. City will advise Tenant which contracts and agreements City has elected that Tenant will assign to City or City’s assignee, and City or City’s assignee will assume upon termination of this Agreement (“**Assumed Contracts**”). At or before the termination of this Agreement, Tenant will terminate any contracts or agreements other than the Assumed Contracts and the Assumed Leases, without liability to City or City’s assignee.

#### 4. RENT

As of the Effective Date, Tenant has paid to the City, as and for rent of the Premises for the Term hereunder, the sum of One Dollar and No/100 (\$1.00), the receipt of which is hereby acknowledged by the City.

## 5. MANAGEMENT & OPERATIONS

- 5.1. Permitted Uses. Tenant and City hereby acknowledge and agree that during the Term, Tenant will only use the Premises to operate, maintain, and manage the Premises i) as Permanent Supportive Housing in accordance with PSH Program Rules; ii) as residential housing for Existing Residents, if applicable; iii) in accordance with any funding or other agreements between City and Tenant; and iv) in accordance with all applicable restrictions and recorded conditions on title, including but not limited to a Project Homekey Declaration of Restrictive Covenants that will be recorded against the Premises on or after the Effective Date, and for no other purposes. City may allow one or more units at the Premises to be used as Tenant's staff unit or Tenant's management or office space, in its sole discretion. Tenant and City further agree and acknowledge that the standard of care to be utilized by the Tenant shall be that of a professional property management company and homeless service provider utilizing commercially reasonable efforts to operate Permanent Supportive Housing at the Premises, and nothing in this Agreement shall impose liability on the Tenant for the acts of any Residents except to the extent of the Tenant's negligence, misconduct, or Tenant's material breach of any term of this Agreement. In the event of any conflict between the terms of this Section and any other provision of this Agreement, the terms of this Section shall control.
- 5.2. Project Income and Project Expenses; Operating Budget. Tenant will collect all rents from Residents, and deposit all such funds in accordance with Section 6 below, which will be used in accordance with the Annual Operating Budget approved by the City, as described in Exhibit D attached hereto. All Project Income will be used to pay Project Expenses. Tenant will communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies for Residents. For Residents paying a portion of their income towards rent, Tenant will assist with payment arrangements and will comply with PSH Program Rules and other applicable requirements governing the tenant portion of rent.
- 5.3. Leasing.
- 5.3.1. New PSH Residents. Upon referral by HSH to Tenant of a prospective PSH Resident through the Coordinated Entry System or otherwise, and prior to move-in, Tenant will perform application review, and execute a lease agreement, including all applicable addenda, which addenda shall include but not be limited to house rules, grievance procedure, and HSH PSH lease addendum, on a form approved by the City (each, a "**PSH Lease**") with each prospective PSH Resident. Tenant will review the PSH Lease in its entirety with each prospective PSH Resident at the time of lease signing, including the applicable grievance policies and procedures and all addenda. Tenant will keep a signed copy of the PSH Lease in each PSH Resident's file. Tenant will document, through photographs and a contemporaneously drafted report, any damage or issues requiring repair or refurbishment prior to move-in of a PSH Resident.
- 5.3.2. PSH-Eligible Existing Residents. After the Effective Date, Tenant will use commercially reasonable efforts to enter into a PSH Lease within sixty (60) days of the Effective Date with all PSH-Eligible Existing Residents. Tenant will notify and coordinate with the City in the event that one or more PSH-Eligible Existing Residents do not execute a PSH Lease within sixty (60) days of the Effective Date.

- 5.3.3. Other Existing Residents. The rental or occupancy agreements for any Other Existing Residents, if applicable (“**Existing Occupancy Agreements**”, and together with the PSH Leases, the “**Residential Agreements**”), will be assigned to Tenant on the Effective Date using the form of Assignment of Leases attached hereto as Exhibit B.
- 5.3.4. No Other Occupants. Tenant will not lease a unit nor enter into a new residential lease or rental agreement with anyone who is not referred to Tenant by HSH or through the SF Coordinated Entry System, unless otherwise agreed to in writing by City.
- 5.3.5. Housing First Principles, PSH Program Rules, and Applicable Legal Requirements. Tenant will adhere to and comply with Housing First Principles, PSH Program Rules, and Applicable Legal Requirements at all times, including but not limited to those principles, rules, and requirements regarding tenant intake, HSH housing documentation, reasonable accommodation, fair housing, and transfers when accepting referrals and placing PSH Residents into housing. Referrals must not be rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.” Referrals may only be denied for reasons described in HSH’s PSH Resident Selection Plan for the Premises, attached hereto as Exhibit C.
- 5.3.6. Wellness Checks. Tenant will conduct wellness checks and/or emergency safety checks in accordance with HSH policy, internal agency policies and tenant laws to assess a Resident’s safety when there is a reason to believe the Resident is at immediate and substantial risk due to a medical and/or psychiatric emergency.
- 5.3.7. Resident Feedback, Complaint and Follow-up Policies. Tenant will provide means for the Residents to provide input, including the planning, design, and level of satisfaction with services. Feedback methods must include:
  - 5.3.7.1. A complaint process, including a written complaint policy informing the Residents how to report complaints; and
  - 5.3.7.2. A written annual survey provided to the Residents to gather feedback, measure satisfaction, and assess the effectiveness of services and systems provided at the Premises. Tenant will offer assistance to the Residents with survey completion.
- 5.3.8. Translation and Interpreter Services. Tenant will ensure that translation and interpreter services are available to Residents, as needed.
- 5.4. No Resident Displacement.
  - 5.4.1. Tenant will be responsible for enforcing, and will take commercially reasonable actions to enforce, the terms and conditions of all Residential Agreements, including, without limitation, the collection of all such rents when due; the preparation and delivery to Residents of any appropriate late payment, default, or other notices; the conducting of exit interviews and walk-throughs; and the timely disbursement of all security deposits in accordance with this Agreement. Without violating any privacy or other Applicable Legal Requirements, and in accordance with the standard of care described in Section 5.1 above, Tenant will use commercially reasonable efforts to ensure that all Residents comply with the terms and conditions of their respective Residential Agreements.
  - 5.4.2. Tenant will not terminate the tenancy or refuse to renew any Residential Agreement, except for material or repeated violations of the terms and conditions of such Residential



Agreement, for violation of Applicable Legal Requirements, or other good cause. Any termination or refusal to renew a Residential Agreement for a Resident must be preceded by written notice to the Resident specifying the grounds for the action in accordance with Applicable Legal Requirements.

- 5.4.3. Tenant will at all times use a housing retention approach to enforcement of Residential Agreements, including, but not limited to, proactive engagement in collaboration with support services, conversations and mediations with Residents, and mediation strategies. Tenant will establish written agreements with support services and other service providers that provides services to the Premises to formalize collaboration and roles and responsibilities.
- 5.4.4. If a Resident is facing housing instability, Tenant will coordinate with support services staff to find creative ways to engage with Residents to prevent housing loss. Tenant will participate in individual case conferences and team coordination meetings with appropriate HSH-homeless response system programs as needed, to coordinate and collaborate regarding Residents' housing stability. Tenant will work with support services staff in communicating with and meeting with Residents regarding behaviors and issues that put the Resident at risk for housing instability. Tenant will initiate and participate in regular coordination meetings with support services staff to review Residents at risk for eviction and strategize on how to support Residents in maintaining their housing. Tenant will copy support services staff on all written communications to Residents. Tenant will alert support services staff when Residents give notice to leave the Premises and will keep a record of each Resident's forwarding address, whenever possible.
- 5.4.5. Tenant is required to follow the PSH Resident Selection Plan attached hereto as Exhibit C, and any other applicable PSH Program Rules governing admissions. Except to the extent that the services are to be rendered to a specific population as described in the PSH Resident Selection Plan, such policies must be administered in a manner that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status. The PSH Resident Selection Plan will be in writing and available to the public.
- 5.4.6. Tenant will integrate harm reduction principles into service delivery and agency structure, as well as adhere to the requirements of Section III.e of the HSH Overdose Prevention Policy.
- 5.4.7. Tenant will provide written notice to Residents regarding issues that may impact housing stability including, but not limited to, non-payment of rent, lease violations or warnings, and conflicts with staff or other Residents.
- 5.4.8. Tenant will at all times comply with all applicable requirements and landlord obligations of the Residential Agreements.
- 5.4.9. Tenant will establish and maintain a written grievance procedure for Residents subject to HSH approval, which will include, at minimum, the following elements:
  - 5.4.9.1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  - 5.4.9.2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;

- 5.4.9.3. The amount of time required for each step, including when a participant can expect a response; and
- 5.4.9.4. In accordance with published HSH policies/procedures, the HSH Grievances email address and mailing address for the participant to contact after the participant has exhausted Tenant's internal grievance procedure.
- 5.4.9.5. Tenant will post the grievance procedure at all times in a location visible to Residents, and provide a copy of the procedure and any amendments to HSH. In no event shall the grievance procedure waive, limit, or impair, the Tenant's right to enforce a Residential Agreement in accordance with applicable law. In the event of any conflict between the preceding sentence and any other provision of this Agreement, the preceding sentence shall control.

5.5. Income Certifications.

- 5.5.1. Tenant will use commercially reasonable efforts to promptly obtain income certifications for all PSH Residents using the standard certification form if required by HSH to comply with state Project Homekey funding or other City requirements. Annual income recertifications should generally be completed on the anniversary of a PSH Resident's move-in date, if applicable by HSH or external funding sources, or prior to the submission of the Annual Operating Budget.

5.6. No Unlawful Uses or Nuisances.

- 5.6.1. Tenant will not use or occupy any portion of the Premises, or permit the use or occupancy thereof, in violation of any Applicable Legal Requirements, or permit to be carried on any use: (a) in violation of the conditions of any certificate of occupancy or the recorded conditions on title; (b) that is prohibited by the insurance policies carried by Tenant; or (c) that will increase in any way the existing premiums on (or otherwise affect) fire or any other insurance on the Premises or any personal property located on the Premises. Tenant will take all commercially reasonable precautions to eliminate immediately any nuisances or hazards relating to its activities on or about the Premises.
- 5.6.2. Tenant will not cause, and will make commercially reasonable efforts not to permit, any waste, damage or injury to any portion of the Premises. Tenant will inspect the interiors of the residential units at least once per month, with proper written notice to Residents and will provide monthly updates of such inspections to the City. Failure to perform such inspections and the corresponding updates to the City shall be considered a material breach of this Agreement.
- 5.6.3. Tenant will not cause or permit the dumping or other disposal on, under or about the Premises of landfill, refuse or Hazardous Material, except any landfill associated with permitted construction and landscaping activities.

5.7. Service Objectives.

- 5.7.1. Tenant will use reasonable efforts, in accordance with the standard of care described in Section 5.1 above, to achieve the following service objectives, which may be amended from time to time by HSH with reasonable notice to Tenant:
  - 5.7.1.1. Tenant will ensure that each unit, upon turnover, is clean and/or repaired within twenty-one (21) days, on average.
  - 5.7.1.2. Tenant will collect at least ninety percent (90%) of Residents' portions of monthly rent from occupied units.

## DRAFT

- 5.7.1.3. Tenant will maintain a residential occupancy rate at the Premises of at least ninety five percent (95%).
  - 5.7.1.4. Annually with submission of the Annual Operating Budget, Tenant will provide a property management plan and a preventative maintenance plan and schedule to HSH for review and approval, as described in Exhibit D.
  - 5.7.1.5. Tenant will submit all required asset management and program reports on a timely basis to HSH and external funders, as applicable.
- 5.8. Outcome Objectives.
- 5.8.1. Tenant will use reasonable efforts, in accordance with the standard of care described in Section 5.1 above, to achieve the following outcome objectives, which may be amended from time to time by HSH with reasonable notice to Tenant:
    - 5.8.1.1. Ninety percent (90%) of Residents will maintain their housing for a minimum of twelve (12) months, move to other permanent housing, or be provided with more appropriate placements.
    - 5.8.1.2. Eighty-five percent (85%) of Resident lease violations will be resolved without loss of housing to Residents.
    - 5.8.1.3. At least seventy-five percent (75%) of Residents will complete an annual resident satisfaction survey in accordance with Section 5.3.7.2 above, and of those responsive Residents, eighty percent (80%) of Residents indicate that they are satisfied or very satisfied with Tenant's property management services.
- 5.9. Construction and Repairs.
- 5.9.1. Tenant agrees that there will be no physical construction on the Premises during the Term, except in connection with any necessary repairs or alternations necessary to prepare or maintain the Premises or any portion thereof for occupancy as Permanent Supportive Housing. In addition, Tenant will not make or permit any Change (as defined below) in the Premises without the prior written approval of the City and subject to such terms and conditions as the City may reasonably require. The City agrees not to unreasonably withhold, condition, or delay its response to such a request.
  - 5.9.2. "**Change**" as used in this Section means any alteration, modification, addition and/or substitution of or to the Premises and/or the density of the Project which differs materially from that which existed upon the Effective Date, and will include without limitation the interior or exterior design, exterior materials and/or exterior color. For purposes of the foregoing, exterior will mean and include the roof of the Project. Changes will not include repairs or maintenance in the normal course of operation of the Premises, or as may be required in an emergency to protect the safety and well-being of the Residents, Tenant, or anyone lawfully permitted on the Premises.
  - 5.9.3. Tenant will partner with HSH to safeguard the physical and financial health of the Premises and will: provide a capital needs assessment for review by HSH, manage an HSH-approved capital improvement plan for the Premises, and provide other property financial performance and compliance reports detailed in Exhibit D of this Agreement.
  - 5.9.4. City may elect to enter into one or more separate funding agreements with Tenant for any agreed upon Changes or other improvements necessary for the long-term operations of the Premises ("**Rehab Funding Agreement**").
- 5.10. Reporting.

- 5.10.1. In addition to any reports required elsewhere in this Agreement, the Rehab Funding Agreement (if applicable), and/or any other agreement between City and Tenant related to the Premises, Tenant must:
  - 5.10.1.1. Submit annual reports to HSH, and to any other City department indicated in written notice to Tenant, on or before August 1 of each calendar year, indicating the following information, as of June 30 of the previous year: (a) whether a unit is vacant or occupied; (b) the income level of the Residents for each unit; (c) the rental rates for each unit, including any rental subsidies; and (d) any other information reasonably required by the City to comply with Government Accounting Standards Board (GASB) reporting or otherwise.
  - 5.10.1.2. On a monthly basis (no later than the 15th day of the month following each month), submit to HSH a rent roll report reconciled to the rent revenue deposited into Project Operating Account. The rent roll must include resident name or indicate that the unit is vacant, unit number, amount of rent owed, amount of rent collected, date of rent received, and any delinquent rent owed or pre-paid rent, and be submitted in a format required by the City. The first such report will be due no later than the 15th of the month after the Effective Date.
  - 5.10.1.3. Provide any other information to confirm accuracy of rent roll and rent collected including reconciliation to Tenant's bank statements on a monthly basis;
  - 5.10.1.4. Provide an annual report by July 15 of each calendar year with total annual revenue and expenses, including total collected rent revenue and total delinquent rent in a format acceptable to HSH; and
  - 5.10.1.5. Provide a copy of the annual external audit of Program Income, Annual Operating Subsidy, and Expenses every year once completed.
- 5.10.2. Tenant will ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and HSH Data Quality Standards that may be updated from time to time, as detailed in Exhibit D.
- 5.10.3. Assist with any reporting and compliance obligations for any applicable federal, state, and/or local funding related to the Premises.
- 5.11. Communication With City, Trainings and Meetings. Tenant will keep HSH informed of program operations on the Premises and comply with HSH policies, training requirements, and participation in meetings, including but not limited to:
  - 5.11.1. Regular communication on a schedule to be determined by Tenant and HSH about the implementation of the PSH program at the Premises;
  - 5.11.2. Reporting of all critical incidents in accordance with the HSH instructions and published HSH policies/procedures;
  - 5.11.3. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
  - 5.11.4. Attendance at all trainings (e.g., overdose prevention training), when required by HSH. Tenant will ensure all of Tenant's site-based or resident-facing staff and Tenant's subcontractors are onboarded and trained to perform the services in accordance with Housing First, Harm Reduction, and Trauma-Informed Principles.
- 5.12. General Maintenance and Repair Obligations. Except as specifically provided herein, and to the extent consistent with the Annual Operating Budget, Tenant assumes full and sole responsibility for the condition, operation, repair, maintenance and management of the Premises and will keep the Premises in good condition as it is on the Effective Date and in a manner

otherwise reasonably acceptable to the City. Subject to the approved Annual Operating Budget, Tenant will use commercially reasonable efforts to make all routine repairs and replacements, interior and exterior, foreseen and unforeseen, that are necessary to maintain the Premises at all times in a clean, safe, attractive, and sanitary condition and in good order and repair for safe and sanitary residential housing in accordance with any requirements pursuant to any applicable federal, state, and local funding attached to the Premises and all applicable federal, state, and local laws, including but not limited to California Health and Safety Code 17920.10 and the applicable provisions of 24 CFR Part 35, all to the extent reasonably feasible given the financial and physical condition of the Premises as of the Effective Date. Notwithstanding the foregoing, Tenant shall have sole responsibility for funding any repairs solely caused or exacerbated by its negligence, misconduct, or breach of any term of this Agreement, including but not limited to the standard of care described in Section 5.1 above. In performing these functions, Tenant will:

- (a) Receive and investigate all requests for maintenance and repair from Residents and cause such routine repairs to be promptly and professionally completed when appropriate and warranted in accordance with the standards set forth in this Agreement.
- (b) Annually develop and implement a preventive maintenance schedule taking into account the remaining anticipated life of the units in the Premises. The preventive maintenance schedule will be presented to the City for its reasonable approval together with each year's Annual Operating Budget.
- (c) Contract with qualified independent contractors, in accordance with the Prevailing Wage Requirements and Applicable Legal Requirements, for the maintenance and repair of items that is not performed by regular maintenance employees. Tenant will consult with the HSH Director or its designee, regarding the estimated costs and scope of work, for any expenditure anticipated to exceed \$5,000 in any one instance for labor, materials, or otherwise, in connection with the routine maintenance and repair of the Premises, on which work items may be performed by Tenant's maintenance employees and which work items should be performed by qualified independent contractors; provided, however, that any expenditure of funds for unanticipated and emergency maintenance and repairs will be governed by Section 5.14 below.
- (d) Inform all Residents of the procedures to obtain maintenance and repair services during and after normal office hours, and in cases of an emergency.
- (e) Maintain a log book or other HSH-accessible tracking system containing reports of all service requests and maintenance repairs provided, copies of which will be subject to periodic inspection by the City.
- (f) Purchase all materials, equipment, tools, and appliances, supplies and services necessary to ensure proper maintenance and repair of the Premises.
- (g) Maintain in good condition all landscaping, grounds, and common areas for the Premises.
- (h) Provide pest control services within the Premises as needed and use commercially reasonable efforts to keep the Premises reasonably free of pests at all times, subject to the prohibition on the use of pesticides as set forth below.
- (i) Contract for trash collection with an entity permitted by the City and use commercially reasonable efforts to (i) ensure that the Premises are reasonably free from rubbish,

debris and refuse at all times, and (ii) encourage maximum waste diversion consistent with City policies.

(j) Comply with any required inspections and apply for any permits as needed in order to allow for all building systems to maintain the appropriate licenses, permits, and certifications to ensure their safe and code compliant operation.

(k) Identify and submit any necessary entitlement applications to the City's Planning Department, as approved by City, and participate in any applicable public hearings.

(l) Notify HSH Asset Manager or other designated HSH contact immediately in the event Tenant is given notice violations by the Department of Building Inspection (DBI), Department of Public Health (DPH), or another City agency relating to the Premises.

- 5.13. Disaster and Emergency Response Plan. Tenant will develop and maintain a Disaster and Emergency Response Plan containing site specific emergency response plan(s) for the Premises per HSH requirements. The Disaster and Emergency Response Plan must address disaster coordination at the Premises. Tenant will update the Disaster and Emergency Response Plan as needed, and Tenant will train all employees regarding the provisions of the Disaster and Emergency Response Plan for the Premises.
- 5.14. Unanticipated and Emergency Maintenance and Repairs. Tenant will notify HSH of any unanticipated and emergency maintenance or repairs within twenty-four (24) hours after discovery of the emergency. Tenant will promptly make all repairs that are immediately necessary for the preservation or protection of the Premises, to maintain occupancy of units or the safety of Residents or other persons in or on the Premises, or as required by Applicable Legal Requirements ("**Emergency Repairs**") without HSH prior approval; provided, however, that in each such instance Tenant shall, before causing any such Emergency Repairs to be made, use commercially reasonable efforts to obtain the approval of the HSH Director, or Director's designee, of such Emergency Repairs. Tenant's reasonable costs of any such Emergency Repairs will be paid accordance with Article 13 hereof. Tenant will consult with HSH regarding any necessary temporary relocation created by such unanticipated and emergency maintenance and repairs.
- 5.15. Issuance of Building Permits. Tenant will have the sole responsibility for obtaining all necessary building permits and will make application for such permits directly to the City's Department of Building Inspection or the appropriate City department.
- 5.16. Intentionally Omitted.
- 5.17. Lead Based Paint. For any repair or maintenance work performed by Tenant under this Agreement, Tenant agrees to comply with any Applicable Legal Requirements, including but not limited to California Health and Safety Code 17920.10 and 24 CFR Part 35.
- 5.18. Limitation of Liability.
- 5.18.1. Tenant, on behalf of itself and its Agents and Invitees, covenants and agrees that the City will not be responsible for or liable to Tenant for, and, to the fullest extent allowed by any Applicable Legal Requirements, Tenant hereby waives all rights against the City and releases it from, any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and

costs (“**Losses**”), whether direct or indirect, known or unknown, foreseen and unforeseen, arising from or related to the (i) the acts or omissions of Tenant, its Agents and Invitees, including any Residents, or other occupants and (ii) the condition or use of the Premises.

5.18.2. Notwithstanding the forgoing, City hereby acknowledges and agrees that Tenant will not be liable for any Losses arising from or related to: (i) the physical or environmental condition of the Premises existing prior to the Effective Date; or (ii) the City’s failure to fund reasonable Project Expenses in accordance with the Annual Operating Budget, unless solely caused or exacerbated by Tenant’s negligence, misconduct, or material breach of any term of this Agreement.

5.19. Reserved.

5.20. Utilities. Tenant will set up and manage utility accounts and services related to the Premises, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.

5.21. Front Desk Coverage. Tenant will provide front desk coverage 24 hours per day, seven days per week. Tenant will implement policies and procedures, as approved by HSH, pertaining to site security and emergency backup and will train Tenant staff accordingly.

5.22. Good Neighbor Policies. Tenant will maintain a good relationship with the neighborhood surrounding the Premises, including: collaborating with neighbors and relevant City agencies to ensure that neighborhood concerns about the Premises are heard and addressed; responding to neighbors within three (3) business days, if reasonable; and ensuring that a Tenant representative attends all appropriate neighborhood meetings.

5.23. Smoking Policy. Tenant will work with HSH to present for HSH review and approval a Smoking Policy that is in compliance with the City’s Admin Code/Charter 19M. Upon written notice from City to Tenant, Tenant will enforce a smoking prohibition on all or a portion of the Premises.

5.24. Tenant’s failure to comply with any of its obligations under this Article 5 will constitute a material breach of this Agreement; provided, however, the Parties agree and acknowledge that the Tenant's failure to achieve the "Service Objectives" set forth in Section 5.7 or the "Outcome Objectives" set forth in Section 5.8 shall not constitute a breach of this Agreement so long as Tenant has made reasonable efforts, in accordance with the standard of care described in Section 5.1 above, to achieve the objectives, as described in Section 5.7 and Section 5.8 above.

## 6. ACCOUNTS

6.1. Project Operating Account. Tenant will record all Project Income and Project Expenses to Project Operating Account, other than the security deposit payments to be deposited into the Security Deposit Account described below. The Project Operating Account must be reconciled monthly and submitted to the City along with a rent roll as described in Section 5.10.1.2. The Project Operating Account must be held in a depository reasonably acceptable to the City whose deposits are insured by an agency of the federal government or other comparable federally insured program.

6.2. Security Deposit Account. On or around the Effective Date, City will transfer the rights to any existing security deposits to Tenant. Tenant will deposit all security deposits collected in accordance with requirements of the Residential Agreements and PSH Program Rules into a separate interest-bearing security deposit account for the Project established for the benefit of the

City, Tenant and Residents (“**Security Deposit Account**”). Funds deposited in the Security Deposit Account may only be disbursed to pay the costs of any unpaid rent, damage, or unreasonable wear and tear caused by a Resident, or to reimburse the Project Operating Account for payment of these costs; or to return to the Residents upon termination of his or her tenancy the portion of the security deposit not used in accordance with this Section. In collecting, handling, and disbursing these funds, Tenant will comply with the requirements of the California Civil Code, Section 1950.5 and Business and Professions Code Section 10145, provided that Tenant will not be liable for any security deposits that were not transferred or collected prior to the Effective Date. The Security Deposit Account must be held in a depository reasonably acceptable to the City whose deposits are insured by an agency of the federal government or other comparable federally insured program.

- 6.3. Reserve Accounts. Upon written notice from City to Tenant, City may require Tenant to establish operating, replacement, and/or other reserve accounts for the Project (“**Project Reserves**”). The Project Reserves will be listed in the Annual Operating Budget submitted by Tenant and approved by City. Unless otherwise agreed to by City and Tenant, such reserves will be held by City and will require prior City approval for use, as described in Exhibit D.

## 7. TITLE TO IMPROVEMENTS

- 7.1. Improvements. Except for Tenant’s Personal Property (as defined in Section 7.2), all appurtenances, fixtures, improvements, equipment, additions, and other property used in connection with, attached or affixed to, or installed in the Premises as of the Effective Date or during the Term, will be and remain City’s property. Except if being replaced, Tenant will not remove any such property at any time during or after the Term unless City approves.
- 7.2. Tenant’s Personal Property. All furniture, office equipment and articles of movable personal property installed in the Premises by or for the account of Tenant, that was not paid for by City or by using Project Income with the approval of the City, and that can be removed without structural or other damage to the Premises (collectively, “**Tenant’s Personal Property**”) will be and remain Tenant’s property. Tenant may remove Tenant’s Personal Property at any time during the Term. Tenant will pay any taxes or other impositions levied or assessed upon Tenant’s Personal Property, at least ten (10) days prior to delinquency, and will deliver satisfactory evidence of such payment to City upon request.

## 8. ASSIGNMENT, SUBLEASE OR OTHER CONVEYANCE

- 8.1. Tenant will not sell, assign, convey, sublease, or transfer in any other mode or form all or any part of its interest in this Agreement or in the Premises or any portion thereof, or allow any person or entity to occupy or use all or any part of the Premises, other than the Residential Agreements, and occupancy or other agreement for the Tenant staff unit, in the ordinary course of business, without the prior written approval of the City in its sole and absolute discretion. Tenant’s failure to comply with its obligations under this Section will constitute a material breach of this Agreement.

## 9. TAXES

- 9.1. Tenant agrees to pay, or cause to be paid, when due to the proper authority, any and all valid taxes, assessments and similar charges on the Premises which become effective after the Effective Date, including all taxes levied or assessed on the possession, use or occupancy, as distinguished from the ownership, of the Premises. Tenant will not permit any such taxes, charges or other assessments to become a defaulted lien on the Premises; provided, however, that in the event any such tax, assessment or similar charge is payable in installments, without any fee, interest, or penalty, Tenant may make, or cause to be made, payment in installments; and,



provided further, that Tenant may contest the legal validity or the amount of any tax, assessment or similar charge, through such proceedings as Tenant considers necessary or appropriate, and Tenant may defer the payment thereof so long as the validity or amount thereof will be contested by Tenant in good faith and without expense to the City. In the event of any such contest, Tenant will protect, defend and indemnify the City against all loss, cost, expense or damage resulting there from, and should Tenant be unsuccessful in any such contest, Tenant will forthwith pay, discharge, or cause to be paid or discharged, such tax, assessment or other similar charge. The City will furnish such information as Tenant will reasonably request in connection with any such contest provided that such information is in City's possession, control or is otherwise available to the public, City hereby consents to and will reasonably cooperate with and assist Tenant in applying for and obtaining any applicable exemptions from taxes or assessments levied on the Premises or on Tenant's interest thereon.

## 10. UTILITIES

10.1 Tenant will procure water and sewer service from the City, and electricity, telephone, natural gas, trash collection services, and any other utility service from utility companies providing such services, and will pay all deposits, connection, installation, and use charges imposed in connection with such services as Project Expenses. In accordance with Administrative Code Chapter 99, as may be amended, HSH will coordinate with the San Francisco Public Utilities Commission ("SFPUC") to determine if it is feasible for the SFPUC to provide electricity service for the Premises. If the SFPUC determines, in its sole judgment and at any point during the Term of this Agreement, that it is feasible for the SFPUC to provide electricity service for the Premises, Tenant will purchase all electricity necessary for its operations at the Premises from the SFPUC, at the SFPUC's standard rates charged to third parties. The City will pay for any costs associated with converting to SFPUC-provided electricity service, if applicable. The SFPUC is the provider of electric services to City property, and the SFPUC's Interconnection Services Department will coordinate with Pacific Gas and Electric Company and others to implement this Section. Except as otherwise provided in this Agreement, the City has no responsibility or liability of any kind with respect to any utilities that may be on or about the Premises. Tenant has the sole responsibility to locate any utility facilities within the Premises and protect them from damage resulting from Tenant's use of the Premises.

## 11. LIENS AND ENCUMBRANCES

- 11.1. No Encumbrances. Notwithstanding any other provision of this Agreement and subject to the prior written consent of the City, in its sole and absolute discretion, no mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset is permitted to be placed upon the Premises.
- 11.2. Liens. Tenant will keep the Premises free from any liens arising out of any work performed or materials furnished by itself or its Agents. In the event that Tenant fails to cause any such lien to be released of record or bonded around within twenty (20) days following written notice from the City of the imposition of any such lien, the City will have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause the same to be released by such means as it will deem proper, including payment of the claim giving rise to such lien. All sums paid by the City for such purpose, and all reasonable expenses incurred by it in connection therewith, will be payable to the City by Tenant on demand; provided, however, Tenant will have the right, upon posting of an adequate bond or other security, to contest any such lien, and the City will not seek to satisfy or discharge any such lien unless Tenant has failed to do so within ten (10) days after the final determination of the validity thereof. In the event of any such contest, Tenant will protect, defend, and indemnify the City against all loss, cost,

expense or damage resulting therefrom. Tenant's failure to comply with its obligations under this Section will constitute a material breach of this Agreement.

## 12. DEFAULT AND REMEDIES

- 12.1. Application of Remedies. The provisions of this Article 12 will govern the Parties' remedies for breach of this Agreement.
- 12.2. Notice and Cure Rights for Tenant. The City will not exercise its remedies under this Agreement for a default by the Tenant unless and until (i) the City has given written notice of any such default, in accordance with the notice provisions herein, to Tenant, and (ii) such default has not been cured within sixty (60) days, or such longer period as may be set forth herein, following the giving of such notice or, if such default cannot be cured within such 60-day period, such longer period as is reasonably necessary to cure such default, provided that such cure has been commenced within such 60-day period and is being prosecuted diligently to completion.
- 12.3. Breach by City. If Tenant believes that City has materially breached this Agreement, Tenant will first notify the City in writing of the purported breach, giving the City sixty (60) days from receipt of such notice to cure such breach. In the event City does not then cure or, if the breach is not reasonably susceptible to cure within that sixty (60) day period, begin to cure within sixty (60) days and thereafter diligently prosecute such cure to completion, then Tenant may either (i) terminate in writing this entire Agreement, or (ii) seek specific performance of this Agreement.
- 12.4. Breach by Tenant.
- 12.4.1. Default by Tenant.
- Subject to the notice and cure rights under Section 12.2, the following events each constitute a basis for the City to take action against Tenant (each, an "**Event of Default**"):
- (1) Tenant fails to comply with the permitted uses set forth in Article 5 hereof, or any other Applicable Legal Requirements;
  - (2) Tenant voluntarily or involuntarily assigns, transfers or attempts to transfer or assign this Agreement or any rights in this Agreement, or in the Premises, except as permitted by this Agreement;
  - (3) Tenant fails to pay real estate taxes or assessments on the Premises or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers any levy or attachment to be made, or any material supplier's or mechanic's lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments have not been paid, or the encumbrance or lien removed or discharged; provided, however, that Tenant will have the right to contest any tax or assessment pursuant to this Agreement and, upon the posting of an adequate bond or other security, to contest any such lien or encumbrance. In the event of any such contest, Tenant will protect, indemnify, and hold City harmless against all losses and damages, including reasonable attorneys' fees and costs resulting therefrom;
  - (4) Tenant (i) is adjudicated bankrupt or insolvent or made a transfer in fraud of creditors, (ii) makes an assignment for the benefit of creditors, or (iii) brings or has brought against Tenant any action or proceeding of any kind under any provision of

the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event such proceedings are involuntary, Tenant is not dismissed from the same within sixty (60) days thereafter; or, a receiver is appointed for a substantial part of the assets of Tenant and such receiver is not discharged within sixty (60) days;

- (5) Tenant breaches any other material provision of this Agreement;
- (6) Tenant breaches any material provision of the Rehab Funding Agreement (if applicable) or any other agreement between City and Tenant relating to the Premises; or
- (7) Tenant fails to pay any portion of rent or other payments when due in accordance with the terms and provisions of this Agreement.

12.4.2. Notification and City Remedies. Upon the occurrence of an Event of Default, and prior to exercising any remedies, City will notify Tenant in writing at the address listed in Article 24 hereof of the Tenant's purported breach, failure, or act, subject to the cure rights in Section 12.2. Upon the expiration of the applicable notice and cure period described in Section 12.2, City will have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City will have the right (but not obligation) to cure (or cause to be cured) on behalf of Tenant any Event of Default; Tenant will pay to City on demand all reasonable costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City will have the right to offset from any amounts due to Tenant under this Agreement or any other agreement between City and Tenant: (i) all damages, losses, reasonable costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Tenant pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 12.4.2 will survive termination of this Agreement.

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

### **13. DAMAGE AND DESTRUCTION**

- 13.1. Notification to City. If the Premises or any part thereof are damaged or destroyed by fire or other casualty, Tenant will notify HSH of such damage or destruction within twenty-four (24) hours of the casualty. Tenant will also comply with the Disaster and Emergency Response Plan, as approved by HSH in accordance with Section 5.13 hereof.
- 13.2. Insured Casualty. If the Premises or any part thereof are damaged or destroyed by any cause that is covered by any policy of insurance required to be maintained by Tenant under this Agreement, Tenant will promptly report the claim to the applicable insurance carrier and thereafter apply any insurance proceeds to promptly commence and diligently complete the

restoration of the Premises as nearly as possible to the condition thereof before such damage or destruction. In order to avoid the suspension of necessary services to the Premises, City may, in its sole discretion, advance Annual Operating Subsidy, including but not limited to Project Reserves, to Tenant to ensure timely repairs; provided, however, that Tenant will reimburse City from any insurance proceeds actually received by Tenant. Tenant will provide regular updates to City on the status of such restoration. Tenant shall have no obligation to utilize any other funds or assets of the Tenant to restore the Premises, except Tenant shall have sole responsibility for funding any restoration solely caused or exacerbated by its negligence, misconduct, or breach of any term of this Agreement. Tenant shall use commercially reasonable efforts to obtain the maximum amount of insurance proceeds, or other payment from any insurance provider; provided, however, Tenant will notify the City promptly and will not consent to any settlement or adjustment of an insurance award without the City's written approval, which approval will not be unreasonably withheld or delayed.

- 13.3. Uninsured Casualty. If 1) the Premises or any part thereof are damaged or destroyed by any cause that is not wholly or partially covered by any policy of insurance required to be maintained by Tenant under this Agreement, 2) such damage or destruction is not solely attributable to, or exacerbated by, any act or omission of Tenant, its officers, agents, Invitees (other than Residents) or employees, and 3) Tenant's obligations under this Agreement could not have prevented the damage (subject to the standard of care set forth in Section 5.1), Tenant may request adjustments to the Annual Operating Budget, including but not limited to use of Project Reserves, in accordance with Exhibit D hereof, to pay for all of the reasonable repair costs and expenses, which City may approve in its sole discretion and which may be subject to Board of Supervisors approval. Upon receipt of such funds, Tenant will promptly commence and diligently complete the restoration of the Premises as nearly as possible to the condition thereof before such damage or destruction. Tenant will provide regular updates to City on the status of such restoration. The Parties agree and acknowledge that nothing in this Section shall be deemed to require the Tenant to fund any repair work that is not paid for by insurance proceeds, except to the extent such damage or destruction is solely attributable to, or exacerbated by, any act or omission of Tenant, its officers, agents, Invitees (other than Residents) or employees, Tenant's obligations under this Agreement could have prevented the damage (subject to the standard of care set forth in Section 5.1), and/or such damage or destruction was caused by Tenant's negligence, misconduct, or material breach of any term of this Agreement.
- 13.4. Unavailable Funds. If insurance proceeds or other funds to cover the reasonable repair costs of such damage or destruction cannot be identified within ninety (90) days after the date of such casualty, unless extended by City and Tenant, City or Tenant will have the option to terminate this Agreement as of a date specified in a written notice to the other Party, which date will be not less than ninety (90) days after notice is given by City or Tenant. In the event of termination of this Agreement, pursuant to this Section, Tenant will pay rent and other amounts due hereunder up to the date of termination, City will continue to pay for all necessary and reasonable Project Expenses as detailed in the Annual Operating Budget until such termination, and termination will be in accordance with Section 3.5 hereof. The termination right set forth in this Section is in addition to, and shall not be limited by, any other termination right set forth elsewhere in this Agreement, including, but not limited to Section 3.2.
- 13.5. Casualty Caused by Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant will be responsible for its proportionate share of the costs of repairing such damage or destruction to the Premises in the event the damage or destruction is attributable to any act or omission of Tenant, its officers, agents, Invitees (other than Residents), or employees, in which event Tenant will indemnify City in accordance with Article 14 hereof and City may opt to

immediately terminate this Agreement and thereafter seek all available remedies at law and/or as provided in this Agreement, at no cost to City; provided, however, Tenant shall not be liable for any damage or destruction caused by any acts of a Resident, except to the extent such damage or destruction is solely attributable to, or exacerbated by, any act or omission of Tenant, its officers, agents, Invitees (other than Residents) or employees, Tenant's obligations under this Agreement could have prevented the damage (subject to the standard of care set forth in Section 5.1), and/or such damage or destruction was caused by Tenant's negligence, misconduct, or material breach of any term of this Agreement.

- 13.6. Restoration. Tenant and City may, at City's discretion, collaborate to develop plans to restore the Premises as nearly as possible to the condition thereof immediately before such casualty (taking into account reasonable wear and tear on or about the Premises and the required use of the Premises). Upon City's request, Tenant shall have an affirmative obligation to promptly provide City with restoration plans and proposed costs, and the Tenant's reasonable costs and expenses to prepare such plans shall be deemed to be Project Expenses. Tenant will also consult with City regarding any necessary temporary relocation created by such casualty or restoration, and such reasonable costs and expenses shall be deemed to be Project Expenses.
- 13.7. Tenant's Personal Property. In no event will City be responsible for any damage to Tenant's Personal Property.
- 13.8. Waiver. City and Tenant intend that the provisions of this Section govern fully in the event of any damage or destruction and accordingly, City and Tenant each hereby waive the provisions of Sections 1932(2), 1933(4), 1941 and 1942 of the California Civil Code, as such sections may from time to time be amended, replaced, or restated.
- 13.9. This Article will survive termination of this Agreement. Tenant's failure to comply with its obligations under this Article will constitute a material breach of this Agreement.

#### **14. DAMAGE; HAZARDOUS MATERIALS; INDEMNIFICATION**

- 14.1. Damage to Person or Property - General Indemnification. City will not in any event whatsoever be liable for any injury or damage to any person happening on or about the Site, for any injury or damage to the Premises, or to any property of Tenant, or to any property of any other person, entity or association on or about the Site, unless arising from or related to: (i) physical or environmental condition of the Premises existing prior to the Effective Date, (ii) the City's failure to fund reasonable Project Expenses in accordance with the Annual Operating Budget, unless solely caused or exacerbated by Tenant's negligence or default under this Agreement; or (iii) any gross negligence or willful misconduct of the City or any of its commissioners, officers, agents or employees. Tenant will immediately defend, hold harmless and indemnify the City and its respective commissioners, officers, agents, and employees, of and from all losses directly or indirectly arising from its tenancy, its use of the Site, including adjoining sidewalks and streets, and any of its operations activities thereon or connected thereto; provided, however, that this Article 14 will not be deemed or construed to and will not impose an obligation to indemnify and save harmless the City or any of its commissioners, officers, agents or employees from any Losses arising from or in any way related to or connected with: (i) physical or environmental condition of the Premises existing prior to the Effective Date; or (ii) gross negligence or willful misconduct of the City or any of its commissioners, officers, agents, or employees. Upon termination of this Agreement, Tenant will indemnify City against and hold City harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees) to the extent arising out of Tenant's negligence or breach of Tenant's obligations under this Agreement prior to the date of termination of this Agreement;

provided that nothing in this Section shall obligate Tenant to indemnify City with respect to (i) the physical condition of the Premises as of the Effective Date, including, but not limited to any latent defect existing on or about the Premises as of the Effective Date, or (ii) any claim by any Resident arising after the termination of this Agreement, except to the extent arising out of a breach of Tenant's obligations under the Residential Agreements prior to the termination of this Agreement.

14.2. Hazardous Materials.

14.2.1. Tenant covenants and agrees that it will not, and will take commercially reasonable efforts to ensure that Tenant's Agents and Invitees do not, cause or permit any Hazardous Substance to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises in violation of Environmental Laws (as defined herein) without the prior written approval of the City.

14.2.2. Tenant will not, and Tenant will use commercially reasonable efforts to ensure that Tenant's Agents and Invitees do not, cause any Release (as defined herein) of Hazardous Substances in, on, under or about the Premises.

14.2.3. Tenant will indemnify, defend, and hold the City, and its commissioners, officers, agents and employees (individually, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") harmless from and against any and all losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to Tenant's violation of any Environmental Law, or any Release, threatened Release and any condition or Hazardous Substance related nuisance on, under or from the Premises, except to the extent it arises from the existing condition of the Premises as of the Effective Date or any gross negligence or willful misconduct of the City or any of its commissioners, officers, agents or employees.

14.2.4. For purposes of this Section, the following definitions will apply:

14.2.4.1. "**Hazardous Substance**" will have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. 9601(14), and in addition will include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code Section 25316 and Section 25281(d), all chemicals listed pursuant to the California Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition will not include substances which occur naturally on the Site or that which are reasonably and customarily used in the operation and maintenance of a multifamily housing development.

14.2.4.2. "**Environmental Law**" will include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

14.2.4.3. "**Release**" will mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance.

14.3. This Article will survive termination of this Agreement. Tenant's failure to comply with its obligations under this Article will constitute a material breach of this Agreement.

## 15. INSURANCE

15.1 During the Term, Tenant will procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of any work by the Tenant, its agents, representatives, employees or subcontractors and the Tenant's use and occupancy of the Premises.

15.2 Minimum Scope of Insurance. Without in any way limiting Tenant's liability pursuant to this Agreement, Tenant must maintain in force, during the Term, and cause its contractors, subcontractors, and/or agents, as appropriate for each, insurance in the following amounts and coverages, as may be amended by City from time to time:

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.

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

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Tenant's profession, with limits not less than \$2,000,000 for each claim with respect to negligent acts, errors or omissions in connection with this Agreement.

(e) Reserved.

(f) Reserved.

(g) Pollution Liability Insurance applicable to Tenant's activities and responsibilities under this Agreement with limits not less than \$2,000,000 each occurrence combined single limit, including coverage for on-site third party claims for bodily injury and property damage.

(h) A crime policy or fidelity bond covering Tenant's officers and employees against dishonesty with respect to the funds advanced by the City of no less than 20% of the Annual Operating Budget each loss, with any deductible not to exceed \$100,000 each loss, including the City as additional obligee or loss payee, provided that Tenant shall be solely responsible for the costs of such deductible.

(i) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Tenant for heating, ventilating, air-conditioning, power generation, and similar purposes, in an amount not less than one hundred percent (100%) of the actual then-current replacement value of such machinery and equipment.

(j) Property insurance, excluding earthquake, in the amount no less than One Hundred Percent (100%) of replacement value of all improvements and City property in the care, custody, and control of the Tenant or its contractor.

15.3 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) if applicable, Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

15.4 Waiver of Subrogation Endorsements. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Tenant, its employees, agents and subcontractors.

15.5 Primary Insurance

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) The Pollution Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

15.6 Reserved.

15.7 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of \$25,000 must be declared to and approved by the City. At the option of City, either: the insurer will reduce or eliminate the deductibles or self-insured retentions with respect to the City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees; or the Tenant must procure a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

15.8 Other Insurance Requirements

Any insurance required by this Article 15 must also meet the following requirements:



- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 24 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Tenant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Before the Effective Date, Tenant shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Tenant's liability hereunder.
- (f) If Tenant will use any subcontractor(s), Tenant shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Tenant as additional insureds. All coverage for such subcontractor(s) will be subject to all of the requirements stated herein unless otherwise approved by the City.

## 16. COMPLIANCE WITH SITE-RELATED AND LEGAL REQUIREMENTS

- 16.1. Compliance with Legal Requirements. Tenant will comply with all Applicable Legal Requirements, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, with respect to the condition, use or occupancy of the Premises. In the event Tenant contests any Applicable Legal Requirement, Tenant will not be obligated to comply therewith to the extent that the application of the contested law, statute, ordinance, rule, regulation or requirement is stayed by the operation of law or administrative or judicial order. Tenant will Indemnify City for any Loss relating to any such contest by Tenant.
- 16.2. Regulatory Approvals. Tenant understands and agrees that the City is entering into this Agreement in its capacity as a landowner with a proprietary interest in the Premises and not as a

regulatory agency with certain police powers. Tenant understands and agrees that neither entry by the City into this Agreement nor any approvals given by the City under this Agreement will be deemed to imply that Tenant will obtain any required approvals from City departments, boards or commissions that have jurisdiction over the Premises. By entering into this Agreement, the City is in no way modifying or limiting the obligations of Tenant to develop the Premises in accordance with all Applicable Legal Requirements and as provided in this Agreement.

## 17. ENTRY

- 17.1. The City reserves for itself and its authorized representatives the right to enter the Premises at all reasonable times during normal business hours upon not less than forty-eight (48) hours' written notice to Tenant (except in the event of an emergency), subject to the rights of the Residents and others lawfully permitted on the Property, for any of the following purposes:
- 17.1.1. to determine whether the Premises is in good condition and to inspect the Premises;
  - 17.1.2. to determine whether Tenant is in compliance with its Agreement obligations and to cure or attempt to cure any Tenant default;
  - 17.1.3. to serve, post or keep posted any notices required or allowed under any of the provisions of this Agreement; and
  - 17.1.4. to do any maintenance or repairs to the Premises that the City has the right or the obligation, if any, to perform hereunder.
- 17.2. In the event of any emergency, as reasonably determined by the City, at its sole option and without notice, the City may enter the Premises and alter or remove any Tenant's personal property on or about the Premises as reasonably necessary, given the nature of the emergency. The City will have the right to use any and all means the City considers appropriate to gain access to any portion of the Premises in an emergency, in which case, the City will not be responsible for the replacement of any property, and no emergency entry may be deemed to be a forcible or unlawful entry onto or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.
- 17.3. The City will not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except to the extent damage arises out of the gross negligence or willful misconduct of the City or its agents. The City will be responsible for any losses resulting from its gross negligence or willful misconduct and will repair any resulting damage promptly.
- 17.4. Tenant will not be entitled to any abatement in rent or other amounts due under this Agreement if the City exercises any rights reserved in this Section, subject to subsection 17.3 above.
- 17.5. The City will use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

## 18. CONDEMNATION AND TAKINGS

- 18.1. Parties' Rights and Obligations to be Governed by Agreement. If, during the Term, there is any condemnation of all or any part of the Premises is taken by condemnation, the rights and obligations of the parties will be determined pursuant to this Article 18.
- 18.2. Total Taking. If the Premises is totally taken by condemnation, this Agreement will terminate on the date the condemnor has the right to possession of the Premises.

18.3. Partial Taking. If any portion of the Premises is taken by condemnation, this Agreement will remain in effect, except that Tenant may elect to terminate this Agreement if, in Tenant's reasonable judgment, the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Agreement, Tenant must exercise its right to terminate pursuant to this paragraph by giving notice to the City within sixty (60) days after the City notifies Tenant of the nature and the extent of the taking. If Tenant elects to terminate this Agreement as provided in this Section 18.3, Tenant also will notify the City of the date of termination, which date will not be earlier than ninety (90) days nor later than six (6) months after Tenant has notified the City of its election to terminate; except that this Agreement will terminate as to the portions of the Premises taken by the condemnor on the date the condemnor takes possession of that portion of the Premises. If Tenant does not terminate this Agreement within such sixty (60) day notice period, this Agreement will continue in full force and effect.

18.4. Award and Distribution. Any compensation awarded, paid or received on a total or partial condemnation of the Premises or threat of condemnation of the Premises will belong to and be distributed in the following order:

18.4.1. First, to pay the balance due on any outstanding or unpaid obligations and/or liabilities, including but not limited to, trade accounts, taxes, payroll accruals and residuals, to the extent provided therein; and

18.4.2. Second, to the City.

## 19. SURRENDER

Upon expiration or sooner termination of this Agreement, Tenant will surrender the Premises to the City in good order and condition, subject to normal wear and tear (taking into consideration the required use of the Premises), and, at the City's request, will execute, acknowledge, and deliver to the City a good and sufficient quitclaim deed with respect to any interest of Tenant in the Premises. Normal wear and tear will not include any damage or deterioration that would have been prevented had Tenant properly performed its obligations under this Agreement (taking into consideration the required use of the Premises). The Premises will be surrendered free and clear of all liens and encumbrances arising out of Tenant's acts other than liens and encumbrances approved by the City and rights of Residents in units occupied at the end of the Term. Immediately before the expiration or termination of this Agreement, Tenant will remove all of Tenant's Personal Property as provided in this Agreement and repair any damage resulting from such removal. Tenant's obligations under this Section will survive the expiration or termination of this Agreement. Any items of Tenant's Personal Property remaining in the Premises after the expiration or termination of this Agreement may, at the City's option, be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Applicable Legal Requirements. The City agrees to assume all Resident leases and occupancy agreements at the end of the Term, entered into by Tenant in conformity with this Agreement. In no event will Tenant be required to evict a Resident who has executed a Residential Agreement in conformity with this Agreement at the end of the Term.

## 20. EQUAL OPPORTUNITY

In the selection of all contractors and professional consultants for any work on the Premises, Tenant will comply with the requirements of Chapter 14B of the San Francisco Administrative Code ("**LBE Ordinance**") according to the procedures established by the City's Contract Monitoring Division. If federal funds are used by City or Tenant in connection with the Premises, the Premises will be subject to the requirements of Section 3 of the Housing and Community Development Act of 1968 and of the San Francisco Section 3 program as required. Federal Section 3 requirements state that contracts and opportunities for job training and employment be given, to the greatest extent feasible, to local low-

## DRAFT

income residents. Local residents for the purposes of this Agreement are San Francisco residents. In addition, any work on the Premises will be required to comply with hiring requirements as incorporated into the local Section 3 program and in conjunction with the City's low-income hiring requirements pursuant to San Francisco's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83).

### **21. NO PERSONAL LIABILITY**

No commissioner, official, or employee of the City will be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Tenant or its successors or on any obligations under the terms of this Agreement. No commissioner, official, or employee of the Tenant will be personally liable to the City or any successor in interest in the event of any default or breach by the Tenant or for any amount which may become due to City or its successors or on any obligations under the terms of this Agreement, except in the event of Tenant's negligence or misconduct or Tenant's default under this Agreement.

### **22. WAIVER**

The waiver by the City or Tenant of any term, covenant, agreement or condition herein contained will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor will any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of the City or Tenant to insist upon the performance by the other in strict accordance with the said terms. The subsequent acceptance of rent or any other sum of money hereunder by the City will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, agreement or condition of this Agreement, other than the failure of Tenant to pay the particular rent or other sum so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent or other sum. Any waiver must be in writing and signed by the party that is waiving its rights under this Agreement. Any City consent under this Agreement will not relieve Tenant of any obligation to secure City's consent in any other or future instance as required by this Agreement.

### **23. RECORDS**

Upon reasonable notice during normal business hours, and as often as the City may deem necessary, there will be made available to the City and its authorized representatives for examination all records, reports, data and information made or kept by Tenant regarding its activities or operations on the Premises. To the extent that it is permitted by law to do so, the City will respect the confidentiality requirements of Tenant in regard to the lists furnished by Tenant pursuant to this Agreement, of the names of occupants of the Premises.

### **24. NOTICES AND CONSENTS**

All notices, demands, consents or approvals which may be or are required to be given by either party to the other hereunder will be in writing and will be deemed to have been fully given when delivered in person to such representatives of Tenant and the City as will from time to time be designated by the parties for the receipt of notices, or when deposited in the United States mail, certified, postage prepaid, or by express delivery service with a delivery receipt and addressed

if to Tenant at:

Housing for Independent People, Inc.  
40849 Fremont Boulevard  
Fremont CA 94538  
Attn: Chief Operating Officer

if to City at:

Department of Homelessness and Supportive Housing

DRAFT

440 Turk Street  
San Francisco, CA 94102  
Attn: Administration & Finance Division

with a copy to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Attn: RE/Finance  
Fax No.: (415) 554-4755

or to such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to the provisions of this Article 24. Any notice given pursuant to this Article 24 will be effective on the date of delivery or the date delivery is refused as shown on the delivery receipt.

## **25. COMPLETE AGREEMENT**

There are no oral agreements between Tenant and the City affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between Tenant and the City with respect to the Premises. The parties intend that this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever (including prior drafts and changes) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. Tenant acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises or this Agreement except as expressly set forth in this Agreement.

## **26. HEADINGS**

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions. "Paragraph" and "section" may be used interchangeably.

## **27. SUCCESSORS AND ASSIGNS**

This Agreement will be binding upon and inure to the benefit of the successors and assigns of the City and Tenant and where the term "Tenant" or "City" is used in this Agreement, it will mean and include their respective successors and assigns; provided, however, that the City will have no obligation under this Agreement to, nor will any benefit of this Agreement accrue to, any unapproved successor or assign of Tenant where City approval of a successor or assign is required by this Agreement. At such time as City sells or transfers its interests in the Premises to any third party, City may elect to terminate or assign this Agreement to such third party, provided that if City elects to assign this Agreement to such third party, City will require such third party to assume all of City's obligations hereunder arising on and after the transfer in writing for the benefit of Tenant and its successors and assigns.

## **28. TIME**

Time is of the essence in the enforcement of the terms and conditions of this Agreement.

## **29. PARTIAL INVALIDITY**

If any provisions of this Agreement will be determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all such other provisions will remain in full force and effect.

## **30. APPLICABLE LAW; NO THIRD PARTY BENEFICIARY**

This Agreement will be governed by and construed pursuant to the laws of the State of California. This Agreement is entered into solely among, between, and for the benefit of, and may be enforced only by, the Parties hereto and does not create rights in any other third party.

## **31. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Agreement will be valid and be enforceable to the fullest extent permitted by Applicable Legal Requirements.

## **32. EXECUTION IN COUNTERPARTS**

This Agreement and any memorandum hereof may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same instrument.

## **33. AUTHORITY**

Tenant hereby represents and warrants that it is a California nonprofit public benefit corporation and has full rights, power and authority to enter into and perform its obligations under this Agreement.

## **34. PREVAILING WAGE AND WORKING CONDITIONS**

Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61. Tenant will require its Contractors and Subcontractors performing (i) labor in connection with a “public work” as defined under California Labor Code Section 1720 et seq. (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, “**Prevailing Wage Requirements**”). Tenant will cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

Tenant will include, and will require its subtenants, and Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract must name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage

Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Tenant's failure to comply with its obligations under this Section will constitute a material breach of this Agreement. A Contractor's or Subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, contact the City's Office of Labor Standards Enforcement.

Tenant will also competitively procure and enter into any necessary professional services contracts in connection with Tenant's maintenance and repair work under this Agreement. Such procurement shall comply with all applicable laws.

## **35. CITY PROVISIONS**

### **35.1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budget and fiscal provisions of the City's Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other City expenditures. No City funds shall be available under this Agreement until prior written authorization certified by the Controller. The amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. Tenant acknowledges that City's obligation to pay Annual Operating Subsidy and any other funds under this Agreement is expressly conditioned on the appropriation of sufficient funds to HSH, which appropriation is subject to HSH's annual operating budget. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Tenant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. This Section controls against any and all other provisions of this Agreement; provided, however, nothing in this Section shall be deemed to waive, limit, or impair Tenant's right to terminate this Agreement as set forth elsewhere in this Agreement.

### **35.2. Public Transit Information**

At its sole expense, Tenant will establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Tenant employed on the Premises, including the distribution of written materials to personnel explaining the convenience and availability of public transportation facilities adjacent or near the Building and encouraging use of them.

### **35.3. Taxes, Assessments, Licenses, Permit Fees, and Liens**

- 35.3.1. Tenant recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on its possessory interest. In addition, if the Term, including any extension options, is thirty-five (35) years or more, then Tenant will be obligated to pay real property transfer tax upon execution of the Lease.
- 35.3.2. Tenant will pay to the proper authority on or before when due all taxes and assessments of every kind, including, but not limited to, possessory interest taxes lawfully assessed on the leasehold interest created by this Agreement or any subleasehold interest in the Premises, real property transfer taxes, real and personal property taxes, general and special assessments, and all license fees, permit fees, and all other governmental charges of any kind or nature whatsoever, and to pay all other taxes, excises, licenses, permit charges, and assessments based on Tenant's use of the Premises or any transfer of a leasehold interest or subleasehold interest in the Premises (including, but not limited to, any transfer of the leasehold interest in the Premises pursuant to this Agreement) and imposed by Legal

Requirements, whether in effect at the time this Agreement is entered into or that become later effective. Without limiting the foregoing, Tenant will pay all real property transfer taxes imposed on any transfer of a leasehold interest or subleasehold interest in the Premises (including but not limited to the transfer of the Premises pursuant to this Agreement). Tenant further recognizes and agrees that its leasehold interest may be subject to the payment of special taxes, including without limitation a levy of special taxes to finance energy efficiency, water conservation, water pollution control and similar improvements under the Special Tax Financing Law in Chapter 43 Article X of the Administrative Code.

- 35.3.3. Tenant will not allow or suffer a lien for any taxes, assessments, or other charges to be imposed on the Premises or on any equipment or property located in the Premises without promptly discharging the lien, provided that Tenant, if it desires, may have reasonable opportunity to contest the legal validity or the amount of any tax, assessment, or similar charge so long as the tax, assessment, or charge does not become a defaulted lien. In the event of any disputed tax, assessment, or similar charge, Tenant will Indemnify City, and their Agents from and against all resulting Claims.
- 35.3.4. San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublease, or other transfer of this Agreement be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Tenant must provide a copy of this Agreement, and any renewals, extensions, Assignment documents, Sublease documents, or any other transfers of the Premises or the Lease to the County Assessor not later than sixty (60) days after the full execution of the foregoing, and any failure of Tenant to timely provide a copy of this Agreement, and any renewals, extensions, Assignment document, Sublease documents, or any other transfers of the Premises or the Lease to the County Assessor will be a default under this Agreement. Tenant will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

35.4. **Non-Discrimination in City Contracts and Benefits Ordinance**

**(a) Covenant Not to Discriminate.** In the performance of this Agreement, Tenant will not discriminate against any employee, any City employee working with Tenant, or applicant for employment with Tenant, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of protected classes, or in retaliation for opposition to discrimination against protected classes.

**(b) Subleases and Other Subcontracts.** Tenant will include in all Subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to the Subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Tenant will incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and require all subtenants and other subcontractors to comply with those provisions. Tenant's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

**(c) Non-Discrimination in Benefits.** Tenant does not as of the date of this Agreement and will not during the Term, in any of its operations in San Francisco, on real property owned by City, or



where the work is being performed for City elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under the Legal Requirements authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**(d) CMD Form.** As a condition to this Agreement, Tenant will execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division. Tenant represents that before execution of this Agreement, **(i)** Tenant executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and **(ii)** the CMD approved the form.

**(e) Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth in this Agreement. Tenant will comply fully with and be bound by all of the provisions that apply to this Agreement under those Chapters of the Administrative Code, including the remedies provided in those Chapters. Without limiting the foregoing, Tenant understands that under Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Agreement may be assessed against Tenant and/or deducted from any payments due Tenant.

#### **35.4. No Relocation Assistance; Release of Claims**

Tenant acknowledges that it will not be a displaced person at the time this Agreement is terminated or expires by its own terms, and Tenant fully RELEASES AND DISCHARGES forever any and all Claims against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, under any Legal Requirements, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance Legal Requirements (including California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Agreement with respect to a Taking/Condemnation.

#### **35.5. MacBride Principles—Northern Ireland**

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

#### **35.6. Tropical Hardwood and Virgin Redwood Ban; Preservative-Treated Wood Containing Arsenic**

City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant will not provide any items to the construction of the Premises or the Alterations, or otherwise in the performance of this Agreement, that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. If Tenant fails to comply with any of the provisions of Chapter 8 of the San Francisco Environment Code, Tenant will be liable for liquidated damages for each violation in any amount equal to Tenant’s net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater. Tenant may not purchase preservative-treated wood products

containing arsenic in the performance of this Agreement unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment.

### **35.7. Restrictions on the Use of Pesticides**

(a) Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Tenant may not use or apply or allow the use or application of any pesticides on the Premises or contract with any party to provide pest abatement or control services to the Premises without first receiving City’s written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the Premises during the Term, (ii) describes the steps Tenant will take to meet City’s IPM Policy described in Section 300 of the IPM Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Tenant’s primary IPM contact person with City. Tenant will comply, and will require all of Tenant’s contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Tenant were a City department. Among other matters, the provisions of the IPM Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on City property, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), (iii) impose certain notice requirements, and (iv) require Tenant to keep certain records and to report to City all pesticide use at the Premises by Tenant’s staff or contractors.

(b) If Tenant or Tenant’s contractor would apply pesticides to outdoor areas at the Premises, Tenant will first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation (“**CDPR**”) and the pesticide application will be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City’s current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

### **35.8. Sunshine Ordinance**

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors’ bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement, or benefit. Information provided that is covered by this Section will be made available to the public on request.

### **35.10. Conflicts of Interest**

Through its execution of this Agreement, Tenant acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and California Government Code Section 87100 et seq. and Section 1090 et seq., and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Tenant becomes aware of any violation during the Term, Tenant will immediately notify City.

### **35.11. Charter Provisions**

This Agreement is governed by and subject to the provisions of City’s Charter and Municipal Code.

### **35.12. Drug-Free Workplace**

Tenant acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal Legal Requirements is prohibited on City premises. Tenant will advise the City immediately of any violation. Any violation of this prohibition by Tenant, its Agents, or assigns will be a material breach of this Agreement.

### **35.13. Prohibition of Tobacco Sales and Advertising**

Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Tenant acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Premises and such prohibition must be included in all subleases or other agreements allowing use of the Premises. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

### **35.14. Prohibition of Alcoholic Beverage Advertising**

No advertising of alcoholic beverages is allowed on the Premises. For purposes of this Section, “alcoholic beverage” is defined as set forth in California Business and Professions Code Section 23004, and does not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

### **35.15. Requiring Health Benefits for Covered Employees**

(a) Unless exempt, Tenant will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as they may be amended from time to time. The provisions of Chapter 12Q are incorporated into this Agreement by reference and made a part of this Agreement as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Agreement have the meanings assigned to those terms in Chapter 12Q.

(b) For each Covered Employee, Tenant will provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Tenant chooses to offer the health plan option, the health plan must meet the minimum standards set forth by the San Francisco Health Commission.

(c) Notwithstanding the above, if the Tenant is a small business as defined in Section 12Q.3(e) of the HCAO, it will have no obligation to comply with subsection (a) above.

(d) Tenant’s failure to comply with the HCAO will constitute a material breach of this Agreement. City may notify Tenant if a breach has occurred. If, within thirty (30) days after receiving City’s written notice of a breach of this Agreement for violating the HCAO, Tenant fails to cure the breach or, if the breach cannot reasonably be cured within the thirty (30) days period, and Tenant fails to commence efforts to cure within that period, or fails diligently to pursue the cure to completion, then City will have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to City.

(e) Any Subcontract entered into by Tenant will require the Subcontractor to comply with the requirements of the HCAO and contain contractual obligations substantially the same as those set forth in this Section. Tenant will notify City’s Purchasing Department when it enters into a Subcontract and will certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract.

Each Tenant will be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Tenant based on the Subcontractor's failure to comply, provided that City has first provided Tenant with notice and an opportunity to cure the violation.

(f) Tenant may not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City regarding Tenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(g) Tenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(h) Tenant will keep itself informed of the current requirements of the HCAO.

(i) Tenant will provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(j) Tenant will provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five (5) business days to respond.

(k) City may conduct random audits of Tenant to ascertain its compliance with HCAO. Tenant will cooperate with City when it conducts the audits.

(l) If Tenant is exempt from the HCAO when this Agreement is executed because its amount is less than Fifty Thousand Dollars (\$50,000), but Tenant later enters into an agreement or agreements that cause Tenant's aggregate amount of all agreements with City to reach Seventy-Five Thousand Dollars (\$75,000), then all the agreements will be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Tenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

### **35.16. Notification of Prohibition on Contributions**

For the purposes of this Section, a "**City Contractor**" is a party that contracts with, or seeks to contract with, the City for the sale or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves. Through its execution of this Agreement, Tenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits a City Contractor from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that contract is approved. Tenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Tenant further acknowledges that (i) the prohibition on contributions applies to Tenant, each member of Tenant's board of directors, Tenant's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in Tenant, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Tenant, and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Tenant certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its

contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

**35.17. Public Access to Meetings and Records.**

If Tenant receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Tenant will comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Tenant agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Tenant further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Tenant acknowledges that its material failure to comply with any of the provisions of this paragraph will constitute a material breach of this Agreement. Tenant further acknowledges that such material breach of the Agreement will be grounds for City to terminate and/or not renew this Agreement, partially or in its entirety.

**35.18 Resource Efficient City Buildings**

Tenant acknowledges that City has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for the design, construction, and operation of buildings owned or leased by City. Tenant will comply with all applicable provisions of those code sections.

**35.19. Food Service and Packaging Waste Reduction Ordinance**

Tenant will comply with and is bound by all of the applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Agreement by reference and made a part of this Agreement as though fully set forth. Accordingly, Tenant acknowledges that City contractors and lessees may not use Food Service Ware for Prepared Food in City Facilities and while performing under a City contract or lease (1) where the Food Service Ware is made, in whole or in part, from Polystyrene Foam, (2) where the Food Service Ware is not Compostable or Recyclable, or (3) where the Food Service Ware is Compostable and not Fluorinated Chemical Free. The capitalized terms (other than Tenant and City) in the previous sentence are defined in San Francisco Environment Code Section 1602.

**35.20. San Francisco Packaged Water Ordinance**

Tenant will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Tenant may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Agreement or on City property unless Tenant obtains a waiver from City’s Department of the Environment. If Tenant violates this requirement, City may exercise all remedies in this Agreement and the Director of City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

**35.21. Criminal History in Hiring and Employment Decisions**

(a) Unless exempt, Tenant will comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions), as amended from time to time (“**Chapter 12T**”), which are incorporated into this Agreement as if fully set forth, with respect to applicants and employees of Tenant who would be or are performing work at the Premises.

(b) Tenant will incorporate by reference the provisions of Chapter 12T in all subleases of some or all of the Premises, and require all subtenants to comply with those provisions. Tenant’s failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

(c) Tenant and subtenants may not inquire about, require disclosure of, or if the information is received base an Adverse Action on an applicant’s or potential applicant for employment, or

employee's: (i) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (ii) participation in or completion of a diversion or a deferral of judgment program; (iii) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (iv) a Conviction or any other adjudication in the juvenile justice system; (v) a Conviction that is more than seven years old, from the date of sentencing; or (vi) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Tenant and subtenants may not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. Tenant and subtenants may not require that disclosure or make any inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Tenant and subtenants will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Tenant or subtenant at the Premises, that the Tenant or subtenant will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Tenant and subtenants will post the notice prepared by the Office of Labor Standards Enforcement ("OLSE"), available on OLSE's website, in a conspicuous place at the Premises and at other workplaces within San Francisco where interviews for job opportunities at the Premises occur. The notice will be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Premises or other workplace at which it is posted.

(g) Tenant and subtenants understand and agree that on any failure to comply with the requirements of Chapter 12T, City will have the right to pursue any rights or remedies available under Chapter 12T or this Agreement, including a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant, or other person as to whom a violation occurred or continued, or termination of this Agreement in whole or in part.

(h) If Tenant has any questions about the applicability of Chapter 12T, it may contact City's Real Estate Division for additional information. City's Real Estate Division may consult with the Director of City's Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

### **35.22. Vending Machines; Nutritional Standards**

Tenant may not install or permit any vending machine on the Premises without the prior written consent of the HSH Director. Any permitted vending machine will comply with the food and beverage nutritional standards and calorie labeling requirements set forth in San Francisco Administrative Code Section 4.9-1(c), as may be amended from time to time (the "Nutritional Standards Requirements"). Tenant will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section will be a material breach of this Agreement. Without limiting Landlord's other rights and remedies under this Agreement, Landlord will have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements.

### **35.23. All-Gender Toilet Facilities**

If applicable, Tenant will comply with San Francisco Administrative Code Section 4.1-3 requiring at least one all-gender toilet facility on each floor of the Building where extensive renovations are made. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities

required by Administrative Code Section 4.1-3. If Tenant has any question about applicability or compliance, Tenant should contact the HSH Director of Property for guidance.

#### **35.24. Tenant's Compliance with City Business and Tax Regulations Code**

Tenant acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Tenant under this Agreement is withheld, then City will not be in breach or default under this Agreement, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

#### **35.25. Consideration of Salary History**

In addition to Tenant's obligations as an employer under San Francisco Police Code Article 33J, Tenant must comply with San Francisco Administrative Code Chapter 12K. For each employment application to Tenant for work of eight (8) or more hours per week at the Premises, Tenant must not consider the applicant's current or past salary (a "**Salary History**") in deciding whether to hire the applicant or what salary to offer the applicant unless the applicant voluntarily discloses that Salary History without prompting. In addition, Tenant must not (1) ask those applicants about their Salary History, (2) refuse to hire, or otherwise disfavor, injure, or retaliate against applicants that do not disclose their Salary History, or (3) disclose a current or former employee's Salary History without that employee's authorization unless it is required by law, publicly available, or subject to a collective bargaining agreement.

Tenant is subject to the posting, enforcement, and penalty provisions in Chapter 12K. Information about Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>.

#### **35.26. Contractor Vaccination Requirements.**

(1) Tenant acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("**Emergency Declaration**"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("**Contractor Vaccination Policy**"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Any undefined, initially-capitalized term used in this Section has the meaning given to that term in the Contractor Vaccination Policy.

(2) A Contract as defined in the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the contractor or subcontractor work in-person with City employees at a facility owned, leased, or controlled by the City. A Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. A Contract does not include an agreement with a state or federal governmental entity or agreements that does not involve the City paying or receiving funds.

(3) Tenant has read the Contractor Vaccination Policy. In accordance with the Emergency Declaration, if this Agreement is (or becomes) a Contract as defined in the Contractor Vaccination Policy, Tenant agrees that:

(1) Tenant will ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency

DRAFT

Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds; and

(II) If Tenant grants Covered Employees an exemption based on medical or religious grounds, Tenant will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“**Exemptions Form**”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

### **36. AMENDMENTS**

Neither this Agreement nor any terms or provisions hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought. No waiver of any breach will affect or alter this Agreement, but each and every term, covenant, and condition of this Agreement will continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Any amendments or modifications to this Agreement, including, without limitation, amendments to or modifications to the exhibits to this Agreement, will be subject to the mutual written agreement of City and Tenant, and City’s agreement may be made upon the sole approval of the City’s HSH Director, or his or her designee; provided, however, material amendments, or modifications to this Agreement (a) changing the legal description of the Premises, (b) increasing the Term, (c) decreasing the rent, (d) changing the general use of the Premises from the use authorized under this Agreement, and (e) any other amendment or modification which materially increases the City’s liabilities or financial obligations under this Agreement, will additionally require the approval of the City’s Board of Supervisors.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AGREEMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AGREEMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AGREEMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A RESOLUTION WILL BE ENACTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

[signatures follow]



DRAFT

IN WITNESS WHEREOF, City and Tenant have executed this Agreement as of the date first written above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

Recommended by:

By: \_\_\_\_\_  
Shireen McSpadden  
Executive Director  
Department of Homelessness and Supportive Housing

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
[DEPUTY'S NAME]  
Deputy City Attorney

TENANT:

HOUSING FOR INDEPENDENT PEOPLE, INC.,  
a California nonprofit public benefit corporation

By: [ \_\_\_\_\_ ]  
Name: [ \_\_\_\_\_ ]  
Title: [ \_\_\_\_\_ ]

DRAFT

**EXHIBIT A**  
**Legal Description of the Property**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Lot 1, "Final Map 9295" a 200 Residential Unit Condominium Project, recorded November 10, 2020, in Book 001 of Final Maps, at Pages 107 – 110, Official Records, being a merger and two lot subdivision of Parcels One through Seven as described in that certain Grant Deed Recorded January 6, 2017, as Document No. 2017-K392462, San Francisco County Records.

Also being a portion of Mission Block No. 9.

Current APN: Lot 095, Block 3521

Future APN's: Lot 097 through 296, Block 3521

**EXHIBIT B**

**Assignment of Existing Resident Occupancy and Rental Agreements  
(Other Existing Residents)**

This ASSIGNMENT is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“Assignor”) and HOUSING FOR INDEPENDENT PEOPLE, INC., a California nonprofit public benefit corporation (“Assignee”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, effective as of the Effective Date (as defined in the Lease and Property Management Agreement between Assignor and Assignee dated as of \_\_\_\_\_ (the “Agreement”)), Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, claim and interest in and under certain leases and occupancy agreements executed with respect to that certain real property commonly known as 333 12th Street, San Francisco, and more fully described in Exhibit A to the Agreement (the “Property”) as more fully described in Schedule 1 attached hereto (collectively, the “Leases”). Initially capitalized terms used but not defined in this Assignment have the meanings given to them in the Agreement.

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Assignor represents and warrants that, as of the date of this Assignment, the attached Schedule 1 includes all of the Leases to which Assignor is a party affecting any of the Property. As of the date hereof, there are no assignments of or agreements to assign the Leases by Assignor to any other party; and (ii) Assignor has not received any written notice from any Existing Resident alleging any default or breach of a Lease by Assignor (or Assignor's predecessor-in-interest) under a Lease, except to the extent Assignor has informed Assignee on or before the date hereof, as applicable.
2. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys’ fees) to the extent arising out of the breach of landlord’s obligations under the Leases prior to the Effective Date; provided that nothing in this Section 2 will obligate Assignor to indemnify Assignee with respect to the physical condition of the Property, which Assignee has agreed to accept in its “as is, where is” condition as of the Effective Date, or any matter for which Assignee has agreed to release Assignor as set forth in the Agreement. Nothing in this Section shall be deemed to waive, limit, or otherwise impair the Assignor's duties and obligations set forth in the Agreement.
3. Effective as of the Effective Date, Assignee hereby assumes all of the landlord’s obligations under the Leases required to be performed on or subsequent to the Effective Date. Assignee hereby agrees to indemnify Assignor against and hold Assignor harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys’ fees) to the extent arising out of the breach of landlord’s obligations under the Leases on or after the Effective Date.
4. Any rental and other payments under the Leases will be prorated between the parties as provided in the Agreement.
5. This Assignment will be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
6. This Assignment is governed by and will be construed in accordance with the laws of the State of California.

DRAFT

7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:  
CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

APPROVED AS TO FORM:  
DAVID CHIU City Attorney

By: \_\_\_\_\_  
[DEPUTY'S NAME]  
Deputy City Attorney

ASSIGNEE:  
  
HOUSING FOR INDEPENDENT PEOPLE, INC.,  
a California nonprofit public benefit corporation

By: [ \_\_\_\_\_ ]  
Name: [ \_\_\_\_\_ ]  
Title: [ \_\_\_\_\_ ]

DRAFT

**SCHEDULE 1**

**LEASES, OCCUPANCY AND RENTAL AGREEMENTS**

DRAFT

DRAFT

**EXHIBIT C**

**PSH Resident Selection Plan**

See attached.

DRAFT

# City Gardens

## Resident Selection Plan

### **I. INTRODUCTION**

The purpose of the Resident Selection Plan is to establish fair and equitable guidelines for selecting applicants to occupy permanent supportive housing units at 333 12<sup>th</sup> Street (the “Project”), in accordance with the State of California Department of Housing and Community Development Homekey Program and policies and procedures established by the Department of Homelessness and Supportive Housing for permanent supportive housing programs.

The Project is a supportive housing development targeting Families who are experiencing homelessness or who are at risk of homelessness defined in Section 578.3 of Title 24 of the Code of Federal Regulations. This project proposes that 170 of the 200 units in the building will be occupied by Homekey eligible households, including two (2) employee units; 30 units are occupied by market rate tenants and will be leased to families who are experiencing homelessness or at risk of homelessness when those units turn over.

### **II. POLICY ON NON-DISCRIMINATION**

It is the policy of the City and County of San Francisco (the “Owner”) to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Fair Housing Amendments of 1988, American with Disabilities Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, and any legislation which may subsequently be enacted protecting the individual rights of residents, applicants, or staff.

The Owner shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, Acquired Immune Deficiency Syndrome (AIDS) or HIV status, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, in the leasing, rental, or other disposition of housing or related facilities.

### **III. POLICY ON PRIVACY**

It is the policy of the Owner to guard the privacy of clients as conferred by the Federal Privacy Act of 1974, and other applicable confidentiality laws to ensure the protection of such clients' records maintained. Therefore, neither Owner nor its agents or employees shall disclose any personal information contained in its records to any person or agency unless the individual about whom

information is requested shall give written consent to such disclosure. This Privacy Policy in no way limits Owner’s ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained regarding disability will be treated in a confidential manner.

**IV. ELIGIBILITY FOR SELECTION**

<b>Program Type</b>	<b># of units</b>	<b>Eligibility requirement</b>
State of California Housing and Community Development Department – Homekey Program	170	Target Population is identified in HSC Section 50675.1.3 170 units will house families who are homeless or at- risk of homelessness as defined by Part 578.3 of Title 42 of the United States Code.
Department of Homelessness and Supportive Housing’s Permanent Supportive Housing Program	168	All 168 units will be Homekey Assisted Units serving homeless families as defined by Part 578.3 of Title 42 of the United States Code. All new residents will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System.

All units must be made available to Homekey eligible households for a period of 55 years pursuant to the recorded Declaration of Restrictions.

The Owner will employ the core components of Housing First, as set forth in the Welfare and Institutions Code Section 8255. Examples of these core components include:

- 1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- 2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
- 3) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- 4) Participation in services or program compliance is not a condition of permanent housing tenancy.
- 5) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.
- 6) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- 7) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on



criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

- 8) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
- 9) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
- 10) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants. Units can come equipped with overdose detection devices if the tenant is willing to participate in Brave Button program though this program is voluntary.

All units except for the two resident staff units must be made available to Homekey eligible households for a period of 55 years pursuant to the recorded Declaration of Restrictions.

Applicants must complete and sign an application form in order to be considered for occupancy. Applicants will be considered conditionally eligible for housing based solely on statements given on the application form and any required third-party verification forms. Background checks (i.e. criminal, credit, or tenant history) shall not be used to screen applicants for housing. However, this information can be used to tailor appropriate support plans for residents after placement into housing.

Applicants shall sign releases and consents authorizing any depository or private sources of income, or any federal, state, or local agency, to furnish or release such information and the applicable program regulations determined to be necessary.

Applicant must meet other program regulated eligibility requirements, if applicable.

## V. OCCUPANCY STANDARDS

Applicants’ household size must be appropriate for the unit sizes available in accordance with the following occupancy standards:

<u>Unit Size*</u>	<u>Minimum</u>	<u>Maximum</u>
2- Bedroom	2	4
4-Bedroom	4	6
5-Bedroom	5	8

\*As per San Francisco Housing Code, children under the age of 6 shall not be counted towards the maximum occupancy standard for eligibility. Households of three persons, regardless of the age of children in the household, meet the minimum occupancy.

## **VI. REFERRALS**

There is not an open application process for the units at the Project. No waiting list is being established. The 170 available units are part of the SF Coordinated Entry (CE) process, designated to serve homeless households referred through HSH's Online Navigation and Entry (ONE) system which serves as San Francisco's federally compliant HMIS system). Families referred to vacancies through CE have been prioritized via an assessment administered by the CE Access Points. Families who are prioritized for housing meet the definition of homelessness as defined by Part 578.3 of Title 42 of the United States Code. Factors that affect prioritization for housing are vulnerability, chronicity of homelessness, and barriers to housing.

## **VII. APPLICANT INTERVIEWS**

Applicants will be interviewed in the order of referrals received from HSH. Applicants are required to attend the interview. Property management will clarify any information provided and answer any questions applicant may have.

Property Management will conduct the housing interview to review the application documents and eligibility criteria, explain the application process and timeline, answer questions from the applicant and show the building and unit to the applicant. Support Services will make all efforts to meet with the applicant after the housing interview to discuss the services provided and discuss resources available to the applicant.

## **VIII. VERIFICATION PROCEDURES**

Property Management will follow the HSH low-barrier documentation policy. The following screening criteria will be used for each applicant:

- Homeless status will be verified in writing and documented in the ONE system.
- Copies of identifications obtained from government databases will be accepted to process housing applications for residents that don't have original documents.
- All income and assets will be verified in writing from the income source on appropriate income verification forms, including the use of MEDS, CALWIN, and/or CHANGES for verification, in order for the tenant share of rent to be calculated at 30% of income.
- Applicant must have the ability to maintain the housing unit in accordance with local health standards. No distinction will be drawn between a person who keeps his/her own unit and one who does so with the assistance of an attendant.

## **IX. REASONS FOR DENIAL**

1. Applicant who fails to attend multiple scheduled interviews.

2. Applicant has falsified information on the application.
3. Applicant's household size does not meet the established occupancy standards.
4. Applicant declines a unit when offered.
5. Applicant has engaged in or exhibited abusive or violent behavior towards staff or Project residents during the housing application process.
6. Applicant is listed in the National Sex Offender Registry and per legal mandates (ex. court order) are unable to reside in the building.

#### **X. RIGHT TO REASONABLE ACCOMODATION**

If a client has a disability and as a result of the disability needs: a change in the rules or policies, a change or repair to a unit or a special type of unit, a change or repair to some other part of the Project, that would give client an equal chance to live at the Project and use the facilities and take part in any programs offered on-site, a change in the way Property Management communicates or gives information to client, client may ask for a Reasonable Accommodation. Property Management will respond to the request for a reasonable accommodation or modification within ten (10) business days. Property Management shall determine if the request for accommodation is reasonable. Property Management will work with the client and referring agency to determine if there are ways to accommodate the client.

Client will be asked to provide documentation of their request, with information from— client's medical/health care provider for verification that the requested accommodation is necessary due to a disability. If the client's disability is obvious and the need for the requested accommodation is apparent, Property Management will make a determination without requesting additional verification. If the request is reasonable and does not pose undue financial or administrative burden to the Project, Property Management shall make the requested changes. If the request is denied, the rejection will explain the reasons in writing.

#### **XI. SELECTING RESIDENTS AND RIGHT TO APPEAL**

The Resident Selection criteria discussed above are designed to satisfy the requirements of San Francisco Police Code Article 49, Sections 4901-4920 or the Fair Chance Ordinance. Owner seeks to screen in applicants, rather than screen out. An applicant meeting the eligibility requirements and passing the Project's Resident Selection Criteria will be contacted by Property Management to finalize all lease documents and to set a move-in date.

If an applicant does not meet the established eligibility criteria, Property Management will issue a written denial letter within two (2) business days of the decision to deny, and will include a clearly identified reason for denial and instructions on how to file an appeal. Upon request, Property Management will provide the applicant with additional information used to make the denial decision. Applicants will have fourteen (14) calendar days to appeal the decision to deny, and may work with a

Case Manager, Housing Navigator, or community advocate to submit their appeal and any supporting documentation. Property Management will review the appeal and consider the individual circumstances of each applicant and any mitigating factors, and will issue a response within 5 (five) calendar days of receiving the appeal.

## **XII. MITIGATING CIRCUMSTANCES**

If applicant fails to meet one or more of the Resident Selection Criteria, Property Management will determine whether it is possible to admit applicant through consideration of mitigating circumstances or by applying reasonable accommodation.

Mitigating circumstances are verifiable facts that would overcome or outweigh information already gathered in the resident screening process. The verifier must corroborate the reason(s) given by applicant for the disqualifying circumstances and determine that the prospect for lease compliance in the future is good because the reason for the applicant's disqualifying circumstances is either no longer in effect or otherwise controlled.

If the evidence of mitigating circumstances presented by applicant relates to a change in medical condition or course of treatment, Property Management shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance(s).

## **XIII. UNIT ASSIGNMENTS**

Property Management, in consultation with Service Provider when necessary, makes unit assignment decisions. Consideration must be given to the preferences expressed by applicant at the time of the interview process and any special needs identified and verified at that time.

Accessible units will be offered to eligible applicants with disabilities requiring the accessibility features of the unit in accordance with 24 CFR Paragraph 8.27. Preference/priority will be given based upon verifiable information provided by applicant during the application process. If an accessible unit is offered to an applicant not having a disability, Property Management requires the lease to include a provision requiring a transfer to a non-accessible unit when an applicant or existing resident with disabilities requires the accessibility features of the unit.

## **XIV. LANGUAGE ACCESS**

Reasonable steps will be taken to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. Property Management ensures meaningful communication with LEP applicants and residents and their authorized representatives. Interpreters, translators and other aids needed to comply with this policy shall be provided free of charge to the person being served, and residents and their families will be informed of the availability of such assistance. Language assistance will be provided through use of a contracted telephonic interpretation service, competent bilingual staff, staff interpreters, or formal arrangements with local organizations providing interpretation or translation services or technology.

## **XV. SUPPORT FOR RESIDENTS AFTER INITIAL OCCUPANCY**

### **A. HOUSING STABILITY**

On-site Support Services will assess residents' skills and goals at intake and encourage all residents to participate in educational and employment services. The goals of these services are to increase education levels, skill levels, and find employment all geared towards increasing the resident's income. Additionally, clients will be asked to provide written verification of current income and assets to help with goal planning and housing stability support. Support Services will provide assistance to all residents in obtaining or maintaining benefits and income, and in solving problems related to county, state, and federal benefits programs.

Residents will be provided with assistance in identifying, applying for, and establishing appointments with available services such as food programs, medical clinics, in-home support, transportation services, and services for youth and children in the community.

Residents will also receive support in identifying and accessing services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, following up/checking in with clients regarding the process, and, as necessary, re-referral. Youth will be referred to appropriate community resources, and age-appropriate activities and groups will be provided on-site.

The on-site support services will identify residents and their children with unmet behavioral health needs that are impacting their ability to be stably housed. Support Services will also collaborate with property management to identify clients who have not been seen or have shown signs of concern to staff on at least a weekly basis. Outreach efforts shall be used to make contact with and check in with these residents.

### **B. TRANSFERS**

Unit transfers may take precedence over new move-ins. A unit transfer may be approved when a resident is eligible for continued occupancy and when at least one of the following conditions exists:

- a) A resident's dwelling unit has been damaged by fire or other cause(s) to such a degree that the unit is not habitable.
- b) Resident is experiencing an immediate verifiable life safety or violence issue.
- c) To accommodate a person with a disability who has requested a unit transfer subject to the Reasonable Accommodation Policy.
- d) Resident is no longer eligible for the unit or the subsidy for the unit.

Priority for unit transfers will be given based upon the following ranking:

1. Unit is not habitable
2. Violence Against Women Act (VAWA)/Life Safety
3. Reasonable Accommodation
4. Eligibility for unit

### C. EVICTION PREVENTION

Communication and collaboration between Property Management and Support Services is critical in order for residents to achieve and maintain stability in housing. Property Management and Support Services will meet routinely to resolve issues that put tenants at risk for eviction. If a resident is facing housing instability, Support Services shall coordinate with Property Management to find proactive ways to engage with tenants to prevent housing loss.

Support Services will assist tenants in communicating with, responding to, and meeting with Property Management. This may include helping a tenant to understand the communications from Property Management, helping to write requests, responses, or complaints to Property Management, and attending meetings between the tenant and Property Management to facilitate communication.

Property Management shall ensure there is a process for Support Services to receive timely communication and copies of correspondence (e.g. notices, warning letters, lease violations, etc.) issued. Support Services will outreach to and offer on-site services and/or referrals to all tenants who display indications of housing instability, within a reasonable timeframe. Housing instability indicators include but are not limited to, discontinuance from benefits leading to non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants.

Any urgent resident incidents or time-sensitive information shall be communicated as they occur and as needed rather than reserving such communication for ongoing meetings, so that service connections and resources can be made as quickly as possible.

### D. MOVING ON STRATEGIES

Support Services will work with residents to identify goals related to income and housing, and create services plans accordingly, to help residents achieve their goals. Households interested in moving to other types of housing in the future will be given linkages to resources and referrals appropriate for their housing goals. Residents may be referred to: job training programs and resume building workshops; agencies in the community that provide financial empowerment such as budgeting and increasing savings, and improving credit scores; affordable housing opportunities and/or opportunities for rental subsidies and housing vouchers. Support Services will assist residents in the application for other housing opportunities, and work with the residents on exit planning to ensure continuity of external services and supports which may be needed to maintain stability.

DRAFT

**EXHIBIT D**

**Funding Requirements**

See attached.

DRAFT

**EXHIBIT D**  
**Funding Requirements**

**I. FUNDING APPROVAL PROCESS**

Except as otherwise agreed to by City and Tenant, the following describes the submittal and approval process for payment of Annual Operating Subsidy by City to Tenant:

- A. **Annual Operating Budget, Property Management Plan, Preventative Maintenance Plan Submission.** No later than January 1 of each City fiscal year of the Term (“Operating Year”), Tenant will prepare and submit to the City a revised Annual Operating Budget covering the upcoming City fiscal year, in the same format as Exhibit E attached hereto, for City’s approval. The Annual Operating Budget will be based on the anticipated Project Income and a detailed estimate of all anticipated Project Expenses, as well as any other requested information by City, and Annual Operating Subsidy. The Annual Operating Budget must include the anticipated costs of general maintenance and repair as described in Section 5.12 and Section 5.7.1.4 of the Agreement. In conjunction with its submission of the Annual Operating Budget, Tenant will also submit an annual property management plan (“Property Management Plan”) and an annual preventative maintenance plan and schedule (“Preventative Maintenance Plan”) for City approval.
- B. **City Review and Approval of Annual Operating Budget, Property Management Plan, Preventative Maintenance Plan.** No later than July 1 of each Operating Year, City will review and if necessary, revise the proposed Annual Operating Budget, Property Management Plan, and Preventative Maintenance Plan. City expects to review and provide initial feedback to Tenant regarding the proposed Annual Operating Budget, Property Management Plan, and Preventative Maintenance Plan by March 1 of each Operating Year. City has the right to audit any and all financial records of Tenant relating to Project Income, Project Expenses, Annual Operating Budget, Property Management Plan, Preventative Maintenance Plan, or any other Tenant files relating to the Premises at any time. City approval of the Annual Operating Budget will remain subject to the budget and fiscal provisions of the City's Charter and sufficient appropriated authority for the applicable fiscal year in the sole discretion of the Mayor and the Board of Supervisors, in accordance with the Agreement. City may adjust the Annual Operating Budget based on the end of Operating Year reconciliation, as described in Section E below.
- C. **Annual Advance of Annual Operating Subsidy.** No later than July 10 of each Operating Year, HSH will deposit into the Tenant’s Project Operating Account an annual advance equivalent to 20% of the Annual Operating Subsidy (“Annual Advance”), based on the latest City-approved Annual Operating Budget. Tenant may draw on the Annual Advance to pay for the initial Project Expenses incurred prior to submitting the first month’s invoice in CARBON (as described below) and receiving reimbursement from the City for each Operating Year.



D. **Tenant Payment of Project Expenses.** During each Operating Year, Tenant will timely pay and then bill City for actual monthly Project Expenses in conformity with the City-approved Annual Operating Budget and as described below. Tenant may adjust budget line items in the City-approved Annual Operating Budget by no more than 10% to pay for actual Project Expenses; any adjustments to the budget line items in the City-approved Annual Operating Budget that exceed 10% will require the prior approval of City in CARBON. Notwithstanding the foregoing, under no circumstances will City payment to Tenant exceed the total not-to-exceed amount set forth in the Agreement. Any City payments to Tenant will be paid to Tenant’s Project Operating Account.

1. **Monthly Invoicing.** Tenant shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 15 days after the month the expenditures has been incurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

Billing Month/Date	Operating Month Begin Date	Operating Month End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

- a. Tenant shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure through the HSH’s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
- b. Tenant’s Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
- c. Tenant acknowledges that submittal of the invoice by Tenant’s designated authorized personnel with proper login credentials

constitutes Tenant's electronic signature and certification of the invoice.

- d. Tenant's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - e. Tenant's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
  - f. Tenant may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
2. Project Reserves. In accordance with Section 6.3 of the Agreement, City will hold any required operating and replacement reserves unless otherwise agreed to by City and Tenant. Such reserves will be listed in the Annual Operating Budget that is submitted by Tenant and approved by City. Absent of an Emergency Repairs as described in Section 5.14 of the Agreement, Tenant must receive written approval from City before incurring any costs against the reserves listed in the Annual Operating Budget. Once approved, City will allow Tenant to bill against the reserve budget line item/s in CARBON in the next monthly invoice. City approval will uses of such reserves, in accordance with the general principles describe below. City may require other information from the Tenant to analyze the requested reallocation including but not limited to a variance analysis between projected annual income and expenses and actual annual income and expenses, and explanations for the cause of any significant variances.
- a. Operating Reserve: City may approve release of an operating reserve solely to alleviate cash shortages resulting from unanticipated and unusually high, yet justified unbudgeted maintenance expenses, unknown costs at the time of the Annual Operating Budget approval (including any and all real estate taxes and assessments), increases to utility costs not accounted for in the Annual Operating Budget, abnormally high vacancies and other expenses that that are justified as costs greater than the approved Annual Operating Budget.
  - b. Replacement Reserve: City may approve release of a replacement reserve solely to fund unusual replacement and repairs, such replacing, repairing or relocation costs due to unanticipated and emergency maintenance and repairs in accordance with Section 5.14 of the Agreement, replacing furniture, fixtures or equipment of the Project

that are reasonably required to preserve the Project for use as Permanent Supportive Housing.

**E. End of Operating Year Reconciliation Process.**

- i. No later than May 1 of each Operating Year, In the case where advance spend down cannot be fully recovered, by deducting actual expenditures from the Tenant's monthly invoices, by the end of the fiscal year, Tenant shall repay HSH any outstanding balance via check or wire in the amount verified by HSH contracts. Tenant shall make the repayment after the final invoice of the fiscal year has been approved.  
Tenant will provide to City a variance analysis of the current Annual Operating Budget, including a budget-to-actual comparison of the Project Expenses, Project Income, and Annual Operating Subsidy for the Operating Year from July 1 through May 1 and projected (based on the actual costs) for May and June of that Operating Year. This end of Operating Year reconciliation will be used to make any necessary adjustments to the proposed Annual Operating Budget for final City review and approval.
- ii. By the end of each fiscal year, Tenant must either 1) fully spend the Annual Advance to pay actual Project Expenses, or 2) repay any City-confirmed outstanding Annual Advance balance as directed by City.

**II. DOCUMENTATION AND RECORD RETENTION**

**A. General Documentation Requirements.**

1. All documentation requested by and submitted to HSH must:
  - a. Be easily searchable (e.g., PDF) or summarized;
  - b. Follow all HSH instructions and ensure that all documentation clearly matches the City-approved Annual Operating Budget line item(s) and eligible activities;
  - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
  - d. Include only costs that are reflected in the City-approved Annual Operating Budget. City will not pay for costs that are not reflected in the City-approved Annual Operating Budget.
2. In addition to the instructions below, HSH may request and review supporting documentation on the following occasions without modification to this Exhibit: program monitoring, fiscal and compliance monitoring, end of year budget reconciliation, monthly invoice review, as needed per HSH request, and/or as needed to fulfill audit and other monitoring requirements.

Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Tenant shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Annual Operating Budget covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Tenant's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Tenant shall maintain documentation for all approved Operating costs included in the Annual Operating Budget and submitted in CARBON. Tenant shall provide documentation, as requested by HSH. Each time an invoice is submitted, Tenant shall upload documentation for all subcontractor and consultant costs, if applicable, and documentation for any operating line items that exceed \$10,000.</p> <p>Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Revenue	<p>Tenant shall maintain and provide documentation for all revenues that offset the costs in the Annual Operating Budget covered by the Agreement each time an invoice is submitted. This includes all Project Income as defined in Section 1.15 in the Master Lease Agreement. All Project Income and Annual Operating Subsidy must be deposited into the Project Operating Account such that monthly income and expenses can be easily reconciled to the monthly bank statement. Documentation shall include monthly bank statement, monthly rent roll report (tracking tenant name, unit, prior rent receivable balance, current rent owed, date rent/prepaid rent received, and remaining receivable balance for each tenant (delinquent rent) and a notation if unit is vacant), General Ledger report showing itemized revenue receipts including proceeds from any vending and laundry income, copies of Section 8 or other rental subsidy payments and other documentation showing the proper accounting of all revenue associated with the Project.</p>
Security Deposits	<p>Tenant shall maintain and provide documentation for all security deposits each time an invoice is submitted. Security</p>

Type	Instructions and Examples of Documentation
	deposits should be kept in the Security Deposit Account such that the monthly security deposit statements can be easily reconciled to the monthly bank statement. Documentation shall include monthly bank statement, monthly security deposit statements (tracks by tenant and unit, the security deposit amount, type of tenant (i.e., FMR, Flexible Housing Subsidy client), to whom the deposit is owed if the tenant vacates their unit, and monthly change in overall liability), and individual security deposit refund statements for any refunds made that month.

3. If a Tenant has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from City (e.g., Letter of Correction, Corrective Action Plan), Tenant shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in City withholding of Annual Operating Subsidy until such information is received by City.

**B. Permanent Supportive Housing Documentation and Data Collection Requirements.**

1. Tenant shall update applicant referral status information in the Online Navigation and Entry (ONE) System in accordance with HSH policy and instruction, including but not limited to:
  - a. Tenant shall maintain confidential files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the tenant, copies of payment plans or other agreements to support housing stability.
  - b. Tenant shall track receipt and completion of maintenance work orders.
  - c. Tenant shall maintain all eligibility and inspection documentation in the ONE System according to HSH written instruction, and maintain hard copy files with eligibility, including homelessness verification documents.
  
2. Tenant shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement, as may be amended from time to time, including but not limited to:
  - a. Entering all household data within three (3) business days (unless specifically requested to do so sooner);
  - b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and
  - c. Running monthly data quality reports and correcting any errors.

- d. Tenant shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting shall be communicated to Tenant in writing from HSH.
3. Any information shared between Tenant, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
4. Tenant shall report unit vacancies to HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe. When required by HSH, Tenant shall enter tenant data in the ONE System.
5. Tenant shall report certain measures in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site as required by HSH. Tenant shall submit the monthly, quarterly and/or annual metrics into the CARBON database.
  - i. On a monthly basis, Tenant shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the month of service, including: the occupancy rate; and the number of new placements.
  - ii. On a quarterly basis, Tenant shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter, including: average number of days to turn over units; and the number of tenants receiving lease violations, and the number and percentage of tenant lease violations that were resolved without loss of housing to tenants.
  - iii. On an annual basis, Tenant shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year, including: the number and percentage of tenants who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements; the number of program exits; the number and percentage of tenants who completed a written survey to provide feedback on the type and quality of program services; the tenant

satisfaction survey results; and the number of tenants showing housing instability that remained housed.

6. Tenant shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Tenant shall provide the number of evicted households and eviction notices issued to households residing in City-funded housing through the annual HSH administered Eviction Survey. Tenant shall adhere to all deadlines for submission as required by HSH.
7. Tenant shall submit Facility Inventory data to HSH during the last week of January. Data will include unit/bed inventory, point in time population count of residents, and general characteristic data of residents. Data is used for reporting mandated by the Federal Government under the U.S. Department of Housing and Urban Development (HUD)'s Continuum of Care (CoC) program.
8. Tenant shall provide information requested by City in order to submit reports to HCD as required by Homekey funding, including milestone and annual program reports, and respond to requests in a timely manner to allow City to report to HCD by required milestones.
9. Tenant shall provide information for an annual report on client enrollment in public benefits per the Administrative Code - Permanent Supportive Housing - Rent Contribution Standard (<https://sfgov.legistar.com/View.ashx?M=F&ID=9074560&GUID=FDA1BCF9-1096-42C8-AD19-9143A348AC07>), as instructed by HSH.
10. Tenant shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Tenant's services. Tenant agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Tenant within 30 working days of receipt of any evaluation report and any Tenant response will become part of the official report.
11. Tenant shall provide any additional reports as required by HSH and will respond to all requests by HSH in a timely manner.

For assistance with reporting requirements or submission of reports, Tenant should contact the assigned HSH Contract and Program Manager, listed in CARBON.

- C. **Record Retention.** Tenant will keep electronic or hard copy records and documentation of all City approved Project Expenses and any other documentation required by this Exhibit, including, but not limited to, payroll records; paid invoices; receipts; and payments made for the Premises, for a period not fewer than five (5) years after final payment under this Agreement, and shall provide these documents to the City immediately upon request.

### III. CITY MONITORING

- A. **Program Monitoring.** Tenant will remain subject to program monitoring and/or audits at all times during the Term, including, but not limited to, review of the following: tenant files, Tenant's administrative records, staff training documentation, postings, program policies and procedures, data submitted in program reports, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting the service and outcome objectives described in the Agreement.
- B. **Fiscal and Compliance Monitoring.** Tenant is subject to fiscal and compliance monitoring, which may include review of the Tenant's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts and Memoranda of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance. As required in Section 5.10.1.5 of the Agreement, Tenant will provide, on an annual basis, an annual audit of Project Income, including Annual Operating Subsidy, and Project Expenses, conducted by an audit firm that is a professional certified public accounting firm,. The Audited Financial Statements should consist of Balance Sheet, Statement of Operations, and Statement of Cash Flows prepared in accordance with Generally Accepted Auditing Principles (GAAP).

City reserves the right to modify this Exhibit in its sole and absolute discretion, including but not limited to, situations where Tenant has demonstrated issues with spend down, accuracy, and timeliness of invoices. Any changes to the requirements described herein will be communicated to Tenant via written notice at least thirty (30) days prior to expected implementation.



DRAFT

**EXHIBIT E**

**5-Year and Annual Operating Budget**

See attached.

DRAFT

	A	B	C	D	G	J	M	P	S	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	Exhibit E – Master Lease & Property Management Budget Template									
3	Document Date	11/9/2022								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	2/1/2023	1/31/2028	5						
7	Provider Name	Housing for Independent People, Inc.								
8	Program	City Gardens (333 12th Street)								
9	FSP Contract ID#	TBD								
10	Action (select)	New Agreement								
11	Effective Date	2/1/2023								
12	Budget Names	Lease & Property Management, Project Reserves, Real Estate Development Costs								
13		Current	New							
14	Term Budget	\$ -	\$ 15,075,002							
15	Reserves		\$ 1,655,905	20%						
16	Contingency	\$ -	\$ 3,349,094							
17	Not-To-Exceed	\$ -	\$ 20,080,000	Start-up & Year 1	Year 2	Year 3	Year 4	Year 5	All Years	
18		2/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 1/31/2028	2/1/2023 - 1/31/2028			
19		New	New	New	New	New	New			
20	Expenditures									
21	Salaries & Benefits	\$ 1,388,694	\$ 1,009,662	\$ 1,039,952	\$ 1,071,151	\$ 643,583	\$ 5,153,043			
22	Operating Expense	\$ 1,762,073	\$ 1,332,287	\$ 1,371,193	\$ 1,694,226	\$ 1,032,085	\$ 7,191,863			
23	Subtotal	\$ 3,150,767	\$ 2,341,949	\$ 2,411,145	\$ 2,765,377	\$ 1,675,668	\$ 12,344,906			
24	Indirect Percentage									
25	Indirect Cost (Line 22 X Line 23)	\$ 472,615	\$ 351,292	\$ 361,672	\$ 414,807	\$ 251,350	\$ 1,851,736			
26	Other Expenses (Not subject to indirect %)	\$ 201,355	\$ 152,969	\$ 158,131	\$ 162,875	\$ 91,602	\$ 766,933			
27	Capital Expenditure	\$ -	\$ -	\$ 36,050	\$ 37,132	\$ 38,245	\$ 111,427			
29	Total Expenditures	\$ 3,824,738	\$ 2,846,210	\$ 2,966,998	\$ 3,380,190	\$ 2,056,866	\$ 15,075,002			
30										
31	Operating Subsidies (select)									
32	State Project Homekey	\$ 3,433,508	\$ 2,372,360	\$ 242,132	\$ -	\$ -	\$ 6,048,000			
34	Prop C	\$ -	\$ -	\$ 2,251,016	\$ 2,906,340	\$ 1,780,453	\$ 6,937,809			
40		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
41	Total HSH Revenues	\$ 3,433,508	\$ 2,372,360	\$ 2,493,148	\$ 2,906,340	\$ 1,780,453	\$ 12,985,809			
42	Program Income (to offset Total Expenditures )									
43	Tenant Income	\$ 391,230	\$ 473,850	\$ 473,850	\$ 473,850	\$ 276,413	\$ 2,089,193			
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
48	Total Program Revenue	\$ 391,230	\$ 473,850	\$ 473,850	\$ 473,850	\$ 276,413	\$ 2,089,193			
49										
50	Total HSH Revenues	\$ 3,824,738	\$ 2,846,210	\$ 2,966,998	\$ 3,380,190	\$ 2,056,866	\$ 15,075,002			
51	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
53	Total Adjusted Salary FTE (All Budgets)	11.50	11.50	11.50	11.50	11.50				
54										



	A	B	C	D	E	H	I	J	K	L	O
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>										
2	<b>SALARY &amp; BENEFIT DETAIL</b>										
3	<b>Document Date</b>	11/9/2022									
4	<b>Provider Name</b>	Housing for Independent People, Inc.									
5	<b>Program</b>	City Gardens (333 12th Street)									
6	<b>FSP Contract ID#</b>	TBD									
7	<b>Budget Name</b>	<b>Lease &amp; Property Management</b>									
8		<b>Year 1</b>					<b>Year 2</b>				
9	<b>POSITION TITLE</b>	<b>Agency Totals</b>		<b>For HSH Funded Program</b>		<b>2/1/2023 - 6/30/2024</b>	<b>Agency Totals</b>		<b>For HSH Funded Program</b>		<b>7/1/2024 - 6/30/2025</b>
10						<b>New</b>					<b>New</b>
11		<b>Annual Full Time Salary (for 1.00 FTE)</b>	<b>Position FTE</b>	<b>% FTE funded by this budget</b>	<b>Adjusted Budgeted FTE</b>	<b>Budgeted Salary</b>	<b>Annual Full Time Salary (for 1.00 FTE)</b>	<b>Position FTE</b>	<b>% FTE funded by this budget</b>	<b>Adjusted Budgeted FTE</b>	<b>Budgeted Salary</b>
12	Property Manager (Live On-Site)	\$ 99,165	1.00	100.00%	1.00	\$ 140,484	\$ 102,140	1.00	100.00%	1.00	\$ 102,140
13	Assistant Property Manager	\$ 69,000	1.00	100.00%	1.00	\$ 97,750	\$ 71,070	1.00	100.00%	1.00	\$ 71,070
14	Leasing Specialist	\$ 69,000	1.00	100.00%	1.00	\$ 97,750	\$ 71,070	1.00	100.00%	1.00	\$ 71,070
15	Occupancy Specialist	\$ 65,000	0.25	100.00%	0.25	\$ 23,021	\$ 66,950	0.25	100.00%	0.25	\$ 16,738
16	Weekday Desk Clerk / Day (Lead)	\$ 60,160	1.00	100.00%	1.00	\$ 85,227	\$ 61,965	1.00	100.00%	1.00	\$ 61,965
17	Weekday Desk Clerk / Swing	\$ 56,000	1.00	100.00%	1.00	\$ 79,333	\$ 57,680	1.00	100.00%	1.00	\$ 57,680
18	Weekday Desk Clerk / Grave	\$ 56,000	1.00	100.00%	1.00	\$ 79,333	\$ 57,680	1.00	100.00%	1.00	\$ 57,680
19	Maintenance Technician III (Lead/Live On-Site)	\$ 86,165	1.00	100%	1.00	\$ 122,067	\$ 88,750	1.00	100.00%	1.00	\$ 88,750
20	Maintenance Technician II	\$ 69,000	1.00	100%	1.00	\$ 97,750	\$ 71,070	1.00	100.00%	1.00	\$ 71,070
21	Janitor / Mon-Fri	\$ 58,080	1.00	100%	1.00	\$ 82,280	\$ 59,822	1.00	100.00%	1.00	\$ 59,822
22	Janitor / Mon-Fri	\$ 58,080	1.00	100%	1.00	\$ 82,280	\$ 59,822	1.00	100.00%	1.00	\$ 59,822
23	Janitor / Wed-Sun	\$ 58,080	1.00	100%	1.00	\$ 82,280	\$ 59,822	1.00	100.00%	1.00	\$ 59,822
24	Property Supervisor	\$ 92,000	0.25	100%	0.25	\$ 32,583	\$ 94,760	0.25	100.00%	0.25	\$ 23,690
25						\$ -					\$ -
55		<b>TOTAL SALARIES</b>				<b>\$ 1,102,138</b>	<b>TOTAL SALARIES</b>				<b>\$ 801,319</b>
56		<b>TOTAL FTE</b>			<b>11.50</b>	<b>TOTAL FTE</b>			<b>11.50</b>		
57		<b>FRINGE BENEFIT RATE</b>			<b>26.00%</b>	<b>FRINGE BENEFIT RATE</b>			<b>26.00%</b>		
58		<b>EMPLOYEE FRINGE BENEFITS</b>				<b>\$ 286,556</b>	<b>EMPLOYEE FRINGE BENEFITS</b>				<b>\$ 208,343</b>
59		<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$ 1,388,694</b>	<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$ 1,009,662</b>
60											
61											
62											

	A	P	Q	R	S	V	W	X	Y	Z	AC
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>										
2	<b>SALARY &amp; BENEFIT DETAIL</b>										
3	Document Date										
4	Provider Name										
5	Program										
6	FSP Contract ID#										
7	Budget Name										
8	<b>Year 3</b>					<b>Year 4</b>					
9	<b>POSITION TITLE</b>	Agency Totals		For HSH Funded Program		7/1/2025 - 6/30/2026	Agency Totals		For HSH Funded Program		7/1/2026 - 6/30/2027
10						New					New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary
12	Property Manager (Live On-Site)	\$ 105,204	1.00	100.00%	1.00	\$ 105,204	\$ 108,360	1.00	100.00%	1.00	\$ 108,360
13	Assistant Property Manager	\$ 73,202	1.00	100.00%	1.00	\$ 73,202	\$ 75,398	1.00	100.00%	1.00	\$ 75,398
14	Leasing Specialist	\$ 73,202	1.00	100.00%	1.00	\$ 73,202	\$ 75,398	1.00	100.00%	1.00	\$ 75,398
15	Occupancy Specialist	\$ 68,959	0.25	100.00%	0.25	\$ 17,240	\$ 71,027	0.25	100.00%	0.25	\$ 17,757
16	Weekday Desk Clerk / Day (Lead)	\$ 63,824	1.00	100.00%	1.00	\$ 63,824	\$ 65,738	1.00	100.00%	1.00	\$ 65,738
17	Weekday Desk Clerk / Swing	\$ 59,410	1.00	100.00%	1.00	\$ 59,410	\$ 61,193	1.00	100.00%	1.00	\$ 61,193
18	Weekday Desk Clerk / Grave	\$ 59,410	1.00	100.00%	1.00	\$ 59,410	\$ 61,193	1.00	100.00%	1.00	\$ 61,193
19	Maintenance Technician III (Lead/Live On-Site)	\$ 91,412	1.00	100.00%	1.00	\$ 91,412	\$ 94,155	1.00	100.00%	1.00	\$ 94,155
20	Maintenance Technician II	\$ 73,202	1.00	100.00%	1.00	\$ 73,202	\$ 75,398	1.00	100.00%	1.00	\$ 75,398
21	Janitor / Mon-Fri	\$ 61,617	1.00	100.00%	1.00	\$ 61,617	\$ 63,466	1.00	100.00%	1.00	\$ 63,466
22	Janitor / Mon-Fri	\$ 61,617	1.00	100.00%	1.00	\$ 61,617	\$ 63,466	1.00	100.00%	1.00	\$ 63,466
23	Janitor / Wed-Sun	\$ 61,617	1.00	100.00%	1.00	\$ 61,617	\$ 63,466	1.00	100.00%	1.00	\$ 63,466
24	Property Supervisor	\$ 97,603	0.25	100.00%	0.25	\$ 24,401	\$ 100,531	0.25	100.00%	0.25	\$ 25,133
25						\$ -					\$ -
55		<b>TOTAL SALARIES</b>				<b>\$ 825,359</b>	<b>TOTAL SALARIES</b>				<b>\$ 850,120</b>
56		<b>TOTAL FTE</b>				<b>11.50</b>	<b>TOTAL FTE</b>				<b>11.50</b>
57		<b>FRINGE BENEFIT RATE</b>				<b>26.00%</b>	<b>FRINGE BENEFIT RATE</b>				<b>26.00%</b>
58		<b>EMPLOYEE FRINGE BENEFITS</b>				<b>\$ 214,593</b>	<b>EMPLOYEE FRINGE BENEFITS</b>				<b>\$ 221,031</b>
59		<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$ 1,039,952</b>	<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$ 1,071,151</b>
60											
61											
62											

	A	AD	AE	AF	AG	AJ	BV
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUS</b>						
2	<b>SALARY &amp; BENEFIT DETAIL</b>						
3	<b>Document Date</b>						
4	<b>Provider Name</b>						
5	<b>Program</b>						
6	<b>FSP Contract ID#</b>						
7	<b>Budget Name</b>						
8		<b>Year 5</b>					<b>All Years</b>
9	<b>POSITION TITLE</b>	Agency Totals		For HSH Funded Program		7/1/2027 -	2/1/2023 -
10						1/31/2028	1/31/2028
						New	New
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary
12	Property Manager (Live On-Site)	\$ 111,611	1.00	100.00%	1.00	\$ 65,106	\$ 521,295
13	Assistant Property Manager	\$ 77,660	1.00	100.00%	1.00	\$ 45,302	\$ 362,722
14	Leasing Specialist	\$ 77,660	1.00	100.00%	1.00	\$ 45,302	\$ 362,722
15	Occupancy Specialist	\$ 73,158	0.25	100.00%	0.25	\$ 10,669	\$ 85,424
16	Weekday Desk Clerk / Day (Lead)	\$ 67,711	1.00	100.00%	1.00	\$ 39,498	\$ 316,252
17	Weekday Desk Clerk / Swing	\$ 63,028	1.00	100.00%	1.00	\$ 36,767	\$ 294,383
18	Weekday Desk Clerk / Grave	\$ 63,028	1.00	100.00%	1.00	\$ 36,767	\$ 294,383
19	Maintenance Technician III (Lead/Live On-Site)	\$ 96,979	1.00	100.00%	1.00	\$ 56,571	\$ 452,956
20	Maintenance Technician II	\$ 77,660	1.00	100.00%	1.00	\$ 45,302	\$ 362,722
21	Janitor / Mon-Fri	\$ 65,370	1.00	100.00%	1.00	\$ 38,132	\$ 305,317
22	Janitor / Mon-Fri	\$ 65,370	1.00	100.00%	1.00	\$ 38,132	\$ 305,317
23	Janitor / Wed-Sun	\$ 65,370	1.00	100.00%	1.00	\$ 38,132	\$ 305,317
24	Property Supervisor	\$ 103,547	0.25	100.00%	0.25	\$ 15,101	\$ 120,907
25						\$ -	\$ -
55		<b>TOTAL SALARIES</b>				<b>\$ 510,780</b>	<b>\$ 4,089,717</b>
56		<b>TOTAL FTE</b>		<b>11.50</b>			
57		<b>FRINGE BENEFIT RATE</b>			26.00%		
58		<b>EMPLOYEE FRINGE BENEFITS</b>			<b>\$ 132,803</b>	<b>\$ 1,063,326</b>	
59		<b>TOTAL SALARIES &amp; BENEFITS</b>			<b>\$ 643,583</b>	<b>\$ 5,153,043</b>	
60							
61							
62							

	A	D	G	J	M	P	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						
2	<b>OPERATING DETAIL</b>						
3	<b>Document Date</b>	11/9/2022					
4	<b>Provider Name</b>	Housing for Independent People,					
5	<b>Program</b>	City Gardens (333 12th Street)					
6	<b>FSP Contract ID#</b>	TBD					
7	<b>Budget Name</b>	Lease & Property Management					
8							
9		<b>Start-up &amp; Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>All Years</b>
10		2/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 1/31/2028	2/1/2023 - 1/31/2028
11		New	New	New	New	New	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Utilities(Elec. Water, Gas, Phone, Internet, Scavenger)	\$ 629,000	\$ 444,000	\$ 457,320	\$ 471,040	\$ 283,016	\$ 2,284,376
15	Office Supplies, Postage	\$ 13,576	\$ 23,690	\$ 24,401	\$ 25,133	\$ 15,101	\$ 101,900
16	Building Maintenance Supplies and Repair	\$ 497,250	\$ 361,530	\$ 372,376	\$ 383,547	\$ 230,448	\$ 1,845,151
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance	\$ 337,733	\$ 250,320	\$ 257,830	\$ 265,564	\$ 159,560	\$ 1,271,007
19	Staff Training	\$ 4,132	\$ 7,210	\$ 7,426	\$ 7,649	\$ 4,596	\$ 31,013
20	Staff Travel-(Local & Out of Town)	\$ 2,951	\$ 5,150	\$ 5,305	\$ 5,464	\$ 3,283	\$ 22,152
21	Rental of Equipment	\$ 11,333	\$ 8,240	\$ 8,487	\$ 8,742	\$ 5,252	\$ 42,055
22	Office Expense	\$ 73,667	\$ 74,160	\$ 76,385	\$ 78,676	\$ 47,271	\$ 350,159
23	Garbage & Trash Removal	\$ 148,750	\$ 108,150	\$ 111,395	\$ 114,736	\$ 68,937	\$ 551,968
24	Real Estate Taxes	\$ -	\$ -	\$ -	\$ 282,960	\$ 170,012	\$ 452,972
25	Miscellaneous Taxes, Licenses, & Permits	\$ 3,542	\$ 6,180	\$ 6,365	\$ 6,556	\$ 3,939	\$ 26,583
26	Legal Services - Property	\$ 4,722	\$ 8,240	\$ 8,487	\$ 8,742	\$ 5,252	\$ 35,443
27				\$ -	\$ -	\$ -	\$ -
38	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42				\$ -	\$ -	\$ -	\$ -
47	Subcontractors (First \$25k Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48	Contracted Security Desk Coverage (Weekends/Holiday)	\$ 35,417	\$ 35,417	\$ 35,417	\$ 35,417	\$ 35,417	\$ 177,083
49		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61	<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 1,762,073</b>	<b>\$ 1,332,287</b>	<b>\$ 1,371,193</b>	<b>\$ 1,694,226</b>	<b>\$ 1,032,085</b>	<b>\$ 7,191,863</b>
62							
63	Other Expenses (not subject to indirect cost %)		\$ -				
64	Bookkeeping/Accounting Services	\$ 13,458	\$ 23,484	\$ 24,189	\$ 24,914	\$ 14,969	\$ 101,014
65	Asset Management	\$ 34,397	\$ 24,705	\$ 25,446	\$ 26,209	\$ 15,747	\$ 126,505
66	Audit	\$ 21,250	\$ 15,450	\$ 15,914	\$ 16,391	\$ 9,848	\$ 78,853
67	Contracted Security Desk Coverage (Weekends/Holiday)	\$ 132,250	\$ 89,330	\$ 92,583	\$ 95,361	\$ 51,037	\$ 460,561
72							
73	<b>TOTAL OTHER EXPENSES</b>	<b>\$ 201,355</b>	<b>\$ 152,969</b>	<b>\$ 158,131</b>	<b>\$ 162,875</b>	<b>\$ 91,602</b>	<b>\$ 766,933</b>
74							
75	Capital Expenses						
76	Unit Turnover - Estimate 35 in Year 1			\$ 36,050	\$ 37,132	\$ 38,245	\$ 111,427
82							
83	<b>TOTAL CAPITAL EXPENSES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,050</b>	<b>\$ 37,132</b>	<b>\$ 38,245</b>	<b>\$ 111,427</b>
84							
85	<b>HSH #3</b>						<b>7/26/2022</b>





	A	D	G	J	M	P	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						
2	<b>OPERATING DETAIL</b>						
3	<b>Document Date</b>	11/9/2022					
4	<b>Provider Name</b>	Housing for Independent People, Inc.					
5	<b>Program</b>	City Gardens (333 12th Street)					
6	<b>FSP Contract ID#</b>	TBD					
7	<b>Budget Name</b>	Project Reserves					
8							
9		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>All Years</b>
10		2/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 1/31/2028	2/1/2023 - 1/31/2028
11		New	New	New	New	New	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
70	Project Reserves (not subject to indirect %)						
71	Operating Reseve	\$ 332,917	\$ 242,050	\$ 249,312	\$ 256,791	\$ 154,288	\$ 1,235,358
72	Replacement Reserve	\$ 113,333	\$ 82,400	\$ 84,872	\$ 87,418	\$ 52,524	\$ 420,547
73							\$ -
74							\$ -
83							
84	TOTAL OTHER EXPENSES	\$ 446,250	\$ 324,450	\$ 334,184	\$ 344,209	\$ 206,812	\$ 1,655,905
96							
97	<b>HSH #3</b>						<b>7/26/2022</b>

	A	B	C	D	E
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>				
2	<b>Exhibit E – Master Lease &amp; Property Management Budget Template</b>				
3	<b>Document Date</b>	11/9/2022			
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>	
5	<b>Current Term</b>	2/1/2023	1/31/2028	5	
7					
8	<b>Approved Subcontractors</b>				
10					
11					
12					
13					
14					
15					
16					



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- Dept. Code: HOM HOM

Type of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)

Type of Service: Master Lease and Property Management

Funding Source: State, Federal, Local PSC Duration: 5 years

PSC Amount: \$52,000,000

**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

This request pertains to HSH’s COVID-19 response efforts to acquire properties to serve as Permanent Supportive Housing (PSH) options for guests exiting Shelter In Place (SIP) hotels and emergency COVID-19 shelter sites. Acquiring properties to house current SIP guests is a critical component of the City’s SIP Rehousing Plan, and for vulnerable guests with comorbidities, successful rehousing could mean the difference between life and death.

Interim Property Management

Property management services and conversion activities which accompany a master lease of the site include:

- Provide immediate building operation services on an interim basis, including property maintenance, security (including front desk coverage), janitorial services, trash removal, and utility account management;
- Coordinate lease up, tenant move-ins, rent collection and lease enforcement; and
- Provide Assessment Management services.

B. Explain why this service is necessary and the consequence of denial:

Acquiring properties to house current SIP guests is a critical component of the City’s SIP Rehousing Plan, and for vulnerable guests with co-morbidities, successful rehousing could mean the difference between life and death. Should contracting authority not be granted, the City would incur significant liability in owning property without an appropriate 24/7 management structure in place to address the needs of existing and new residents, provide security and prevent damage to the property, and respond to emergencies should they arise. Any delays in contracting would only exacerbate the City’s challenges in housing its unsheltered residents and facilitating permanent placements for SIP hotel residents who must be rehoused on a set timeline. Additionally, delays in moving people from the SIP sites to PSH could impact the state funding received for purchasing and supporting these PSH sites.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Property management services were previously approved via PSC# 47945 – 21/22.

D. Will the contract(s) be renewed?

It is possible the Master Lease and Property Management Agreements will be renewed for a time-limited period; however, it is not the City's intent to hold these properties in perpetuity. Following stabilization of each property as a PSH site, it is the City's goal to outline a process by which the properties can be transferred to non-profit ownership and management.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

## 2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

The emergency nature of the SIP rehousing effort, its scale, and the expedited timeline under which it must be completed, has required that the City purchase the properties directly and own them in the immediate term, while simultaneously conducting solicitations from qualified entities to operate the properties as PSH. These operators include property management entities with expertise managing PSH. While it is unprecedented for the City to purchase hotels and residential properties for use as PSH, the quick and direct City purchase has enabled the City to leverage significant federal and state funding for acquisition. It is not the City's intent to hold these properties in perpetuity; following stabilization of each property as a PSH site, it is the City's goal to outline a process by which the properties can be transferred to non-profit ownership and management. Although the acquired properties will be owned by the City on an interim basis, there are not City staff with the specialized knowledge and training in addressing the priorities of homeless and tenants with physical and behavioral health needs in addition to providing immediate property management services and conversion coordination. Furthermore, the state grants awarded to the City specifically require specialized knowledge and experience working with people who have experienced homelessness. To be competitive for the Homekey funding, the City made a commitment to work with a property management provider with the aforementioned level of experience. It would not be in the City's best interest to create new City classifications to perform this work for an interim period.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Experience with: • Operation of a project similar in scope and size to the proposed project; or • Operation of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a tenant who qualifies as a member of the served population. Served population includes formerly homeless and income-eligible adults, transitional aged youth (TAY), and family households.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1406, Senior Clerk; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2708, Custodian; 4140, Real Property Manager; 4142, Senior Real Property Officer; 4143, Principal Real Property Ofc; 5268, Architect; 5502, Project Manager 1; 5504, Project Manager 2; 7203, Bldg & Grounds Maint Sprv; 7334, Stationary Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

None. The emergency nature of the SIP rehousing effort, its scale, and the expedited timeline under which it must be completed, has required that the City purchase the properties directly and own them in the immediate term, while simultaneously conducting solicitations from qualified entities to operate the properties as PSH. These operators include property management entities with expertise managing PSH. While it is unprecedented for the City to purchase hotels and residential properties for use as PSH, the quick and direct City purchase has enabled the City to leverage significant federal and state funding for acquisition. It is not the City's intent to hold these properties in perpetuity; following stabilization of each property as a PSH site, it is the City's goal to outline a process by which the properties can be transferred to non-profit ownership and management. Although the acquired properties will be owned by the City on an interim basis, there are not City staff with the specialized knowledge and training in addressing the priorities of homeless and tenants with physical and behavioral health needs in addition to providing immediate property management services and conversion coordination. Furthermore, the state grants awarded to the City specifically require specialized knowledge and experience working with people who have experienced homelessness. To be competitive for the Homekey funding, the City made a commitment to work with a property management provider with the aforementioned level of experience. It would not be in the City's best interest to create new City classifications to perform this work for an interim period.

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

- A. Explain why civil service classes are not applicable.

Although the acquired properties will be owned by the City on an interim basis, there are not City staff with the specialized knowledge and training in addressing the priorities of homeless and tenants with physical and behavioral health needs in addition to providing immediate property management services and conversion coordination, specifically as it relates to addressing the needs and priorities of formerly homeless and extremely low-income households. Furthermore, the state grants awarded to the City specifically require specialized knowledge and experience working with people who have experienced homelessness. To be competitive for the Homekey funding, the City made a commitment to work with a property management provider with the aforementioned level of experience. It would not be in the City's best interest to create new City classifications to perform this work for an interim period. It would also not be practical to create new City classifications to perform this work for an interim basis.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Although the acquired properties will be owned by the City on an interim basis, there are not City staff with the specialized knowledge and training in addressing the priorities of homeless and tenants with physical and behavioral health needs in addition to providing immediate 24/7 property management services and conversion coordination, specifically as it relates to addressing the needs and priorities of formerly homeless and extremely low-income households. Furthermore, the state grants awarded to the City specifically require specialized knowledge and experience working with people who have experienced homelessness. To be competitive for the Homekey funding, the City made a commitment to work with a property management provider with the aforementioned level of experience. It would not be in the City's best interest to create new City classifications to perform this work for an interim period. It would also not be practical to create new City classifications to perform this work for an interim basis.

#### 6. **Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. No training required as there are no Civil Service Classifications that have the qualifications listed to perform this work.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. The proposed work will be completed by service providers who are awarded Master Lease and Property Management agreements through a competitive process, many of whom have active agreements with HSH.

7. **Union Notification:** On 07/29/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; Stationary Engineers, Local 39

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43675 - 22/23

DHR Analysis/Recommendation:

action date: 08/15/2022

Commission Approval Required  
conditions

Approved by Civil Service Commission with

08/15/2022 DHR Approved for 08/15/2022





# City and County of San Francisco

**Request For Proposals (RFP)**  
**Department of Homelessness and Supportive Housing (HSH) City Gardens (333 12<sup>th</sup> Street)**  
**RFP#HSH2022-138 (RFP#138)**  
**Contact: Tasha Bellamy | [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org)**

## Summary

The City and County of San Francisco (“City”) Department of Homelessness and Supportive Housing (HSH) invites Applications from qualified Applicants to operate and deliver services in a newly acquired Permanent Supportive Housing (PSH) building. PSH provides permanent solutions to homelessness through housing placements, subsidies, Support Services and Property Management. HSH is seeking providers, or collaborate with other providers, to deliver Support Services and Property Management services to ensure Tenants can remain stably housed.

## Schedule<sup>1</sup>

RFP Issued	Tuesday June 14, 2022
Pre-Proposal Conference <sup>2</sup>	Tuesday June 21, 2022 at 10:00am
Deadline for Written Questions	Tuesday June 28, 2022 by 5:00 pm
Answers and Clarifications Published	Tuesday July 5, 2022
<b>Deadline to Submit Proposals</b>	Friday July 22, 2022 by 5:00pm
Intent to Award Notification	August/September 2022
Agreement Commence	Fall 2022

## Limitation on Communications

From the date this solicitation is issued until the date the competitive process of this solicitation is completed (either by cancelation or award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contact whose name appears in this Proposal. Any attempt to communicate with any party other than the Contact whose name appears in this Proposal, including any City official, representative or employee, is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business that is unrelated to this Proposal.

## Appendices

- Appendix 1: Application Template
- Appendix 2a: Budget Template (Property Management)
- Appendix 2b: Budget Template (Support Services)

## Attachments

- Attachment 1: CMD Form 3
- Attachment 2: First Source Hiring Form
- Attachment 3: HCAO and MCO Declaration Forms

<sup>1</sup> Dates are subject to change. Check the HSH website for latest schedule at <http://hsh.sfgov.org/overview/procurements/>.

<sup>2</sup> Pre-Proposal conference will be held online and is recommended. See Section X on page 20, Pre-Proposal Conference for more information.

Attachment 4: Physical Needs Assessment

Attachment 5: Resident Selection Plan

## Contents

<b>I.</b>	<b>BACKGROUND.....</b>	<b>6</b>
A.	<i>Intent.....</i>	6
B.	<i>Anticipated Agreement Terms.....</i>	7
C.	<i>Anticipated Amount Available.....</i>	7
D.	<i>Cooperative Agreement.....</i>	7
E.	<i>Terms and Acronyms Used in this RFP.....</i>	7
F.	<i>Funding and Sources.....</i>	10
<b>II.</b>	<b>DELIVERING SERVICES WITH EQUITY.....</b>	<b>10</b>
<b>III.</b>	<b>SERVED POPULATION.....</b>	<b>11</b>
<b>IV.</b>	<b>REFERRAL AND PRIORITIZATION.....</b>	<b>11</b>
<b>V.</b>	<b>SCOPE OF WORK.....</b>	<b>12</b>
A.	<i>Support Services.....</i>	12
B.	<i>Property Management.....</i>	14
<b>VI.</b>	<b>PROPERTY.....</b>	<b>17</b>
<b>VII.</b>	<b>STAFFING AND OPERATING REQUIREMENTS.....</b>	<b>18</b>
A.	<i>Staffing Requirements.....</i>	18
B.	<i>Operating Requirements.....</i>	18
<b>VIII.</b>	<b>SERVICE REQUIREMENTS.....</b>	<b>18</b>
A.	<i>Property Management Record Keeping and Files:.....</i>	18
B.	<i>Support Services Record Keeping and Files:.....</i>	18
C.	<i>Data Standards:.....</i>	19
<b>IX.</b>	<b>SERVICE and OUTCOME OBJECTIVES.....</b>	<b>19</b>
<b>X.</b>	<b>PRE-APPLICATION INFORMATION.....</b>	<b>20</b>
A.	<i>Pre-Proposal Conference.....</i>	20
B.	<i>Procurement Questions Deadline.....</i>	20
<b>XI.</b>	<b>PROCUREMENT ANSWERS AND CLARIFICATIONS.....</b>	<b>21</b>
<b>XII.</b>	<b>SUBMISSION REQUIREMENTS.....</b>	<b>21</b>
A.	<i>Time and Place for Submission of Proposals.....</i>	21
<b>XIII.</b>	<b>SUBMISSION FORMAT.....</b>	<b>21</b>
<b>XIV.</b>	<b>PROPOSAL CONTENTS AND EVALUATION CRITERIA.....</b>	<b>22</b>
<b>XV.</b>	<b>CONTRACTOR SELECTION.....</b>	<b>28</b>
A.	<i>Additional Information.....</i>	28
B.	<i>Minimum Qualifications.....</i>	28

<b>XVI.</b>	<b>TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS .....</b>	<b>28</b>
A.	<i>Errors and Omissions in RFP.....</i>	<i>28</i>
B.	<i>Inquiries Regarding RFP.....</i>	<i>29</i>
C.	<i>Objections to RFP Terms.....</i>	<i>29</i>
D.	<i>Change Notices.....</i>	<i>29</i>
E.	<i>Term of Application.....</i>	<i>29</i>
F.	<i>Revision of Application.....</i>	<i>29</i>
G.	<i>Errors and Omissions in Application.....</i>	<i>29</i>
H.	<i>Financial Responsibility.....</i>	<i>29</i>
I.	<i>Applicant’s Obligations under the Campaign Reform Ordinance.....</i>	<i>30</i>
J.	<i>Sunshine Ordinance.....</i>	<i>31</i>
K.	<i>Public Access to Meetings and Records.....</i>	<i>31</i>
L.	<i>Reservations of Rights by the City.....</i>	<i>31</i>
M.	<i>No Waiver.....</i>	<i>31</i>
N.	<i>Reserved. (Local Business Enterprise (LBE) Goals and Outreach).....</i>	<i>31</i>
O.	<i>Compliance with Previous Grant and Contract Requirements.....</i>	<i>31</i>
P.	<i>Other Terms and Conditions.....</i>	<i>32</i>
<b>XVII.</b>	<b>CITY AGREEMENT REQUIREMENTS.....</b>	<b>32</b>
A.	<i>How to Become Eligible to Do Business with the City.....</i>	<i>32</i>
B.	<i>Contract Terms and Negotiations.....</i>	<i>33</i>
C.	<i>Standard Agreement Provisions.....</i>	<i>33</i>
D.	<i>Nondiscrimination in Contracts and Benefits.....</i>	<i>33</i>
E.	<i>Companies Headquartered in Certain States.....</i>	<i>33</i>
F.	<i>Minimum Compensation Ordinance (MCO).....</i>	<i>34</i>
G.	<i>Health Care Accountability Ordinance (HCAO).....</i>	<i>34</i>
H.	<i>First Source Hiring Program (FSHP).....</i>	<i>34</i>
I.	<i>Conflicts of Interest.....</i>	<i>34</i>
J.	<i>Insurance Requirements.....</i>	<i>34</i>
K.	<i>Compliance with Municipal Codes.....</i>	<i>35</i>
L.	<i>Compliance with Laws and Regulations.....</i>	<i>35</i>
M.	<i>City’s Approval Rights over Subcontractors and Subcontractor Payments.....</i>	<i>35</i>
N.	<i>FEMA Emergency &amp; Exigency Grant/Contract Requirements.....</i>	<i>35</i>
<b>XVIII.</b>	<b>PROTEST PROCEDURES.....</b>	<b>35</b>
A.	<i>Protest Procedures.....</i>	<i>36</i>
<b>XIX.</b>	<b>CITY SOCIAL POLICY REQUIREMENTS.....</b>	<b>36</b>
A.	<i>Proposers Unable to do Business with the City.....</i>	<i>36</i>

**XX. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS ..... 38**

## I. BACKGROUND

---

### A. Intent

The City and County of San Francisco (“City”) Department of Homelessness and Supportive Housing (HSH) invites Applications from qualified Applicant providers to operate and deliver services in a newly acquired Permanent Supportive Housing (PSH) building. HSH is seeking providers who will deliver or collaborate with other providers to deliver Support Services and Property Management services to ensure Tenants can remain stably housed.

Contractors and Grantees selected through this solicitation will operate and provide services in an existing multifamily apartment building purchased and converted into PSH by the City using local Proposition C revenues, general obligation (GO) bond financing, and/or state-awarded Project Homekey funds. This Solicitation is for the following property:

Building	Address	# of Units in Building	Served Population	Services Required
A. City Gardens	333 12th Street, SF	200	<ul style="list-style-type: none"><li>Formerly homeless or at risk of homelessness family households</li></ul>	<ul style="list-style-type: none"><li>Support Services</li><li>Property Management</li></ul>

The City will release separate solicitations for additional buildings as they are acquired.

HSH is accepting applications from Applicants that may submit a Collaborative Application (more than one organization/entity) that includes both Support Services and Property Management, and from individual Applicants who wish to apply to provide both Support Services and Property Management without an identified collaborative partner. HSH desires that Applicants demonstrate the ability to provide both types of services well together, with the common goal of tenant housing stability. Therefore, every application must include a Support Services and Property Management response.

HSH desires Applicant providers with:

- An ability to lead with a Housing First philosophy, which includes principles of harm reduction and low barriers to entry;
- A racial equity-based, culturally responsive and trauma-informed approach;
- An ability to collaborate with Tenants and providers with the goal of Tenant housing stability; and
- The ability to begin planning for services and hiring staff immediately upon agreement execution.

Following selection of the Service Provider(s), it is anticipated that HSH will enter into a Master Lease and Property Management agreement for property management. HSH will enter into a Grant Agreement for Support Services. A draft template of the Grant Agreement is provided [here](#) for reference. A draft template of the Master Lease and Property Management Agreement will be provided with responses to the RFP questions from providers on the date indicated above.

Awarded Contractor/Grantee is expected to provide all services described under each service component for which they applied, either directly or through a subcontractor, as listed in this RFP, and in compliance with the funding requirements.

Any organization that wishes to provide Support Services and/or Property Management must apply under this RFP. This includes all organizations that are currently providing such services to HSH and those that wish to do so in the future.

**B. Anticipated Agreement Terms**

HSH anticipates a combined Master Lease and Property Management agreement with a start date in Fall 2022. For Property Management, an initial 5-year agreement term will be initiated with selected Contractor, with a possibility of a 5-year extension. It is anticipated that the Master Lease and Property Management agreement will include an operating support subsidy which will be approved annually. For the Support Services agreement, it is anticipated that the term of the agreement will be concurrent with and align with the Master Lease and Property Management agreement.

Following Property Manager selection, and pending approval by the Board of Supervisors (BOS), possessory interest in the property will be transferred to the selected Property Management entity via a Lease and Property Management Agreement, with an accompanying Property Management operating support funding agreement. A draft template of the lease/property management agreement will be provided as an addendum to this RFP for reference on the date on which responses to the RFP questions are published. Note that in order to expedite placement of eligible families, HSH may elect to enter into an interim Property Management contract/Program Agreement with the selected Property Manager to facilitate provisional operations of the property as temporary housing until final City approval of the Lease and Property Management Agreement.

**C. Anticipated Amount Available**

The available budget is up to \$2,225 per unit/per month - approximately \$1,150 per unit/per month for property management and \$1,075 per unit/per month for support services. Applicants must stay within two percent of that budget amount to be considered. Grantee and HSH will negotiate an additional one-time start up budget for items such as welcome baskets, minor Tenant improvements or furniture, fixtures, and equipment (FFE) needed for programmatic reasons to serve families. The building and units are furnished, but furnishings to revise residential floor lounges for program use may be considered.

**D. Cooperative Agreement**

Any other City department, public entity or nonprofit made up of multiple public entities, may use the results of this Solicitation to obtain some or all the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

**E. Terms and Acronyms Used in this RFP**

Term	Definition
Access Point	Localized points of community entry into San Francisco’s Homelessness Response System (HRS). Operated by approved non-profit service providers. Families, adults, and youth experiencing homelessness can obtain Coordinated Entry services at geographically diverse Access Points (AP). The Access Point staff will assess households for service needs and eligibility and perform Problem Solving, needs assessment, prioritization, and referrals to appropriate resources.
Adult	An individual or couple over the age of 18 years without custody of a minor child. Couples consist of two adult individuals who are married, in a domestic partnership, or who can provide documentation of an established partnership.
Applicant	Any entity (i.e., agency) submitting an Application to this Solicitation.
Application	The required documents to compete on this award.

<b>Term</b>	<b>Definition</b>
Awarded Provider	Any Proposer/Applicant awarded an Agreement for services under this procurement. Also known as Grantee or Contractor.
Collaborative Application	An Application from more than one organization/entity that includes both Support Services and Property Management.
Continuum of Care	Federal Continuum of Care grant program stressing permanent, holistic solutions to homelessness.
Contract	The binding legal document that creates, defines, and governs mutual rights and obligations following this procurement process.
Coordinated Entry (CE)	Organizes the Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method that directs participants to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations at designated Access Points, Adults, Family, and Youth, as described above. A CE system for survivors of domestic violence will be established in 2022.
Department of Homelessness and Supportive Housing (HSH)	The City and County of San Francisco's Department of Homelessness and Supportive Housing (HSH), the sponsor of this RFP. HSH may also be referenced as "Department" in this RFP.
Equitable	With mindfulness about the racism and bias that has disproportionately unhoused people of color, lesbian, gay, bisexual, transgender, and questioning (LGBTQ) youth, HSH is committed to equity in the Department, system, and programs.
Family	Families include an adult and at least one natural, adoptive and/ or foster child under the age of 18, and may include a significant other or a domestic partner. A family may also include a pregnant person, with or without a partner.
Grant Agreement	The binding legal document resulting from this procurement process. Also known as Agreement.
Harm Reduction Model	Harm-reduction consists of working with program participants to set realistic goals that support reductions in high-risk substance use behaviors. Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homelessness Response System (HRS)	Describes the overall system of services to managed by HSH to address homelessness. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness by getting a house key into their hands as quickly as possible. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.
Housing	Provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited support such as Rapid



<b>Term</b>	<b>Definition</b>
	Rehousing, and time-flexible programs such as Rent Subsidies and Permanent Supportive Housing (subsidized housing with services).
Housing First	Prioritizes the provision of housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can stabilize their lives and pursue their personal goals. Housing First is guided by the belief that people must secure basic necessities such as food and a place to live before they can attend to other challenges such as employment or substance use issues. Additionally, Housing First is based on the theory that participant choice is valuable in housing selection and supportive services participation. While Permanent Supportive Housing is the most commonly known Housing First program model, many other approaches fall under the Housing First umbrella.
Housing Ladder	Offers opportunities for residents of Permanent Supportive Housing to move outside of the Homelessness Response System.
Housing-Focused	The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for each household as quickly as possible.
Indirect Cost	Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. <sup>3</sup>
Master Lease and Property Management Agreement	The City intends to enter into a Master Lease and Property Management Agreement with the selected provider to transfer property interest in the property to allow the selected provider to enter into sub leases with Residents and perform all property management functions for the property.
Minor Children	Children under the age of 18.
Online Entry Navigation System (ONE System)	ONE is the data system used for all housing and services to people experiencing homelessness in San Francisco. The ONE System is a participant-level database that is used system-wide to track all HSH related services and housing placements. The implementation of the ONE System is ongoing.
Operating Services	Services that support the infrastructure of the program, including the daily provision of administration, maintenance, utilities, furnishings, operational program supplies, security, and program equipment.
Operations	The infrastructure of the program including the daily provision of administration, maintenance, utilities, furnishings, operational program supplies, food, clothing, security, program equipment and equipment.
Permanent Supportive Housing (PSH)	Subsidized rental housing without time limits and with intensive on-site Support Services to help Tenants maintain housing and meet their personal goals. Permanent Supportive Housing is designed to house individuals with the greatest housing barriers and highest service needs.
Project Homekey	Project Homekey is a State funding source that provides funding for state, regional, and local public entities to develop a broad range of housing types, including, but not limited to hotels, motels, hostels, single- family homes and multifamily apartments, adult residential facilities, and

<sup>3</sup> Office of Management and Budget. (2004, May 10). Circular A-122. Retrieved from: [https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A122/a122\\_2004.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A122/a122_2004.pdf)

<b>Term</b>	<b>Definition</b>
	manufactured housing, and to convert commercial properties and other existing buildings to Permanent or Interim Housing.
Property Management	The management of the residential facility, including oversight of the property’s maintenance, janitorial and repair services; supervision of Property Management, janitorial, and maintenance staff; coordination of potential Tenant intake; handling the signing of lease agreements and other tasks related to the placement process; handling complaints; emergencies and lease violations; rent collection and tenancy records; evictions; and room preparations between Tenants and move-outs. Property Management is required to coordinate and collaborate with Support Services staff.
Respectful	It is imperative that services be delivered in a respectful, appropriate manner. Best practices, such as strengths-based interviewing, trauma informed care, and harm reduction, must be incorporated into all programs.
Support Services	Intake and assessment, case management, benefits counseling and advocacy, referrals and counseling services including the development of an individualized participant services plan that assists participants in obtaining transitional and/or permanent housing, employment, health care, substance abuse and mental health treatment and educational services.
Tenant	An individual or family that resides in permanent housing.
Transition Age Youth (TAY)	An individual between 18 and 24 (29 under some programs) who is experiencing homelessness. These individuals often have specialized needs, different from those of families or adults that must be considered when designing programs and services.
Trauma Informed	Trauma-informed care is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. Grantees shall ensure delivery of trauma-informed assistance to maximize self-sufficiency for people experiencing homelessness in San Francisco, to reduce the timeline from first encounter to housing placement, and to ensure that households are not subject to redundant or unnecessary access barriers.
Urgency	Each household’s homelessness should be treated as an emergency, and the system will respond accordingly.

**F. Funding and Sources**

The sources of funding for services provided under this RFP will depend on the service component and may include local General Fund, state funding, federal funding or private funds. Payment for all services provided in accordance with provisions under this RFP shall be contingent upon the availability of funds for providing these services. The City shall not be required to provide any definite units of service, nor does the City guarantee any minimum amount of funding for the services described in this RFP.

**II. DELIVERING SERVICES WITH EQUITY**

The Department of Homelessness and Supportive Housing (HSH) seeks to become an institution that represents the diversity of the communities we serve and fosters a more diverse, equitable, and inclusive (DEI) culture that recognizes and creates belonging for everyone in our Homeless Response Systems across all work functions, levels, and services.

Diversity, Equity, and Inclusion is the foundation upon which HSH engages and assists those we serve, builds relations with those who provide services on our behalf, and infuses the values and beliefs that enable our colleagues and contractors to develop their potential and bring their full selves to the work we do to end homelessness in the city and county of San Francisco.

We envision outcomes where racial disparity gaps in homelessness are closed, and the Homelessness Response System (HRS) is structured to benefit, and not further marginalize and harm, the BIPOC, LGBTQ+, and Differently-abled communities. Our mission will inform the policies, procedures, and program development that end cycles of homelessness for our unsheltered and at-risk communities through equitable access to housing opportunities.

COVID-19 has heightened the historic and continuing impact of anti-Blackness and white supremacy, and of homophobia and anti-trans bias, have led to vastly disproportionate levels of homelessness for communities of color, lesbian, gay, bisexual, and queer (LGBQ+) and transgender persons. Thus, equity must be the foundational consideration in everything HSH does, and the Department is working to bring an equity lens to the forefront of all its planning and actions.

HSH grantees extend the Department's reach into the community. It is our vision that all services funded by HSH further the Department's mission and reflect its values, including the commitment to more equitable outcomes for BIPOC individuals experiencing homelessness in San Francisco. HSH is seeking to partner with grantees who demonstrate a deep understanding of and focus on racial equity to achieve different outcomes in the communities HSH serves and pay close attention to those who are often excluded. All applications for HSH funding will be evaluated in part based on the applicant's ability to articulate and demonstrate how it will operationalize a commitment to racial equity. Awarded grantees shall demonstrate the ability to conduct equity-focused data analyses and use feedback from the served population to enhance services.

### **III. SERVED POPULATION**

---

City Gardens (333 12<sup>th</sup> Street): The target population includes: (1) homeless families as defined in the [HSH Homeless Populations Definitions](#) document; (2) homeless adult-only households of more than one as defined in the HSH Homeless Populations Definitions document, where the household members are related and currently or will cohabit but do not share a bedroom (e.g., a parent and adult child); and (3) homeless adults as defined in the HSH Homeless Populations Definitions document who have a live-in adult caregiver.

### **IV. REFERRAL AND PRIORITIZATION**

---

All new Tenants will be referred by HSH through the Coordinated Entry (CE) System, and/or other initiatives serving high priority individuals in coordination with CE, such as Shelter In Place (SIP) hotel guests needing to be rehoused, Emergency Housing Voucher holders, high users of multiple systems of care, individuals being discharged from hospitals or persons with behavioral health conditions. The CE System organizes the City's HRS with a common, population-specific assessment, centralized data system, and prioritization method.

Eligibility criteria for PSH varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Tenants who meet

eligibility criteria for PSH are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

## **V. SCOPE OF WORK**

---

The description below outlines the key program elements and services the selected Contractor and Grantee will provide. Contractors and Grantees should use this description when designing their proposed programs. However, Contractors and Grantees may suggest modifications and/or additions that will, in their estimation, make the project more feasible or effective. Contractors and Grantees may also propose that they will subcontract one or more elements of their project to other Contractors and Grantees, provided that those partners have been identified and described in the submission.

Grantees shall provide the following services for all properties and served populations, unless otherwise specified below.

### **A. Support Services**

Support services shall include, but are not limited to, the following:

1. Outreach: The successful Grantee shall engage Tenants to provide information about available Support Services and invite them to participate. This shall include multiple and creative attempts to engage with Tenants through one-on-one outreach efforts as well as informal interactions and group activities.

Grantee shall contact each household at least six times during the first 60 days following placement. Grantee shall document all outreach and attempts.

2. Intake and Assessment: The successful Grantee shall coordinate with Property Management during the initial intake for units and participate in orientation meetings with Property Management. If possible, Grantee shall establish rapport with Tenants prior to move-in to support Tenants during the application and move-in process. Grantee shall coordinate with Tenant's current support service providers to ensure a successful transition into housing.
3. Existing Tenants. The property includes existing Tenants, most of whom are on short-term leases (average lease of 8 months) and approximately 50% of whom are students. No Tenants will be required to relocate as a result of the acquisition though it is anticipated that a majority of the existing Tenants will choose to relocate voluntarily. The successful Grantee shall offer to assess existing Tenant supportive services needs and incorporate into the services plan, as appropriate.
4. Case Management: The successful Grantee shall provide case management services to Tenants with the primary goal of maintaining housing stability, including ongoing meetings and counseling to establish goals, develop service plans which are Tenant-driven without predetermined goals, provide referrals and linkages to off-site services, and track progress toward achieving those goals. Grantee shall document case management meetings, engagement, plans and progress.
  - a. Grantee shall connect each household with resources needed to be food secure as they live independently.
  - b. Grantee shall refer Tenants to and coordinate services within the community that support progress toward identified goals. This may include providing information about services, calling

to make appointments, assisting with applications, providing appointment reminders, following up/checking in with Tenants regarding the process, and, as necessary, re-referral. Grantee shall communicate and coordinate with outside service providers to support housing stability.

- c. Grantee shall assess household members' health, mental health, and substance use treatment needs and incorporate these into their case management plan. As needed, Grantee shall assist Tenants to access primary care to ensure Tenant primary care needs are met.
  - d. Consistent with San Francisco Administrative Code Chapter 20, Article VI, Section 20.54.4, within three months of placement and annually thereafter, Grantee shall provide public benefits advocacy to assist Tenants with obtaining and maintaining benefits, including, but not limited to, cash aid (e.g., CalWORKs, County Adult Assistance Program, Social Security Income), CalFresh and other food programs, Medi-Cal health coverage, medical clinics and/or In-Home Support Services (IHSS).
  - e. Grantee shall assess Tenant employment and education skills and goals at intake and incorporate those into their case management plan.
5. **Housing Stability Support:** The successful Grantee shall outreach to and offer on-site services and/or referrals to all Tenants who display indications of housing instability. Such indications include, but are not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other Tenants. Grantee shall work with Tenants, in conjunction with Property Management, to resolve issues that put Tenants at risk for eviction. Grantee shall assist with the de-escalation and resolution of conflicts, as needed. Grantee shall document Housing Stability outreach and assistance provided.
6. **Coordination with Property Management:** The successful Grantee shall assist Tenants in communicating with, responding to, and meeting with Property Management. This may include helping a Tenant to understand communications from Property Management, helping to write requests, responses, or complaints to Property Management, and attending meetings between the Tenant and Property Management to facilitate communication.

If a Tenant is facing housing instability, Grantee shall coordinate with Property Management to find creative ways to engage with Tenants to prevent housing loss. Grantee shall ensure there is a process in place for receiving timely communication from Property Management and copies of correspondence (e.g., notices, warning letters, lease violations) issued. Grantee shall have a structured written process for engaging Tenants who receive such notices.

7. **Wellness and Emergency Safety Checks:** The successful Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a Tenant's safety when there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency.
8. **Support Groups, Social Events and Organized Activities:**

- a. Grantee shall plan groups, events, and activities with input from Tenants to build community engagement, develop peer support, share information, form social connections or to celebrate significant events. Grantee shall post and provide to Tenants a monthly calendar of events.
  - b. Grantee shall conduct monthly community meetings for Tenants, in coordination with Property Management, where Tenants may discuss building concerns and program ideas with representatives from both Support Services and Property Management.
  - c. Grantee shall periodically assess the needs of Tenants with Property Management and other teams at the building to develop programming that will help Tenants maintain stability and enjoy their housing.
  - d. Grantee shall provide appropriate programming for the population served. Grantee shall provide linkages to activities and services, to meet the needs of youth in the program, on an as-needed basis.
9. Exit Planning: If a Tenant is moving out of the building, the successful Grantee shall engage Tenant in exit planning to support the Tenant's successful transition out of the program. The exit plan shall depend on the Tenant's needs and preferences, and may include establishing linkages to community based services or other housing options.

**B. Property Management**

Property management services shall include, but are not limited to, the following:

1. Program Start-Up Interim Period:
  - a. Contractor will coordinate with the previous contracted property management to assume operations of the building and ensure a smooth transition for existing residents.
  - b. In order to expedite placement of eligible families, Property Management may initially be required to operate the program as temporary housing until a Master Lease agreement is established. If this situation arises the Property Management will enter into interim Program Agreements with referred program participants. Under the program agreement participants will not pay rent and will not have tenancy rights. After the Master Lease between the City and the selected Property Management is approved and executed, the Contractor will offer participant the opportunity to sign a lease agreement to become a Permanent Supportive Housing Tenant.
2. Tenant Selection and Intake:
  - a. Contractor shall adhere to Housing First principles found at California Welfare and Institutions Code Section 8255 and follow the processes agreed upon by Contractor, HSH, property owner, housing subsidy administrators, funding regulations, fair housing laws, and/or other entities involved with referrals. Under Housing First, Tenant screening and selection practices must promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. Tenant applicants must not be rejected based on poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

- b. Contractor shall abide by the Tier 1 documentation strategy, as outlined in the Housing Documentation Policy. See [Exhibit B](#) for the policy.
  - c. Contractor shall adhere to all published HSH policies, including, but not limited to those covering Tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing Tenants into housing. See select housing policies [here](#).
- 3. Tenant Lease Set-Up: Once a Master Lease is established between the City and selected Property Management, Contractor shall provide and sign a rental agreement with each Tenant. HSH must approve the form of Tenant lease; the lease agreement shall include house rules and other pertinent lease addenda. Contractor shall review its grievance policies and procedures and HSH policies and procedures with Tenants at the time of lease signing.
- 4. Annual Tenant Re-certification: As required by rental subsidy type, Contractor shall re-certify Tenant income annually. This is generally done on the anniversary of a Tenant's move-in date.
- 5. Existing Tenants. The property includes existing Tenants, most of whom are on short-term leases (average lease of 8 months) and approximately 50% of whom are students. No Tenants will be required to relocate as a result of the acquisition though it is anticipated that a majority of the existing Tenants may choose to relocate voluntarily. Contractor shall offer to assess existing Tenant supportive services needs and incorporate into the services plan, as appropriate.
- 6. Collection of Rents, Security Deposits, and Other Receipts: Contractor shall collect, and process rent and other housing-related payments (e.g., security deposit) made by Tenants, and deposit such payments in dedicated interest bearing accounts subject to reconciliation and audit, as directed by City.
  - a. Contractor shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
  - b. For Tenants paying a portion of their income towards rent, Grantee shall assist with payment arrangements and comply with HSH and other applicable requirements governing the Tenant portion of rent. Tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
- 7. Lease Enforcement, Written Notices and Eviction Prevention:

Contractor shall take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with Support Services, conversations and meetings with Tenants, and mediation strategies.

  - a. Contractor shall provide written notice to Tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings, and conflicts with staff or other Tenants.
  - b. When necessary, Contractor shall provide notice to Tenants of any actions related to the eviction process in accordance with all applicable laws.

- c. Contractor shall copy Support Services on all communications to Tenants.
8. Building Service Payments: Contractor shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
9. Building Maintenance: Contractor shall maintain the facility in a sanitary, safe and continually usable condition for its intended purposes. Contractor shall post protocol and forms for Tenant requests for maintenance or repairs, and respond to requests in a timely manner. Building maintenance shall include the following services:
  - a. Janitorial services in common areas, offices, and shared-use restrooms, and shower facilities;
  - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
  - c. Pest control services, as needed;
  - d. Maintenance and repair of facility systems (e.g., plumbing, electrical);
  - e. Building security;
  - f. Preparation of apartments for Tenant move-in and move-out; and
  - g. Development of a preventative maintenance schedule for review and approval by HSH, and monitor adherence to the approved schedule.
10. Coordination with Support Services: If a Tenant is facing housing instability, Contractor shall coordinate with Support Services to find creative ways to engage with Tenants to prevent housing loss. Contractor shall work with Support Services by communicating and meeting with Tenant regarding behaviors and issues that put the Tenant at risk for housing instability.

Contractor shall participate in regular coordination meetings with Support Services to review Tenants at risk for eviction and strategize on how to support Tenants in maintaining their housing.
11. Wellness Checks and Emergency Safety Checks: Contractor shall conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy, internal agency policies, and Tenant laws to assess a Tenant's safety when there is a reason to believe the Tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
12. Front Desk Coverage: Contractor shall provide front desk coverage 24 hours per day, seven days per week.
13. Asset Management: The properties covered in this Solicitation are owned by the City, and as such all final decisions and incurred expenses related to asset management shall be solely at the discretion of HSH, acting on behalf of the City. However, Contractor shall partner with HSH to safeguard the physical and financial health of the property and provide limited asset management services, which include the following:



- a. Provide a physical needs assessment for review and approval by HSH, and manage approved improvement plan for the property.
- b. Perform all property management functions required in order for annual permits and inspections to be obtained (including Elevator, Fire Alarm monitoring, Boiler permits, etc.). Apply for and participate in annual inspections from related authorities having jurisdiction in order to ensure all necessary permits are kept current.
- c. Immediately notify HSH of any citation or notice of violation, the plan and timeline for corrective work, and confirmation that the violation is abated.
- d. Monitor and report to HSH on property financial performance, recommending related actions, as appropriate.
- e. Monitor and report to HSH on compliance requirements related to the funding, recommending related actions, as appropriate.

14. Exit Planning: Contractor shall alert Support Services when Tenants give notice to leave housing and shall keep a record of each Tenant's forwarding address, whenever possible.

## VI. PROPERTY

### A. City Gardens (333 12<sup>th</sup> Street):

#### 1. Specifications:

- Location: City Gardens (333 12th Street)
- Property Type: Existing
- Multifamily Apartment building
  -
- Number of Units: 200
  - Unit types include:
    - 98 two-bedroom
    - 88 four-bedroom
    - 14 five-bedroom
    - All units are fully furnished with new furnishings
    - All units include a full kitchen (with dishwasher) and full bath. Four and five bedroom units have 1.5 baths.
    - HSH anticipates there will be at least two units designated for use as services and programming space, and one staff unit.
- Elevator: 2 elevators that access all floors including stops to the basement and roof
- Amenities:
  - Landscaped courtyard
  - Roof garden,
  - Expansive lobby/lounge.
  - Lounges and laundry room at each residential floor,
  - Staff offices for property management at the ground floor
  - Bicycle parking and bicycle repair station (at the basement level)

- Other Notes: No commercial space; no auto parking onsite, bicycle parking and bicycle repair stations (at the basement level)

Please see Attachment 7, Resident Selection Plan, for information on anticipated occupancy limits and the resident selection criteria.

2. Renovation and Improvement Needs: The selected Contractor will work with HSH to develop a scope of work and timeline for any needed upgrades and renovations to the property, as well as the timeline for conducting the work. Note that as a newly constructed property few upgrades are anticipated.

Please see Attachment 6, Physical Needs Assessment for detailed information about the property's current condition and recommended improvements.

## **VII. STAFFING AND OPERATING REQUIREMENTS**

### **A. Staffing Requirements**

In addition to the appropriate staffing levels for Property Management, Services Grantee shall maintain a minimum of one full time equivalent (FTE) case management staff per 20 households. Additional staffing above the minimum may be appropriate based on the served population and household size.

### **B. Operating Requirements**

Property Management Contractor shall manage building operations and their costs, including, but not limited to janitorial services to maintain the cleanliness of shared space, maintenance to ensure the safety and functioning of the building and its systems, unit turnover, utilities (water, gas, electric, internet, phone), Recology, furnishings for shared spaces and replacement for turnover, and insurance.

Asset Management: HSH will work with selected Contractors and Grantees to develop appropriate budgets for this portion of the work, including costs associated with staffing the Asset Management function. These costs do not have to be incorporated within approximate \$2,225 per unit/per month amount.

## **VIII. SERVICE REQUIREMENTS**

### **A. Property Management Record Keeping and Files:**

Contractor shall update Tenant applicant referral status information in the Online Navigation and Entry (ONE) System in accordance with HSH policy and instruction.

1. Contractor shall maintain confidential Tenant files, including signed lease agreement and addenda, notices or lease violations issued to the Tenant, copies of payment plans, or other agreements to support housing stability.
2. Contractor shall track receipt and completion of maintenance work orders.
3. Contractor shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.

### **B. Support Services Record Keeping and Files:**

Grantee shall consistently maintain confidential Tenant files that document the services provided for the purpose of tracking and reporting objectives and outcomes in a timely manner.

1. Grantee shall maintain Tenant program enrollment, annual status updates, and program exit information in the ONE System in accordance with HSH policy and instruction, and maintain hard copy files with eligibility, including homelessness verification documents.
2. Grantee shall maintain an up-to-date program roster of all current Tenants in the ONE System.
3. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress as described in the Service Description and Service Requirements.

**C. Data Standards:**

1. Records entered into the HSH Homeless Management Information System (HMIS) ONE System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
2. Property Management Contractor shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting will be communicated to Contractors in writing from HSH.
3. Contractor/Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Contractor shall submit the monthly, quarterly and/or annual metrics into the CARBON database. Changes to data collection or reporting requirements shall be communicated to Contractors via written notice at least one month prior to expected implementation.
4. Any information shared between Contractor, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

**IX. SERVICE and OUTCOME OBJECTIVES**

- A. Support Services: Grantee shall achieve the following objectives.
1. At least 75 percent of Tenants shall complete an annual Tenant satisfaction survey and of those, eighty percent of Tenants completing an annual Resident Satisfaction Survey will be satisfied or very satisfied with Support Services.
  2. Grantee shall offer Support Services to 100 percent of all households who showed housing instability (e.g., non-payment of rent, lease violations) at least once per incident.
    - a. At least eighty-five percent of Tenant lease violations will be resolved without loss of housing to Tenants.

3. Grantee shall offer assessment to 100 percent of Tenants within 90 days of move-in and annually thereafter for primary medical care, mental health, and substance use treatment needs, and to maximize their income and assist in applying for benefits for which they are eligible.
    - a. 75 percent of Tenants assessed with needs related to medical care, mental health, substance use, benefits and other income assistance will develop a service plan within the first six months, and Grantee shall review service plans at least once every six months and updated as needed.
  4. At least ninety percent of Tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- B. Property Management: Contractor shall achieve the following objectives:
1. At least 75 percent of Tenants shall complete an annual Tenant Satisfaction Survey and of those, eighty percent of residents will be satisfied or very satisfied with Property Management services.
  2. Contractor shall ensure that each unit, upon turnover, is clean and/or repaired within 14 business days, on average.
  3. Contractor shall ensure that new Tenant move-ins occur within 30 days of referral.
  4. Contractor shall collect at least 90 percent of Tenant portions of monthly rent from occupied units.
  5. Ninety percent of Tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
  6. At least eighty-five percent of Tenant lease violations will be resolved without loss of housing to Tenants.
  7. Contractor shall provide a preventative maintenance schedule to HSH for review and approval.
  8. Contractor shall submit all required asset management reports on a timely basis to HSH and external funders.

## X. **PRE-APPLICATION INFORMATION**

---

### A. **Pre-Proposal Conference**

Applicants are encouraged to attend an online pre-proposal conference on Tuesday, June 21, 2022, at 10:00am via Microsoft Teams at the following link: [Pre-Proposal Conference](#).

Any questions will be addressed at this conference and any available new information will be provided at that time.

### B. **Procurement Questions Deadline**

Applicants may submit questions via email to: [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org) until the Questions Deadline. Proposer specific questions about compliance with the City's vendor requirements in section XIX. City Social Policy Requirements are not subject to the above deadline and may still be answered by the contact designated in this procurement.

**XI. PROCUREMENT ANSWERS AND CLARIFICATIONS**

---

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

It is the responsibility of each Applicant to check for any RFP Addenda, Question and Answer postings, and other updates posted regarding this RFP.

**XII. SUBMISSION REQUIREMENTS**

---

**A. Time and Place for Submission of Proposals**

Applications are due electronically in the format detailed below and must be received by the Applications Deadline.

Applicants shall submit the Appendix 1: Application Template with requested attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject should include the RFP number (RFP #138) and the Applicant organization’s name as such: RFP 138 – Applicant Organization Name.

Applications submitted by fax will not be accepted. Applicants must receive an email confirmation from the City to be considered submitted. Supplemental documents or revisions submitted after the Applications Deadline will not be accepted.

**XIII. SUBMISSION FORMAT**

---

Applicants must submit one Appendix 1 Application Template and submit requested attachments in one combined PDF document. This is necessary so that all Applications can receive fair and consistent evaluation.

Applications that do not follow the required format may not be considered. Information must be at a level of detail that enables effective evaluation.

**XIV. PROPOSAL CONTENTS AND EVALUATION CRITERIA**

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
1.Summary	Appendix 1: Application Template	1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration information, if any 1.2 Certifications	HSH will review for pass/fail: <ul style="list-style-type: none"> <li>• Did applicants complete Appendix 1: Applicant Template?</li> </ul>	Pass/ Fail

<p>2. Minimum Qualification</p>	<p>Appendix 1: Application Template, and Appendix 2a,2b: Budget Template</p>	<p>2.1 Respondent must be a certified vendor with the City and County of San Francisco or have the ability to become a certified vendor within ten (10) days after notice of intent to award.</p> <p>2.2 For each service type (e.g., Support Services; Property Management), whether provided through a single entity, collaboration, and/or subcontractor, Applicants must demonstrate at least three years of experience delivering similar services, respectively.</p> <p>2.3 Applicants must demonstrate the following experience for Property Management:</p> <ul style="list-style-type: none"> <li>• Operation of a project similar in scope and size to the proposed project; or</li> <li>• Operation of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a Tenant who qualifies as a member of the served population.</li> </ul> <p>2.4 Applicants must submit a completed Appendix 2a: Budget Template, and Appendix 2b: Budget Template for a 12-month period with each tab completed. The budget must stay within 2 percent of the allocated budget amount.</p> <p>The annual amount for Property Management is \$2,760,000, please do not exceed 2 percent of this amount (\$2,815,200). The annual amount for Support Services is \$2,580,000, please do</p>	<p>2.1 Did applicant demonstrate that they are a certified vendor or have ability to become a certified vendor?</p> <p>2.2 Did Applicant demonstrate a verifiable minimum of three years of experience delivering similar services for each respective service type?</p> <p>2.3 Did Property Management Applicant demonstrate a verifiable Property Management project similar in scope and size to the proposed project or operation of at least two affordable rental housing projects in the last ten years, with at least one project containing at least one unit housing a Tenant who qualifies as a member of the served population?</p> <p>2.4 Did the Applicant submit a completed Appendix 2a: Budget and Appendix 2b: Budget that does not exceed 2 percent of the allocated budget amount?</p>	<p>Pass/ Fail</p>
---------------------------------	--	--	--	-------------------

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		not exceed 2 percent of this amount (\$2,631,600).		
3. Project Approach	Appendix 1: Application Template	3.1 Applicants must describe the plan for collaboration between Support Services and Property Management to successfully deliver the services in this RFP. Applicants should indicate if any part of the services will be through a collaboration or subcontract.	3.1 Did Applicant successfully describe how the Support Services and Property Management functions will work in collaboration to successfully house the target population?	10
		3.2 For Support Services and Property Management, Applicants must describe the plan to engage and maintain housing stability for a diverse population of formerly homeless/at risk families with children, including non-English speakers, persons with disabilities, and individuals with a history of homelessness, substance use and/or mental health challenges.	3.2 How well does the Applicant(s) plan align with the requirements of this Proposal (e.g., how well does the applicant understand Tenant needs and challenges and describe ways to address them to maintain Tenant housing)?  Support Services (7.5 points) Property Management (7.5 points)	15



Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		<p>3.3 For Support Services and Property Management, Applicants must describe the plan to deliver services to achieve the service and outcome objectives described in this RFP.</p>	<p>3.3 How well does the Applicant plan align with the requirements of this RFP to meet the outlined objectives?</p> <p>Support Services (7.5 points) Property Management (7.5 points)</p>	15
4. Organizational Capacity, Staffing, and Relevant Experience		<p>4.1 For Support Services and Property Management, Applicants must describe the policies or procedures that they have in place that demonstrate how the following principles are implemented:</p> <ul style="list-style-type: none"> <li>• Delivering services with equity; and</li> <li>• Housing First and housing stability principles to deliver the services as outlined in the RFP.</li> <li>• Applicant(s) must describe intake requirements and process.</li> </ul> <p><b>Property Management applicant must also describe resident selection criteria.</b></p> <p>Examples of existing policies/procedures are encouraged. Applicants may attach an existing policy/procedure that is relevant to the principles above.</p>	<p>4.1 How well does Applicants policies or procedures demonstrate implementation of the applicable principles (e.g., to what extent does the applicant’s policies or procedures demonstrate the principles surrounding delivering services with equity, Housing First and housing stability principles related to this RFP, and intake requirements and processes)?</p> <p>For Property Management, does the Applicant’s policies and procedures effectively describe their Resident Selection Criteria?</p> <p>Support Services (10 points) Property Management (10 points)</p>	20

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		<p>4.2 For each service type, Applicants must describe their organizational experience in delivering services, managing buildings, including Asset Management but not limited to:</p> <ul style="list-style-type: none"> <li>• Years of experience delivering each service type,</li> <li>• Average building vacancy and turnover rates in existing portfolio;</li> <li>• Challenges and learnings with each service type;</li> <li>• Serving homeless/formerly homeless/at-risk families with children;</li> <li>• Serving a diverse population of Tenants, including non-English speakers, persons with disabilities, and individuals with a history of homelessness, substance use and/or mental health challenges;</li> <li>• Delivering services with equity; and</li> <li>• Engaging in collaborative service partnerships.</li> </ul>	<p>4.2 How well does the Applicant(s) experience align with the requirements of this RFP?</p> <p>Support Services (5 points) Property Management (5 points)</p>	10
		<p>4.3 For Support Services and/or Property Management, Applicants must describe their respective organizational capacity, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Their current employee vacancy rates;</li> <li>• Employee turnover rates;</li> <li>• Capacity to hire, train, and retain staff;</li> <li>• Capacity to deliver services on-time and within budget; and</li> <li>• Organizational capacity to track and report service and outcome data.</li> </ul>	<p>4.3 How well does the Applicants organizational capacity align with the requirements of this Proposal? (e.g., does applicant have a high turnover rate or have understaffing? Does applicant have the appropriate staff to deliver the required services in a timely manner?</p> <p>Support Services (5 points) Property Management (5 points)</p>	10

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
5. Fiscal Capacity - Budget	Appendix 2a and 2b: Budget Template	5.1 For each service type (Support Services and Property Management), Applicants must submit one completed Appendix 2a: Budget Template and one completed Appendix 2b: Budget Template for a 12-month period with each tab completed.	<p>5.1 How well do the Applicant(s) budgets align with the requirements of this RFP (e.g., how reasonable and clear is the budget; are all necessary tabs completed; does it contain the appropriate staffing and operating costs; is the narrative complete)?</p> <p>Support Services (10 points) Property Management (10 points)</p>	20
			<b>Total</b>	<b>100</b>

## **XV. CONTRACTOR SELECTION**

---

The City shall award a contract and/or grant to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to the goods and/or services being procured through this Solicitation. If Proposers’ initial composite scores are within three (3) points of each other, the Department will issue a supplemental questionnaire to assist the panel in further differentiating between the proposals in order to select the top scoring proposal. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined above.

Applicants who are qualified are not guaranteed an agreement. Applicants selected for negotiations are not guaranteed an agreement. This RFP does not in any way limit the City’s right to solicit similar or identical services. The City may at a future date elect to fund additional Applicants not originally selected for funding, or increase agreement amounts to Awarded Providers.

### **A. Additional Information**

In some instances, the City may request additional information from Applicants prior to making a determination about qualification and/or agreement awards.

### **B. Minimum Qualifications**

The Applicant must clearly demonstrate that it meets the Minimum Qualifications to be considered for qualification. The Applicant’s responses to Minimum Qualifications in the Appendix 1: Application Template and required attachments will be reviewed to determine qualification and eligibility for award.

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1: Application Template and required attachments. Insufficient or incomplete information may result in an Application being considered non-responsive. Responses of “To be provided upon request” or “To be determined” or “Confidential” or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFP.

The City reserves the right to request clarifications from Applicants prior to rejecting an Application for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Applicant and will not provide an Applicant the opportunity to revise or modify its Application.

## **XVI. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS**

---

### **A. Errors and Omissions in RFP**

Applicants are responsible for reviewing all portions of this RFP. Applicants are to promptly notify the City, in writing, if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than 72 hours prior to the Applications Deadline.

**B. Inquiries Regarding RFP**

Applicants shall submit all questions concerning this RFP, scope of services or requirements in writing by email only before the RFP Questions Deadline and directed to: **HSHProcurements@sfgov.org**. All Applicant questions concerning the RFP process shall be submitted no later than 72 hours prior to the Applications Deadline. Applicants who fail to do so will waive all further rights to protest based on these specifications and conditions.

**C. Objections to RFP Terms**

Should an Applicant object on any ground to any provision or legal requirement set forth in this RFP, the Applicant must, not less than 72 hours prior to the Applications Deadline, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of an Applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**D. Change Notices**

The City may modify the RFP, prior to the Applications Deadline, by issuing Addenda to the RFP, which will be posted at <http://hsh.sfgov.org/overview/procurements/>. The Applicant shall be responsible for ensuring that its Application reflects any and all Addenda issued by the City prior to the Applications Deadline regardless of when the Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Applications Deadline, to determine if the Applicant has downloaded all RFP Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers, and updates, which will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

**E. Term of Application**

Submission of an Application signifies that the proposed services and prices are valid for the duration of this RFP and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

**F. Revision of Application**

An Applicant may revise an Application on the Applicant's own initiative at any time before the Application Deadline. The Applicant must submit the revised Application in the same manner as the original. A revised Application must be received on or before, but no later than the Application Deadline.

In no case will a statement of intent to submit a revised Application, or commencement of a revision process, extend the Application Deadline for any Applicant. At any time during the Application evaluation process, the Department may require an Applicant to provide oral or written clarification of its Application. The Department reserves the right to make an award without further clarifications of Applications received.

**G. Errors and Omissions in Application**

Failure by the City to object to an error, omission, or deviation in the Application will in no way modify the RFP or excuse the Awarded Provider from full compliance with the specifications of the RFP or any agreement awarded pursuant to the RFP.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by an Applicant in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

**I. Applicant's Obligations under the Campaign Reform Ordinance**

Applicants must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If an Applicant is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Applicant is prohibited from making contributions to:

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Qualification, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Applicants should contact the San Francisco Ethics Commission at (415) 581-2300.

**J. Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**K. Public Access to Meetings and Records**

If an Applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Applicant must comply with Chapter 12L. The Applicant must include in its Application (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Applicant's meetings and records, and (2) a summary of all complaints concerning the Applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Applicant shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Applicant's Chapter 12L submissions shall be grounds for rejection of the Application and/or termination of any subsequent Agreement reached on the basis of the Application.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any agreement will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Application, or Application procedure;
2. Reject any or all Applications;
3. Reissue or reopen the RFP;
4. Prior to submission deadline for Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Applications;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no award will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by an Applicant to observe any provision of this RFP.

**N. Reserved. (Local Business Enterprise (LBE) Goals and Outreach).**

**O. Compliance with Previous Grant and Contract Requirements**

Agencies submitting Applications that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (e.g., corrective actions) in order to be considered responsive to this RFP. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this RFP.

**P. Other Terms and Conditions**

The selection of any Applicant for agreement negotiations shall not imply acceptance by the City of all terms of any Application or response to this RFP, which may be subject to further negotiation and approvals by the City.

If a satisfactory agreement cannot be negotiated in a reasonable time with the selected Applicant, then the City, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Applicant or may continue competition among remaining Applicants without reinitiating the RFP process.

The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.

This RFP does not in any way limit the City's right to solicit agreements for similar or identical services if, in the City's sole and absolute discretion, it determines the Applications submitted in response to this RFP are inadequate to satisfy its needs.

**XVII. CITY AGREEMENT REQUIREMENTS**

---

**A. How to Become Eligible to Do Business with the City**

Applicants must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to agreement award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced below.

Before the City can award any agreement, all Applicants must become a City Vendor by meeting the requirements described below. There may be additional requirements placed upon a City Vendor depending on the type of good or service to be purchased.

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.



- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

**B. Contract Terms and Negotiations**

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. City's Proposed Agreement Terms are not subject to negotiation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

**C. Standard Agreement Provisions**

Depending on the awarding department, Awarded Provider will be required to enter into a grant or contract agreement. Failure to timely execute and agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of an award offer. The City, in its sole discretion, may select another Applicant.

Please see HSH's standard grant agreement here: <https://hsh.sfgov.org/wp-content/uploads/2019/11/G-100-Grant-Template-4-19-for-posting.pdf>.

Please see the City's standard P-600 contract agreement here: <https://sfgov.org/oca/resources>.

**D. Nondiscrimination in Contracts and Benefits**

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available at <http://sfgov.org/cmd/>.

**E. Companies Headquartered in Certain States**

This RFP is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the agreement will be performed in any of those states. Applicants are hereby advised that Applicants which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the agreement will be performed in a state on the Covered State List may not enter into agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator: <https://sfgsa.org/chapter-12x-state-ban-list>.

**F. Minimum Compensation Ordinance (MCO)**

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**G. Health Care Accountability Ordinance (HCAO)**

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Awarded Providers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

**H. First Source Hiring Program (FSHP)**

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**I. Conflicts of Interest**

The successful Applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Applicant that the City has selected the Applicant.

**J. Insurance Requirements**

Upon award, Awarded Provider shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not

less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim; (5) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the awarded agreement.

Additional or varying insurance requirements may be imposed and specified in the awarded agreement.

**K. Compliance with Municipal Codes**

Awarded Providers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into an agreement with the City. Some of the laws are referenced in this RFP.

**L. Compliance with Laws and Regulations**

Awarded Provider shall comply with all applicable federal, state, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on its Application prior to their delivery, it shall be the responsibility of the Awarded Provider to notify the City at once, indicating in its letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

**M. City’s Approval Rights over Subcontractors and Subcontractor Payments**

The City has approval rights over the use of all Subcontractors. Applicants must identify all current or planned subcontractors in their Application. All current and future subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Applicant, and subsequent Awarded Provider, understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Applicant accepts responsibility for full and prompt payment to the third party. Any dispute between the Applicant and the third party, including any payment dispute, will be promptly remedied by the Applicant. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the City’s withholding of payment to the Awarded Provider.

**N. FEMA Emergency & Exigency Grant/Contract Requirements**

The agreements awarded as a result of this RFP may be eligible for FEMA reimbursement. FEMA requires inclusion of the particular provisions for procurement under exigent or emergency circumstances.

Please see the sample FEMA Appendix here: <https://sfgov.org/oca/resources>.

**XVIII. PROTEST PROCEDURES**

---

The City reserves the right to proceed with its Contractor/Grantee selection and/or negotiation process during any protest period. The City will cease its Contractor/Grantee selection process only if and when it receives a notification of decision that is in favor of the protester.

## **A. Protest Procedures**

### **1. Protest of Non-Responsiveness Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **2. Protest of Non-Responsible Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **3. Protest of Contract Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **4. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

## **XIX. CITY SOCIAL POLICY REQUIREMENTS**

---

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

### **A. Proposers Unable to do Business with the City**

## **1. Generally**

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.

## **2. Administrative Code Chapter 12X**

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

## **3. Administrative Code Chapter 12B**

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

## **5. Prevailing Wage Ordinance**

Property Manager will require its contractors and subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 et seq. (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction as defined in San Francisco Administrative Code Section 23.61, at the premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "Prevailing Wage Requirements"). Property Manager will cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

## **6. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San

Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**7. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**8. First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**9. Reserved (Sweatfree Procurement)**

**10. Other Social Policy Provisions**

Attachment 1, City’s Proposed Agreement Terms, identifies the City’s applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

**XX. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

---

**A. Reserved (Local Business Enterprise Rating Bonus/Bid Discount)**

**B. LBE Subcontracting Requirements**

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 221171

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Bryn Miller	978-460-2875
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
HOM Homelessness and Supportive Housing	bryn.miller@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Housing for Independent People, Inc.	<b>TELEPHONE NUMBER</b> 510-657-7409
<b>STREET ADDRESS (including City, State and Zip Code)</b> 40849 Fremont Blvd., Fremont, CA 94538	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 221171
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$20,080,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Lease and property management for Permanent Supportive Housing at 333 12th Street.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Chicoine	Louis	CEO
2	Reiber	John	CFO
3	wan	Vivian	COO
4	Flagship		Subcontractor
5	Henrie	Tarrah	Board of Directors
6	White	Darrian	Board of Directors
7	Gin	Brian	Board of Directors
8	Saraiya	Tejas	Board of Directors
9	Lee	John	Board of Directors
10	Smith	Ken	Board of Directors
11	Angle	Rohit	Board of Directors
12	Barton	John	Board of Directors
13	Beri	Vishnu	Board of Directors
14	Bhasin	Sameer	Board of Directors
15	Danner	Ann	Board of Directors
16	Domantay	John	Board of Directors
17	Khawaja	Hassan	Board of Directors
18	Wasow	Tom	Board of Directors
19	Bishop	Eric	Board of Directors

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------

**City & County of San Francisco**  
London N. Breed, Mayor



**Office of the City Administrator**  
Carmen Chu, City Administrator  
Andrico Q. Penick, Director of Real Estate

November 10, 2022

Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**RE: Lease and Property Management Agreement – 333 12th Street – Permanent Supportive Housing**

Dear Honorable Board Members:

Attached for your consideration is a Resolution authorizing the Director of Property and the Executive Director of the Department of Homelessness and Supportive Housing (“HSH”) to enter into a Lease and Property Management Agreement (“Agreement”) with Housing for Independent People, Inc. (“Tenant”). The Agreement authorizes Tenant to lease, operate, and maintain the real property and residential improvements for the property located at 333 12th Street (“Property”).

In Spring of 2022, the Board of Supervisors adopted Resolution #147-22, approving the acquisition of the Property then consisting of a 200-unit multi-family residential building which is to be converted into Permanent Supportive Housing for families exiting homelessness.

The Agreement is for an initial five-year term, with an option to extend for up to an additional five years and base rent of \$1.00 per year with no annual rent increases, commencing on February 1, 2023. Annual net property management and operating costs will be paid by the City in a total five-year amount not to exceed \$20,080,000.

The City, through HSH and the Real Estate Division, and in consultation with the Office of the City Attorney, has negotiated the Agreement with the Tenant. The below market rent payable under the Agreement will serve a public purpose by providing Permanent Supportive Housing for low-income households in need, in accordance with Section 23.33 of the Administrative Code.

Along with the recommendation of the Director of Property, HSH recommends approval of the proposed resolution authorizing the Agreement. If you have questions regarding the property management and operations services, please contact Dylan Schneider of HSH at 628.652.7742 or [Dylan.schneider@sfgov.org](mailto:Dylan.schneider@sfgov.org); if you have questions regarding the lease, please contact me at 415.554.9871 or [claudia.gorham@sfgov.org](mailto:claudia.gorham@sfgov.org).

Respectfully,

Claudia J. Gorham  
Deputy Managing Director