File No. 121023 Committee Item No. 2
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** 10/31/2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
☐	☐	Motion
☒	☐	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☒	☐	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)

☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____

Completed by: Victor Young **Date** October 25, 2012
Completed by: Victor Young **Date** _____

FILE NO. 121023 RESOLUTION NO.

[Grant Agreement - Kelly Cullen Community - 220 Golden Gate Avenue - Not to Exceed $18,475,118]

Resolution authorizing the Director of the Mayor's Office of Housing to execute a Local Operating Subsidy Program Grant Agreement with 220 Golden Gate Master Tenant, LP, to provide operating subsidies for formerly homeless single adults at Kelly Cullen Community, 220 Golden Gate Avenue, for the period of December 1, 2012, to November 30, 2027, in an amount not to exceed $18,475,118.

WHEREAS, The Mayor's Office of Housing (MOH) administers a variety of housing programs that provide financing for the development of new housing and the rehabilitation of single-and multi-family housing for low-and moderate-income households in San Francisco; and

WHEREAS, In June 2006, the City and County of San Francisco published its "Ten Year Plan to End Chronic Homelessness," and established a goal of creating 3,000 permanent affordable housing units for homeless households by 2016; and

WHEREAS, MOH developed the Local Operating Subsidy Program (LOSP) in order to establish long-term financial support to operate and maintain permanent affordable housing for homeless households. Through the LOSP, the City subsidizes the difference between the cost of operating housing for homeless persons and all other sources of operating revenue for a given project, such as tenant rental payments, commercial space lease payments, Stewart B. McKinney Homeless Assistance Act subsidies, project-based Section 8 rent subsidies and California Mental Health Services Act operating subsidies; and

WHEREAS, All supportive housing projects selected for capital funding by the Citywide Affordable Housing Loan Committee (Loan Committee) pursuant to a

competitive Notice of Funding Availability (NOFA) or Request for Proposals (RFP) process and intended to serve homeless individuals or families are eligible to receive LOSP funds; and

WHEREAS, the Board of Supervisors authorizes City funding for LOSP projects as part of the Annual Appropriation Ordinance; and

WHEREAS, MOH enters into grant agreements with supportive housing owners and operators for LOSP projects in consultation with the Department of Public Health (DPH) and Human Services Agency (HSA), fiscally administers LOSP contracts, reviews annual audits and prepares recommendations for annual adjustments to project funding, monitors compliance with LOSP requirements as part of monitoring compliance with capital funding regulatory agreements, and if necessary, takes appropriate action to enforce compliance; and

WHEREAS, 220 Golden Gate Associates, LP, is the owner and developer of the Kelly Cullen Community (the "Project"), which will provide 174 affordable efficiency studio units at 220 Golden Gate Avenue; and

WHEREAS, 220 Golden Gate Associates, LP, has leased the Project to 220 Golden Gate Master Tenant, LP, a California limited partnership for which 220 Golden Gate Historic Corporation, a Corporation affiliated with Tenderloin Neighborhood Development Center, a California nonprofit public benefit corporation, is its managing general partner; and

WHEREAS, On December 16, 2011, the Loan Committee recommended approval to the Mayor of a 15-year LOSP contract not to exceed $18,475,118 with 220 Golden Gate Master Tenant, LP for Kelly Cullen Community; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of MOH or his designee to execute the LOSP Grant Agreement (Agreement) for an

amount not to exceed $18,475,118, in substantially the form on file with the Clerk of the Board, and in such final form as approved by the Director of MOH and the City Attorney; and, be it

FURTHER RESOLVED, That this Board of Supervisors authorizes MOH to proceed with actions necessary to implement the Agreement following execution, and ratifies, approves and authorizes all actions heretofore taken by any City official in connection with such Agreement; and, be it

FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the Director of MOH or his designee to enter into any amendments or modifications to the Agreement, including without limitation, the exhibits, that the Director determines, in consultation with the City Attorney, are in the best interest of the City, do not materially increase the obligations or liabilities for the City or materially diminish the benefits of the City, are necessary or advisable to effectuate the purposes and intent of this Resolution and are in compliance with all applicable laws, including the City Charter.

RECOMMENDED:

Olson Lee
Director
Mayor's Office of Housing

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

October 25, 2012

TO: Budget and Finance Committee

FROM: Budget and Legislative Analyst

SUBJECT: October 31, 2012 Budget and Finance Committee Meeting

TABLE OF CONTENTS

Item	File		Page
1	12-1020	Real Property Purchase Agreement – 1550 Evans Avenue and 330 Newhall Street – San Francisco Public Utilities Commission - $15,000,000	1 - 1
2	12-1023	Grant Agreement – Kelly Cullen Community – 220 Golden Gate Avenue – Not to Exceed $18,475,118	2 – 1
4	12-0965	Business and Tax Regulations Code – Prevent Termination of Payroll Expense Tax Exclusion for Small Business Net New Payroll if Voters Adopt Gross Receipts Tax	4 - 1

Item 2 File 12-1023	Department: Mayor's Office of Housing (MOH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution authorizes the Mayor's Office of Housing (MOH) to enter into a 15-year agreement from December 1, 2012 through November 30, 2027 with 220 Golden Gate Master Tenant, LP (220 Golden Gate), a non-profit organization, for an amount not to exceed $18,475,118. Under the agreement MOH would pay operating subsidies to 220 Golden Gate to manage and operate at least 172 units of supportive housing for formerly homeless single adults at the Kelly Cullen Community under MOH's Local Operating Subsidy Program (LOSP).

Key Points

- The Mayor's Office of Housing in collaboration with the Department of Public Health (DPH) and the Human Services Agency (HSA), currently provides operating subsidies to owners and operators of 16 supportive housing facilities through its Local Operating Subsidy Program, which was created to bridge the gap between the cost of providing the housing and the amount that tenants can afford to pay (between 35% and 50% of their annual income). Tenants in supportive housing generally have very low incomes (10-15% of Area Median Income).
- Under the proposed agreement, MOH, through its subsidy program, would pay 220 Golden Gate $574,092 for seven months in FY 2012-13 and $999,114 for FY 2013-14 for operating 172 Kelly Cullen Community supportive housing units. The DPH FY 2012-13 and FY 2013-14 budgets contain General Fund monies previously appropriated by the Board of Supervisors for these Local Operating Subsidy Program subsidies. Over the 15 year term of the agreement, MOH would pay 220 Golden Gate not-to-exceed $18,475,118 in operating subsidies.
- 220 Golden Gate Master Tenant, LP is affiliated with the non-profit, Tenderloin Neighborhood Development Corporation (TNDC), through a limited partnership for which 220 Golden Gate Historic Corporation is the managing general partner. TNDC has constructed a two-year, $91,000,000 renovation of the site which is scheduled for completion in November 2012.
- On October 5, 2012, the Citywide Affordable Housing Loan Committee approved TNDC's request for Local Operating Subsidy Program funds for a 15-year term, which is consistent with the Committee's policy to provide funding to nonprofit housing developers who identify or purchase property for affordable housing development.
- Pursuant to the terms of a federal Social Innovation Fund (SIF) grant that will be used to fund support services, researchers from New York University will use data from the Kelly Cullen Community as part of a national study to test how housing impacts health outcomes and public costs for health care. Findings are intended to be used to create a supportive housing model that can be implemented in other cities.

Fiscal Impacts

- The estimated operating subsidy in FY 2012-13 of $477 per unit per month for 172 units is based on the difference between tenants' estimated rent payments of approximately $360 per housing unit per month, and 220 Golden Gate's estimated costs to operate the unit of approximately $837 per month. Operating costs include property management and office staff, utilities, taxes and licenses, insurance, maintenance, security, reserve deposits, and debt service on non-amortizing

loans.

- Under the proposed agreement between MOH and 220 Golden Gate, after a full year of operations the MOH will re-examine actual operating expenditures and staffing patterns at the Kelly Cullen Community to determine whether the subsidy amount should be adjusted.

Recommendations

- Approve the proposed resolution.
- Request that the Department of Public Health report the findings of the New York University study findings on housing and health outcomes after the completion of the study to the Board of Supervisors.

MANDATE STATEMENT AND BACKGROUND

Mandate Statement

Pursuant to San Francisco Charter Section 9.118, agreements of $10,000,000 or more, or for a term of more than ten years, are subject to Board of Supervisors approval.

Background

Local Operating Subsidy Program

The Mayor's Office of Housing (MOH), in collaboration with the Department of Public Health (DPH) and the Human Services Agency (HSA), currently provides operating subsidies to owners and operators of 16 supportive housing facilities, through its Local Operating Subsidy Program The program was started in 2004 as a part of the Mayor's ten year "San Francisco Plan to End Chronic Homelessness," which has a goal of providing 3,000 new supportive housing units between 2006 and 2017 to low income persons who were formerly homeless. Supportive housing provides social and other related services as well as housing to formerly homeless persons in order to improve their social outcomes and in an attempt to reduce the City's associated health, mental health, social services, criminal justice, and other related costs.

According to Ms. Lydia Ely, MOH Project Manager, tenants in supportive housing have very low incomes (10-15% of Area Median Income, or $7,210 to $10,815 annually in 2012)[1]. Under the agreements between the City and housing operators, rent in supportive housing units is capped to a fixed percentage of a tenant's income (50% in DPH subsidized units, 35% in HSA subsidized units). The Local Operating Subsidy Program was created to bridge the gap between the cost of operating the housing and the amount the tenants can afford to pay, thereby providing long-term financial incentives to owners and operators to create permanent supportive housing units and keep their units affordable for the long term.

General Fund monies for the 16 existing operating subsidy agreements are funded in the DPH and HSA budgets, depending on whether the housing units are sponsored by DPH or HSA, and

[1] The Area Median Income for a single-person household in the San Francisco region, as defined by the federal Department of Housing and Urban Development is $72,100 in 2012.

are subject to Board of Supervisors appropriations approval. The funds for the operating subsidies are then work-ordered to MOH, which manages the Local Operating Subsidy Program.

In FY 2011-12, MOH paid $5,063,967 in Local Operating Subsidy Program operating subsidies to 15 supportive housing operators for approximately 788 units throughout the City. According to Ms. Ely, the Local Operating Subsidy Program is projected to subsidize approximately 1,456 units of supportive housing by the end FY 2016-17.

As shown on Table 1 below, in FY 2011-12 the Local Operating Subsidy Program provided subsidies under 15 housing agreements covering 788 units of supportive housing, at an average cost per unit per month of $536.

Table 1
Actual Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit
FY 2007-08 through FY 2011-12

Fiscal Year	Number of Local Operating Subsidy Program agreements	Number of subsidized units	Total annual budgeted amount ($)	Average subsidy per unit per month ($)
FY 2007-08	5	192	$370,093	$161
FY 2008-09	6	277	1,586,757	477
FY 2009-10	10	557	3,588,812	537
FY 2010-11	14	668	4,937,351	616
FY 2011-12	15	788	5,063,967	536

As shown in Table 2 below, MOH estimates that by FY 2016-17, the Local Operating Subsidy Program will provide subsidies to 29 housing projects covering 1,456 units of supportive housing under the Local Operating Subsidy Program, at an average cost per unit per month of $658.

Table 2
Estimated Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit
FY 2012-13 through FY 2016-17

Fiscal Year	Number of Local Operating Subsidy Program agreements	Number of subsidized units	Total annual budgeted amount ($)	Average subsidy per unit per month ($)
FY 2012-13	21	1,260	$6,635,497	$439
FY 2013-14	28	1,423	10,024,006	587
FY 2014-15	28	1,427	10,767,674	629
FY 2015-16	29	1,451	11,259,355	647
FY 2016-17	29	1,456	11,494,942	658

DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the Mayor's Office of Housing to enter into a 15- year agreement with 220 Golden Gate Master Tenant, LP (220 Golden Gate) for an amount not to exceed $18,475,118 (see Table 5 below). MOH, through the Local Operating Subsidy Program, will pay subsidies to 220 Golden Gate to manage and operate 172 units of supportive housing at the Kelly Cullen Community. The proposed agreement would be effective from December 1, 2012 to November 30, 2027. Funding for the proposed agreement is General Fund monies appropriated annually in the DPH budget and is subject to Board of Supervisors appropriation approval. The proposed agreement is administered by MOH, under a work order agreement between DPH and MOH.

Tenderloin Neighborhood Development Corporation

The Tenderloin Neighborhood Development Corporation is a non-profit public benefit corporation that develops, owns and operates affordable housing units and provides supportive services for low-income people in the Tenderloin District. TNDC is affiliated with the 220 Golden Gate Historic Corporation, which is a managing general partner with the subsidy recipient, 220 Golden Gate Master Tenants, LP.[2] To date, the TNDC owns and operates 30 affordable housing buildings with 3,000 tenants in the Tenderloin and adjacent communities.

[2] 220 Golden Gate Master Tenants, LP leases the project from the developer and owner, 220 Golden Gate Associates, LP.

The Kelly Cullen Community

The Kelly Cullen Community is located in the Tenderloin District at 220 Golden Gate Avenue. Kelly Cullen Community is a 138,023 square foot; 9-story historic mixed-used building built in 1909 and was formerly used as the Central YMCA. Tenderloin Neighborhood Development Corporation has spent two years and $91,000,000 on property renovations to the Kelly Cullen Community with funding from a mix of federal, state and local sources.[3] Included in the renovations are 172 affordable housing units that will be available for formerly homeless single adults and average 235 square feet, two managers units, and restored historic community areas. According to Ms. Ely, this development is the largest affordable housing project to receive MOH Local Operating Subsidy Program subsidies. Construction is anticipated to be completed in November 2012 and the tenant move-in date is scheduled for December 1, 2012 at a rate of 30 tenants per month until full capacity is reached on May 31, 2013.

Local Operating Subsidy Program funding for the Kelly Cullen Community will be provided by DPH and each unit, less the manager's units, will be occupied by a DPH referred tenant. Furthermore, all tenants in the Kelly Cullen Community are required to be at or below 40% of the area median income (AMI) for San Francisco, which translates to $22,200 maximum yearly income for a 1-person household. There will be 111 units available to tenants at or below the 40% AMI level and 61 units available to tenants at or below 25% AMI, which translates to $19,425 maximum yearly income for a 1-person household.

DPH Integrated Health and Wellness Center

On the ground floor of the Kelly Cullen Community, DPH has developed and is leasing 11,000 square feet for its new Integrated Housing and Behavioral Health Clinic that will provide medical, psychiatric, and substance abuse services and will serve both tenants and residents of San Francisco. DPH staff will provide services and will be funded by a mix of federal Social Innovation Fund (SIF), MHSA, and DPH program dollars, appropriated annually in the DPH budget. Through the SIF grant, researchers from New York University will use data from the Kelly Cullen Community as part of a national study to test how housing impacts health outcomes and public costs for health care in order to create a supportive housing model that can be implemented in other cities.

Approval of Local Operating Subsidy Program Providers

According to Ms. Ely, DPH, HSA and MOH selected the 16 existing Local Operating Subsidy Program providers during review, by the Citywide Affordable Housing Loan Committee[4], of applications responding to various Notices of Funding Availability (NOFA) for capital funding for acquisition and predevelopment financing for supportive housing for homeless persons, or Requests for Proposals (RFP) for specific development sites.

---

[3] Federal, state and local funding sources include the federal tax credits allocated by the California Tax Credit Allocation Committee, American Reinvestment and Recovery Act, Affordable Housing Fees, Historic Preservation Tax Credits, Affordable Housing Program Loans, and Medical Health Services Act (MHSA) program funds tax credits.

[4] The Citywide Affordable Housing Committee is composed of the Director' s of the Mayor's Office of Housing, the Department of Public Health, and the Human Services Agency and their designee.

The Citywide Affordable Housing Loan Committee approved the subsidies under the Local Operating Subsidy Program, in accordance with the Committee's policy to consider and potentially offer funding to nonprofit housing developers who are able to identify or purchase residential facilities for affordable housing development. The Committee approved the TNDC's request for LOSP funds for a 9-year term on December 16, 2011. Ms. Ely noted that pursuant to the recommendations provided by the Budget and Legislative Analyst's office in the 2012 Performance Audit on San Francisco Affordable Housing Policies and Programs, MOH has altered their practices and is now executing 15-year LOSP agreements which require the Board of Supervisors' approval. Consequently, TNDC returned to the Committee with an updated 15-year proposed budget which was approved October 5, 2012.

Operating Expenditures Subsidized by the Local Operating Subsidy Program

Under the proposed agreement for the Kelly Cullen Community the rent charged to tenants in subsidized units under the Local Operating Subsidy Program (LOSP) is capped at a maximum of 50% of a tenant's gross monthly income. Ms. Ely estimates that the average tenant's rent will be approximately $360 per unit, per month. To cover all operating expenses, each unit would need to generate $837 in tenant rent, per month. The $477 shortfall per unit, per month will be bridged with the LOSP funding.[5]

The operating subsidies from the Local Operating Subsidy Program will be used to subsidize operating expenses which include rent, management fees, salaries and benefits, administration, utilities, taxes and licenses, insurance, maintenance, debt service and reserves. Pursuant to 220 Golden Gate's capital funds loan agreement with the MOH, 220 Golden Gate must maintain a Replacement Reserve Account which requires monthly deposits and can only be used for capital improvements as well as an Operating Reserve Account which also requires monthly deposits based on a defined formula for unexpected operational expenses.

Table 3 shows Kelly Cullen Community's income including the requested Local Operating Subsidy Program funding, and expenditures for FY 2012-2013, which is a seven month period due to the effective date of the agreement (December 1, 2012), and for FY 2013-14. The operating expenses for Kelly Cullen Community for FY 2012-13 are $1,052,835 and the income is $478,743 not including the operating subsidy. The requested $574,092 in Local Operating Subsidy Program funding will bridge the Kelly Cullen Community operating budget's shortfall.

[5] According to Ms. Ely, LOSP funding is an operations subsidy used to operate the building as a whole and not a per-unit subsidy. The per unit calculations are used for informational and comparison purposes only.

Table 3
Kelly Cullen Community Income and Operating Expenses with LOSP Operating Subsidy

FY 2012-13 Budget (7 mos.)

Income	Items	Amount
	Tenant Rents	$438,480.00
	Misc. Income	40,263.00
	Subtotal, Rents and Income	478,743.00
	LOSP Funding	574,092.00
	Total	**$1,052,835.00**
Expenses	**Items**	
	Salaries/Benefits	$276,817.50
	Management Fees	97,083.00
	Utilities	137,471.50
	Maintenance & Repair	257,858.00
	Administration	89,665.00
	Taxes & Insurance	120,814.50
	Debt Service, Reserves and Misc. Fees	73,128.50
	Total	**$1,052,835.00**

FY 2013-14 Budget (12 mos.)

Income	Items	Amount
	Tenants Rents	$761,076.00
	Misc. Income	69,820.00
	Subtotal, Rents and Income	830,896.00
	LOSP Funding	999,114.00
	Total	**$1,830,010.00**
Expenses	**Items**	
	Salaries/Benefits	$479,572.50
	Management Fees	168,307.00
	Utilities	239,787.00
	Maintenance & Repair	449,777.50
	Administration	156,253.00
	Taxes & Insurance	210,733.50
	Debt Service, Reserves and Misc. Fees	125,579.50
	Total	**$1,830,010.00**

According to Ms. Ely, Kelly Cullen Community will have 14.6 full time operating staff, which MOH and TNDC have determined is the necessary staffing level due to the size of the facility, and needs of potential tenants[6] as well as the uncertainty in operational needs that is commonly experienced in the first year of an affordable housing project. Moreover, this facility will have 24-hour front desk coverage which will be provided by Desk Clerks (see Table 4) with additional coverage by the Night Managers. Proposed operating staff are shown in Table 4 below. Staffing patterns will be re-examined by MOH and TNDC after the first year of operation to determine whether cost savings can be achieved.

Table 4
Proposed Property Management Staffing for FY 2012-13 through FY 2013-14 for Kelly Cullen Community

Position	FTE
General Manager	1
Night Manager	1.5
Assistant Manager	2
Desk Clerks	4.6
Janitorial and Cleaning	3.0
Maintenance	2.5
TOTAL	**14.6**
Ratio of staff to resident	**1:11.78**

[6] 50 tenants will be selected for the San Francisco Health Plan's list of high cost users of Medicaid services and 122 tenants will come from DPH's Direct Access to Housing (DAH) waiting pool which prioritizes homeless individuals with severe behavioral health or medical problems.

According to Ms. Ely, the project costs for the Kelly Cullen Community are higher relative to recent LOSP projects due to the staffing requirements, and the costs of managing large community spaces such as the gymnasium and auditorium that needed to be restored as part of the historic rehabilitation process. To offset operating expenditures, TNDC plans to charge usage fees for several of its community spaces and has developed a marketing plan and fee schedule that was approved by the MOH to advertise these facilities.

FISCAL IMPACTS

As shown in Table 5 below, the Kelly Cullen Community will receive subsidies under the Local Operating Subsidy Program for 172 units in FY 2012-13 at an average estimated subsidy of $477 per unit per month (based on 7 months from December 1, 2012 through June 30, 2013).

Table 5
Projected Subsidy Expenditures for Kelly Cullen Community under the Proposed Agreement

Fiscal Year	Months of Contract	Projected Local Operating Subsidy Program Expenditure	Local Operating Subsidy Program Units at the KCC (estimated)	Average Local Operating Subsidy Program Subsidy Per Unit Per Month
FY 2012-13	7	$574,092	172	$477
FY 2013-14	12	999,114	172	484
FY 2014-15	12	1,029,628	172	498
FY 2015-16	12	1,061,370	172	514
FY 2016-17	12	1,094,387	172	530
FY 2017-18	12	1,128,727	172	547
FY 2018-19	12	1,158,567	172	561
FY 2019-20	12	1,188,525	172	576
FY 2020-21	12	1,225,768	172	594
FY 2021-22	12	1,265,786	172	613
FY 2022-23	12	1,307,398	172	633
FY 2023-24	12	1,350,667	172	654
FY 2024-25	12	1,395,656	172	676
FY 2025-26	12	1,446,291	172	700
FY 2026-27	12	1,561,800	172	757
FY 2027-28	5	687,336	172	799
TOTAL:	180	**$18, 475,118**	**15 Year Average:**	$601

According to Ms. Ely, the MOH's underwriting guidelines require that expenses are escalated by 3.5% each year which is why the program expenditures and subsequently the subsidy per unit, per month increase each year.

FY 2012-13 and FY 2013-14 Kelly Cullen Community operating subsidies were appropriated by the Board of Supervisors in the DPH budget in the amount of $574,092 and $999,114, respectively. Each unit is expected to be occupied by May 31, 2013 with DPH referred, formerly homeless single adults who will pay approximately $360 a month, per unit. The difference between the annual operating expenses per unit, or $837, and tenant rent payment is $477, which

is the amount of the subsidy that will be provided by the Local Operating Subsidy Program. Under the proposed agreement, the amount of the subsidy will be adjusted annually by MOH, based on a review of the Kelly Cullen Community's actual operating expenditures, staffing needs, and revenues collected from fees for public use of the KCC's community spaces.

RECOMMENDATIONS

1. Approve the proposed resolution.
2. Request that the Department of Public Health report the findings of the New York University study findings on housing and health outcomes after the completion of the study to the Board of Supervisors.

MAYOR'S OFFICE OF HOUSING
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

OLSON LEE
DIRECTOR

October 12, 2012

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

RE: Resolution Authorizing the Director of the Mayor's Office of Housing to execute a Local Operating Subsidy Program Grant Agreement with 220 Golden Gate Master Tenant, LP, to provide operating subsidies for formerly homeless single adults at Kelly Cullen Community for the period of December 1, 2012 to November 30, 2027, in an amount not to exceed $18,475,118.

With this memo, I am submitting to you for introduction at the Board of Supervisors meeting on October 16, 2012, a resolution regarding a Local Operating Subsidy Program (LOSP) Contract with 220 Golden Gate Master Tenant, LP, for Kelly Cullen Community, a newly renovated affordable housing development located on the site of the former Central YMCA. On December 1, 2012, the project will be ready for occupancy by homeless single adults referred by the Department of Public Health's Direct Access to Housing Program. The attached resolution would authorize Olson Lee, as Director of this office, to execute the LOSP Agreement in an amount not to exceed $18,475,118, to proceed with actions necessary to implement the Agreement, and to enter into any amendments or modifications to the Agreement, in consultation with the City Attorney.

Kelly Cullen Community, located at 220 Golden Gate Avenue in the Tenderloin, will provide 174 units of efficiency housing, including kitchenettes and private bathrooms, to formerly homeless households earning from 35%-50% AMI. Tenderloin Neighborhood Development Corporation, the developer, has led a two-year, $50 million renovation of the site. The Department of Public Health has developed and is leasing 11,000 square feet of ground floor space for its new Integrated Health and Wellness Center, which will serve tenants as well as the greater San Francisco community. Supportive tenant services are being funded primarily through a federal Social Innovation Fund grant, with additional support being provided by DPH.

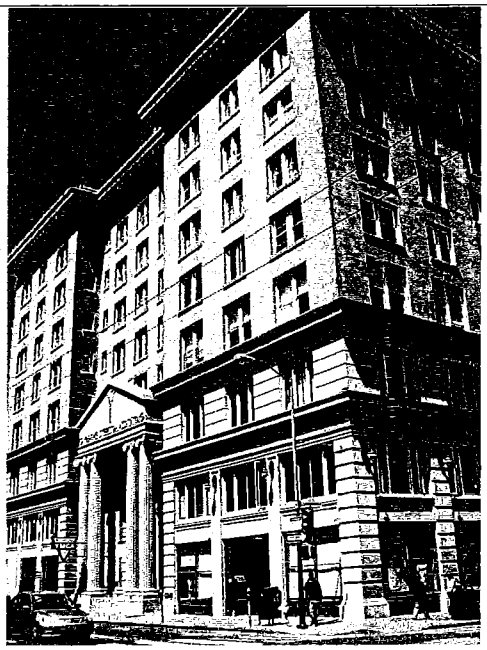
In order to meet the deadline of executing the contract by December 1, 2012, the resolution must be introduced at the Board of Supervisors no later than October 16, 2012, and return to the full Board for approval no later than November 13, 2012. We would appreciate any assistance you can provide to help meet this schedule so that the formerly homeless residents can occupy the project as scheduled on December 1.

The resolution is attached, as is the substantially final form of the Local Operating Subsidy Grant Agreement with 220 Golden Gate Master Tenant, LP. If you have any questions about the resolution or the project, please contact Lydia Ely at 701-5519.

Thank you,

Olson Lee
Director
Mayor's Office of Housing

KELLY CULLEN COMMUNITY



THE BUILDING

Located in the Tenderloin at 220 Golden Gate Avenue at the corner of Leavenworth Street, Kelly Cullen Community (KCC) is a 138,023 square foot, 9-story historic mixed-use building constructed in 1909 as a YMCA. The recent substantial rehabilitation scope included the renovation of 172 efficiency units, which average 230 square feet and include kitchenettes and full bathrooms; two manager's units; the restoration and preservation of a historic auditorium, gymnasium, lobby, atrium, and mezzanine; and the re-introduction of a grand entry staircase. Tenant amenities include lounges, laundry facilities, common kitchens, 24-hour front desk security, and a landscaped roof deck. Located next to the bustling United Nations Plaza/Civic Center hub in San Francisco, KCC will also house the Department of Public Health's Integrated Health and Homelessness Clinic and one retail unit of 1,450 square feet.

TENANT POPULATION

Single adults who meet all of the following criteria are eligible for tenancy:

- Extremely low-income
- Homeless or at risk of homelessness
- High users of local Medicaid plan or individuals with the greatest medical, behavioral health and housing needs
- Have a chronic mental health, substance use and/or physical health condition

All 172 units are subsidized by the City of San Francisco Local Operating Subsidy Program (LOSP). Additional subsidy for 17 units is provided by the State of California's Mental Health Services Act.

SCHEDULE

September 2010 – Start of construction
November 2012 – Construction completed
December 2012 – Tenant move-ins begin
May 31, 2013 – 100% occupancy of all 174 units

PROJECT SPONSOR

Tenderloin Neighborhood Development Corporation (TNDC) is a nonprofit corporation whose mission is to provide safe, affordable housing with support services for low-income people in the Tenderloin and to be a leader in making the neighborhood a better place to live. Founded in 1981, TNDC owns and operates 30 affordable housing buildings serving 3,000 San Francisco tenants.

SERVICE PROVIDER

TNDC will be the lead provider of onsite tenant services, heading up a collaborative team that includes the Department of Public Health's medical and clinical staff and money management by Lutheran Social Services. Services are funded in large part by a federal Social Innovation Fund grant provided through the Corporation for Supportive Housing (CSH). The grant, which must be matched on a dollar-for-dollar basis in cash with non-federal funds, will pilot an innovative model of supportive housing that targets homeless high utilizers of crisis health services and offer an evaluation of the program. In addition, all tenants will be able to receive primary care and behavioral health services at the on-site clinic located on the ground floor of KCC.

PROPERTY MANAGEMENT

Kelly Cullen Community will be managed by TNDC.

Contact Information: For more information, please call
Mara Blitzer, Senior Project Manager, Tenderloin Neighborhood Development Corporation at (415) 358-3922 or
Lydia Ely, Project Manager, Mayor's Office of Housing at (415) 701-5519.

CITY AND COUNTY OF SAN FRANCISCO
MAYOR'S OFFICE OF HOUSING

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

220 GOLDEN GATE MASTER TENANT, LP

For
KELLY CULLEN COMMUNITY
220 GOLDEN GATE AVENUE

THIS GRANT AGREEMENT (this "**Agreement**") is made this _____, by and between 220 Golden Gate Master Tenant, LP, a California limited partnership ("**Grantee**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") acting by and through the Mayor's Office of Housing ("**MOH**").

WITNESSETH:

A. **WHEREAS**, in response to a Notice of Funding Availability issued by MOH in November of 2004, Tenderloin Neighborhood Development Center, a California non-profit public benefit corporation ("**TNDC**"), submitted the Application Documents (as hereinafter defined) to MOH for a grant through MOH's Local Operating Subsidy Program ("**Program**") for a proposed one hundred and seventy-two (172) unit housing project to be commonly known as Kelly Cullen Community (the "**Project**"), located on the real property described on the attached **Exhibit C** (the "**Real Property**"); and

B. **WHEREAS**, 220 Golden Gate Associates, L.P., a California limited partnership ("**Owner**") owns the Real Property and has leased the Real Property and the improvements thereon to the Grantee pursuant to the terms of that certain Master Lease Agreement dated August 23, 2010 (the "**Ground Lease**"); and

C. **WHEREAS**, construction of the Project is completed and Grantee now needs the grant to fund the Project's operating shortfalls, and City desires to provide such a grant on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

"**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

"**Additional Leasing Date**" shall have the meaning given to it in Section 4.1.

"**Agreement Date**" means the date this Agreement is duly executed and delivered by Grantee and MOH.

"**Annual Monitoring Report**" shall have the meaning given to it in Section 6.1.

"**Annual Operating Budget**" means the operating budget for the Project approved by City attached hereto as **Exhibit E**, or as otherwise amended by Grantee and City.

"**Applicable Laws**" means all applicable present or future federal, state, local and administrative laws, rules, regulations, codes, orders and requirements.

"**Application Documents**" shall mean collectively: (i) the grant application submitted by TNDC for a Program grant, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

"**Assisted Units**" means 172 residential units at the Project.

"**Calendar Year**" means each period of twelve (12) calendar months commencing on January 1 and ending December 31 during all or any portion of which this Agreement is in effect.

"**CFR**" means the Code of Federal Regulations.

"**Charter**" shall mean the Charter of City.

"**Charter Documents**" shall have the meaning given in Section 6.2.

"**City**" means the City and County of San Francisco.

"**City Loan Documents**" means the MOH Loan Agreement and the documents executed in connection therewith.

"**Controller**" shall mean the Controller of City.

"**Director**" means MOH's Director or an authorized representative of the Director.

"**DPH**" means the San Francisco Department of Public Health.

"**Effective Date**" means the Initial Leasing Date.

"**Event of Default**" shall have the meaning set forth in Section 11.1.

"**First Subsidy Payment**" shall mean the Subsidy Payment for the initial Fiscal Year starting from the Effective Date.

"**Fiscal Year**" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

"**Grant Amount**" shall have the meaning set forth in Section 5.1.

"**Grant Funds**" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

"**Ground Lease**" shall have the meaning set forth in Recital B.

"**HUD**" means the United States Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and any authorized agents.

"**Indemnified Parties**" shall mean City, including MOH and all of City's commissions, departments, agencies and other subdivisions, and City's elected officials, directors, officers, employees, agents, and representatives, and their respective successors and assigns.

"**Initial Leasing Date**" shall be the date when the first Assisted Unit is leased and occupied by a Tenant.

"**Loan Committee**" means the MOH review committee that selects Program grantees.

"**LOSP Clients**" means the formerly homeless individuals or households that MOH deems eligible for Program assistance pursuant to the Program criteria set forth on the attached **Exhibit B** (as such criteria may be amended from time to time by MOH) and refers to Grantee pursuant to this Agreement.

"**Maintenance Duties**" shall have the meaning given to it in Section 4.8(a).

"**Median Income**" means area median income determined by HUD for the San Francisco area, adjusted solely for household size, but not high housing cost area.

"**MOH**" shall mean the Mayor's Office of Housing of the City and County of San Francisco.

"**MOH Loan Agreement**" means collectively: (i) that certain Hotel Tax Fund and General Fund loan agreement, dated as of June 22, 2007, between MOH and Owner with respect to a $5,500,000 loan, as amended; and (ii) that certain HOME Program and CDBG Program loan agreement, dated as of May 29, 2009, between MOH and Owner with respect to a $13,317,195 loan, as amended.

"**Operating Costs**" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Project Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) lease payments required under the Ground Lease which are used by Owner to make Qualified Minimal Debt Service Payments, if any; (d) lease payments required under the Ground Lease which are used by Owner to make the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOH in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOH Loan Agreement); (f) required deposits to the Replacement Reserve Account (as defined in the MOH Loan Agreement), Operating Reserve Account, and any other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Project Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOH. "Operating Costs" shall not include any lease payments required under the Ground Lease which are used by Owner to make loan payments under the City Loan Documents, the

Project Loan Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant's lease or otherwise approved hereunder.

"**Operating Reserve Account**" means the interest-bearing operating reserve depository account Owner is required to maintain pursuant to the MOH Loan Agreement.

"**Operating Statement**" shall have the meaning set forth in Section 6.1.

"**Opinion**" means an opinion of Grantee's California legal counsel, satisfactory to MOH and its legal counsel, that Grantee is a duly formed, validly existing limited partnership in good standing under the laws of the State of California, has the power and authority to enter into the Agreement and will be bound by their terms when executed and delivered, that each of Grantee's general partners is a duly formed, validly existing nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder or is a duly formed, validly existing limited liability company whose sole member is nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder and each has the power and authority to act as Grantee's general partner, and that addresses any other matters MOH reasonably requests.

"**Owner**" shall have the meaning set forth in Recital B.

"**Program**" means the Local Operating Subsidy Program, through which MOH provides operating subsidies to housing projects that provide permanent supportive housing for formerly homeless individuals and households.

"**Program Transition Reserve Account**" shall have meaning given to it in Section 2.5.

"**Project**" shall have the meaning set forth in Recital A.

"**Project Income**" means all income and receipts in any form received by Grantee from the operation, use or ownership of the Project, calculated on an accrual basis, including rents, fees, deposits (other than tenant security deposits), reimbursements and other charges paid to Grantee by MOH in connection with the Project (other than Grant Funds), and any funds held in the Subsidy Reserve Account. For the purposes of this Agreement, "Project Income" shall include all usage fees received by Grantee from renting the community space located in the Project.

"**Project Loan Documents**" means the loan documents executed by Owner on March 30, 2010, in connection with a loan in the amount of $52,700,000 of construction loan proceeds from Citibank, N.A.; the loan documents executed by Owner on April 13, 2010, in connection with a loan in the amount of $23,905,902 of TCAP ARRA funds from the Tax Credit Allocation Committee; the loan documents executed by Owner on April 13, 2010, in connection with a loan in the amount of $17,162,978 of TCAP ARRA Supplemental HCD Backfill Funds from the Tax Credit Allocation Committee; the loan documents executed by Owner on September 1, 2010, in connection with a loan in the amount of $1,700,000 of Mental Health Services funds from the California Housing Finance Agency; and the loan documents executed by Owner on August 1, 2010, in connection with a loan in the amount of $1,500,000 of Affordable Housing Program funds from Silicon Valley Bank.

"**Project Operating Account**" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOH as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program.

"**Qualified Minimal Debt Service Payment**" means a minimal debt service payment that Owner must make under the MOH Loan Agreement, the Project Loan Documents or any additional state or federal affordable housing loan for the Project, provided that Owner first obtains MOH's written consent to such additional loan.

"**Real Property**" shall have the meaning set forth in Recital A.

"**Referral Report**" means the report prepared by Program staff for a LOSP Client, which shall be substantially in the form attached hereto as **Exhibit D**.

"**Rent**" means the aggregate annual sum charged to Tenants for rent and utilities, with utility charges limited to an allowance determined by DPH.

"**Services Agreement**" means the Contract for Services dated [_____], and between Tenant Services Contractor and DPH for the provision of services to LOSP Clients at the Project.

"**Shortfall**" means the amount, if any, by which the Operating Costs for any Calendar Year during the Term exceed the Project Income obtained from the Assisted Units for such Calendar Year.

"**Subsidy Payment**" means a payment made by MOH to Grantee pursuant to the terms of this Agreement, which shall be made in the manner and in the amount specified in Article 5 below.

"**Subsidy Reserve Account**" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOH as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program, and used only for the purposes specified in Section 4.3.

"**Tenant**" shall mean a LOSP Client who leases an Assisted Unit.

"**Tenant Services Contractor**" shall mean TNDC.

"**Term**" shall have the meaning given to in Section 3.

"**Termination Notice Date**" shall have the meaning given to in Section 4.1.

"**Transition Plan**" shall have the meaning given to in Section 2.5.

"**Vacancy Period**" shall have the meaning given to in Section 4.1.

"**15-Year Cash Flow**" means the cash flow projection described in the attached **Exhibit E**.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of MOH. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of MOH. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to MOH. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or

appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

ARTICLE 2
APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other MOH expenditures. Grantee acknowledges that MOH's obligation to make Subsidy Payments under this Agreement is expressly conditioned on the (a) appropriation of sufficient funds to DPH for Subsidy Payments and transfer of such funds from DPH to MOH (or as MOH may direct such funds to be transferred directly by DPH to Grantee), which appropriation and transfer is subject to DPH's annual operating budget, or (b) appropriation of sufficient funds for Subsidy Payments to MOH's annual operating budget. If the funds appropriated for Program subsidy payments in a Fiscal Year will be insufficient to fund the total Program subsidy payments MOH intended to make in such Fiscal Year, MOH shall have the right to reduce the amount of Program subsidy payments and to select the qualifying projects subject to such reduced payments.

Notwithstanding the foregoing, however, qualifying projects that are not financed with State Department of Housing and Community Development Multifamily Housing Program Supportive Housing Component funds ("HCD Funds") will be subject to such Program subsidy payment reductions before any such reductions are made to qualifying projects financed with HCD Funds.

If MOH determines that Subsidy Payments for any given Fiscal Year must be reduced due to a shortfall in appropriated Program funds (a "**Non-Appropriation Event**"), MOH shall notify Grantee that a Non-Appropriation Event has occurred. City's obligation to make any Subsidy Payments in excess of those for which sufficient funds have been appropriated shall automatically terminate as of such Non-Appropriation Event, except as may be required pursuant to Section 2.5 below. Grantee acknowledges that DPH's and MOH's annual operating budgets are each subject to the discretion of City's Mayor and Board of Supervisors and a Non-Appropriation Event may occur during the Term and, accordingly, that Subsidy Payments may subsequently not be made in the amounts projected pursuant to this Agreement. Grantee's assumption of such risks is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:

(a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification, the current Controller certification for Grant Funds is only for the First Subsidy Payment, and Controller certification will be a condition precedent for all other Subsidy Payments to the extent that Project Transition Reserve Account funds are not available to fund such Subsidy Payments.

(b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee if they are beyond the scope of the services, materials, equipment and supplies agreed upon herein and were not approved by a written amendment to this Agreement lawfully executed by City.

(c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement, which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available for such purposes in the budget of DPH or MOH or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation or Nontransfer of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of the period of the Fiscal Year that a Non-Appropriation Event occurs, except as otherwise set forth in Section 2.5.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Program Transition Reserve Account. All LOSP subsidy payments, including the Subsidy Payments, are conditioned on the appropriation of sufficient funds therefor and the transfer of such funds to MOH's annual budget. MOH intends to establish a reserve account, as MOH deems appropriate and in its sole discretion, to fund all or a portion of selected LOSP subsidy payments in the event sufficient funds are not so appropriated or transferred (the "**Program Transition Reserve Account**"). If there is a Non-Appropriation Event, City shall use Program Transition Reserve Account funds to disburse such Subsidy Payments to the extent there are sufficient Program Transition Reserve Account funds for such disbursements.

If there is a Non-Appropriation Event, and City fully funds the following Fiscal Year's Subsidy Payment in the amount shown on Exhibit A (whether with Program Transition Reserve Account funds or otherwise), this Agreement shall remain in effect through the last day of the Fiscal Year for which such Subsidy Payment is made. In the event City continues to fully fund subsequent Subsidy Payments, this Agreement shall remain in effect through the last day of the Fiscal Year for which each such subsequent Subsidy Payment is made.

City shall have no obligation to replenish or supplement the Program Transition Reserve Account. City shall have the right to, at MOH's discretion, use Program Transition Reserve Account funds to make subsidy payments to LOSP grantees other than Grantee. The Program Transition Reserve Account shall remain the City's property at all times and any interest that accrues thereon shall remain the sole property of City and will be deemed part of the Program Transition Reserve Account. If any funds remain in the Program Transition Reserve Account at the expiration of the Term or earlier termination of this Agreement, such funds shall remain with City and Grantee shall have no rights thereto.

Grantee agrees that it shall not allow use of any lease payments made under the Ground Lease to be used to make any distributions or payments of Residual Receipts, as defined in the MOH Loan Agreement, until City has approved the distribution or payment of such Residual Receipts.

ARTICLE 3
TERM

The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall terminate on the fifteenth (15th) anniversary of the Effective Date, unless earlier terminated in accordance with the terms herein.

ARTICLE 4
PERFORMANCE OF GRANT OBLIGATIONS

4.1 Lease of Assisted Units.

(a) City will deliver at least ____ Referral Reports to Grantee on or before the first day immediately following the Effective Date. Commencing on the Initial Leasing Date, Grantee shall lease all of the Assisted Units to the LOSP Clients it selects from such Referral Reports. After the Initial Leasing Date, an Assisted Unit may remain vacant during any Vacancy Period applicable to such Assisted Unit.

If an Assisted Unit lease terminates at any time, Grantee shall deliver written notice of such termination to City within five (5) business days of such termination (the "**Termination Notice Date**"). City shall accordingly deliver at least five (5) Referral Reports to Grantee within fifteen (15) business days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to an LOSP Client it selects from such Referral Reports within the sixty (60) day period immediately following its receipt of such Referral Reports (each such additional lease up date shall be referred to as an "**Additional Leasing Date**"). The period of time between a Termination Notice Date and the corresponding Additional Leasing Date shall be referred to as a "**Vacancy Period**". If City fails to timely deliver the required Referral Reports at any time, until City delivers such Referral Reports, Grantee can submit a request to City to use a qualified candidate identified by Grantee that satisfies the requirements of **Exhibit B**, and such request shall not be unreasonably denied.

(b) Grantee shall have sole discretion in selecting the LOSP Clients that will be Tenants, provided that Grantee's decision not to rent an Assisted Unit to an LOSP Client referred to Grantee by City shall not be unreasonably withheld or conditioned, and provided further that Grantee shall not discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the leasing of the Assisted Units.

(c) Grantee shall comply with the Tenant Selection Plan Policy set forth in the attached Exhibit H.

(d) Grantee shall comply with the Tenant Screening Criteria Policy set forth in the attached Exhibit I.

(e) Grantee shall rent each Assisted Unit to a Tenant pursuant to a separate lease agreement that complies with this Agreement. Each Tenant lease shall provide for termination of such lease and such Tenant's consent to immediate eviction if the Tenant has made any material misrepresentation in the initial income certification made by Tenant to City or in any later income certification made by Tenant to Grantee.

(f) Grantee shall obtain each Tenant's recertification of his/her household income on an annual basis. Such income certifications shall be prepared pursuant to low income housing tax credit guidelines for household income and shall be maintained on file at Grantee's principal office for no less than five (5) years following the date of such certification, and Grantee must file or cause to be filed copies thereof with MOH promptly upon MOH's request therefor.

(g) Security deposits may be required of Tenants only in accordance with applicable federal regulations, state law and this Agreement. Any security deposits collected must be segregated from all other funds of the Project in an account held in trust for the benefit of the Tenants and other tenants of the Project and disbursed in accordance with California law. The balance in such security deposit account must at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits or interest thereon returned to Tenants or any other tenants of the Project.

4.2 Rent Restrictions.

(a) Rent charged to any Tenant shall be the lower of fifty percent (50%) of a Tenant's gross monthly income, or the maximum amount allowed under the MOH Loan Documents.

(b) Unless prohibited under any Applicable Law, each lease for an Assisted Unit must provide for termination of the lease upon one hundred twenty (120) days' prior written notice if Grantee's annual income certification indicates that the Tenant's household income exceeds one hundred twenty percent (120%) of Median Income.

(c) Grantee must provide MOH at least annually a report showing actual household income level and Rent for each Tenant.

(d) A Tenant who is a LOSP Client at initial occupancy may not be required to vacate the Assisted Unit due to subsequent rises in such Tenant's household income, except as provided in subsection (b) above. After any such over-income Tenant vacates an Assisted Unit, the vacant Assisted Unit must be rented to an LOSP Client selected in the manner specified in Section 4.1(a).

(e) If due to increases in a LOSP Client's income, the rent charged to a LOSP Client pursuant to section (a) above equals or exceeds the pro-rated per-unit Operating Costs of the Project, the unit occupied by said LOSP Client shall no longer be counted as an Assisted Unit and the next available comparable unit shall be designated as an Assisted Unit and shall only be rented to a LOSP Client.

4.3 Operating Reserve Account; Subsidy Reserve Account. Grantee shall comply with all of the requirements for the Operating Reserve Account under the MOH Loan Agreement. In addition, if the Subsidy Payment made to Grantee for a Calendar Year exceeds the certified Shortfall for such Calendar Year, as determined pursuant to the reports delivered under Section 6.1, Grantee shall deposit such excess amount in the Subsidy Reserve Account. Grantee shall not use Subsidy Reserve Account funds, or any interest earned thereon, for any purpose other than as provided in this Agreement. The only funds that shall be held in the Subsidy Reserve Account shall be the moneys deposited therein pursuant to this Section and the interest earned thereon.

If the Shortfall for a Calendar Year exceeds the Subsidy Payment made to Grantee for such Calendar Year, Grantee shall first use Subsidy Reserve Account funds, to the extent available, to pay the Operating Costs that comprise such excess Shortfall. If the Subsidy Reserve Account plus Subsidy Payment funds are insufficient to pay all of the Operating Costs in any given Calendar Year, Grantee shall use Operating Reserve Account funds, if any, to pay the remaining Operating Costs, subject to any approval Grantee must obtain from any lender under the Project Loan Documents or Grantee's tax credit limited partner to so use the Operating Reserve Account funds.

4.4 [Intentionally Omitted]

4.5 Annual Operating Budget. The Annual Operating Budget attached hereto as **Exhibit E** sets forth Grantee's anticipated Operating Costs, Project Income and Shortfall for the Term of the Agreement.

Grantee shall pay Operating Costs in conformity with the approved Annual Operating Budget. MOH's prior written consent shall not be required before Grantee can spend funds on Operating Costs that differ in amount from the amounts in the Annual Operating Budget.

Grantee can submit requests to change the amount of the Annual Operating Budget and corresponding Subsidy Payment for any year during the term by supplying a written proposal with the Annual Monitoring Report. Such proposals should include a variance analysis that includes a quantitative assessment of the difference between projected annual income and expenses and actual annual income and expenses, and explanations for the cause of any significant variances.

Additionally, in March 2015, Grantee shall meet with MOH to review the Project's Operating Costs for the previous 3 years and mutually determine in good faith whether to adjust the Annual Operating Budget to reduce costs, through either reductions in staffing or other identifiable cost saving measures.

4.6 Grantee's Board of Directors. Grantee's general partner, or the sole member of the limited liability company general partner, shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in such entity's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Such entity's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.7 [Intentionally Omitted]

4.8 Maintenance and Management of Project.

(a) Grantee shall be responsible for ensuring all Project maintenance, repair and management functions, including the collection of rents, routine and extraordinary repairs and replacement of capital items, and for keeping the Project in a safe and sanitary manner and in good operating condition in accordance with all Applicable Laws, the City Loan Documents and the Project Loan Documents (collectively, the "**Maintenance Duties**").

(b) Grantee may contract with a management agent for the performance of the Maintenance Duties subject to MOH's prior written approval of both the management agent and the management contract, provided, however, that the arrangement will not relieve Grantee of responsibility for performance of those duties. A management contract must contain a provision allowing Grantee to terminate the contract without penalty upon no more than thirty (30) days' notice. As of the Agreement Date, the City has approved TNDC as Grantee's management agent.

(c) MOH will provide written notice to Grantee if MOH determines that the Maintenance Duties are not being performed in accordance with this Agreement. If Grantee is then in contract with a management agent pursuant to subsection (b) above, and such management agent fails to fully cure such failure within thirty (30) days of the date that MOH delivers such written notice, Grantee shall exercise such thirty (30) day termination right, terminate the management contract and make immediate arrangements for cure of such failure and for the continuous and continuing performance of the Maintenance Duties. If, at the time of such notice, Grantee is not in contract with a management agent pursuant to subsection (b) above, in addition to MOH's rights hereunder, MOH shall have the right to require that Grantee, at Grantee's sole cost, contract with a management agent to perform the Maintenance Duties, or to make other arrangements the City deems necessary to ensure full and timely performance of the Maintenance Duties.

(d) Grantee shall operate the Project in compliance with all Applicable Laws.

4.9 Services Agreement; Provision of Services.

(a) Grantee shall cause the Services Agreement to be fully executed by no later than December 1, 2012.

(b) Grantee hereby agrees to allow the Tenant Services Contractor (and any subsequent service provider) access to the Project at all reasonable times for the provision of services to the Project's LOSP Clients.

(c) Grantee shall promptly provide written notice to MOH if Grantee obtains knowledge of any default, or event that with notice or the passage of time or both could constitute a default, under the Services Agreement.

(d) In the event that the Services Agreement is terminated for any reason, or that MOH and/or DPH determines that the Tenant Services Contractor needs to be replaced, Grantee shall cooperate in good faith with MOH and DPH in obtaining a new service provider for the LOSP Clients in the Project. In such an event, the selection of a new service provider for the Project shall not require Grantee's prior consent. Grantee hereby agrees and acknowledges that nothing in this Agreement gives Grantee any right to consent to the MOH and/or DPH determination to terminate the Services Agreement or to replace the Tenant Services Contractor.

DRAFT

ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed Eighteen Million Four Hundred Seventy Five Thousand One Hundred Eighteen Dollars ($18,475,118) (the "**Grant Amount**"). Subject to Grantee's performance of its obligations under this Agreement and MOH's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

Provided that Grantee is in compliance with all of the conditions for receipt of the First Subsidy Payment, City shall deliver the First Subsidy Payment to Grantee within ten (10) business days immediately following the Effective Date. For every subsequent Fiscal Year during the Term, provided that Grantee is in compliance with all of the conditions for receipt of a Subsidy Payment, City shall deliver the Subsidy Payment for such Fiscal Year to Grantee within fifteen (15) business days immediately following the commencement of the applicable Fiscal Year.

5.2 Subsidy Payment Amounts and Adjustments.

(a) The 15-Year Cash Flow is the Parties' current expectations of Operating Costs and Shortfalls during the Term. The Parties anticipate that the amount of the First Subsidy Payment and each subsequent Subsidy Payment shall be as shown on **Exhibit A**. The First Subsidy Payment amount reflects the Shortfall for the Fiscal Year starting on the Effective Date. Notwithstanding the foregoing initial calculations of the 15-Year Cash Flow and the Subsidy Payment amounts, however, each Subsidy Payment (including the First Subsidy Payment) is subject to further adjustment pursuant to this Section and City's annual review and approval of the applicable Annual Operating Budget. The City shall reduce the subsequent Subsidy Payments by the amount of any funds held in the Subsidy Reserve Account.

(b) The total amount of all Subsidy Payments made hereunder shall not exceed the Grant Amount. If the total amount of all Subsidy Payments made hereunder equals the Grant Amount at any time prior to the expiration of the Term, no further Subsidy Payments shall be made hereunder. If any Subsidy Payment would, if made, cause the total amount of all Subsidy Payments made hereunder to exceed the Grant Amount, such Subsidy Payment shall be accordingly reduced so the total amount of Subsidy Payments made hereunder equals the Grant Amount.

5.3 Use of Grant Funds. Grantee shall use the Grant Funds only for Operating Costs and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Annual Operating Budget.

5.4 Conditions Precedent to Payment of First Subsidy Payment. Grantee shall fully satisfy each of the following conditions prior to delivery of the First Subsidy Payment.

(a) Grantee must have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) this Agreement (in triplicate); (ii) the Opinion; and (iii) the Authorizing Resolutions.

(b) Grantee must have delivered its Charter Documents to the City.

(c) Grantee shall be in compliance with all of its obligations under the Ground Lease.

(d) Owner shall be in compliance with all of its obligations under City Loan Documents and the Project Loan Documents.

(e) The Services Agreement must be fully executed.

(f) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of the First Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DPH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.

(f) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of the Initial Subsidy Payment is to be disbursed hereunder.

5.5 Conditions Precedent to Payment of Subsequent Subsidy Payments. Grantee shall fully satisfy each of the following conditions prior to delivery of any Subsequent Subsidy Payment:

(a) Grantee shall be in compliance with all of its obligations under the Ground Lease.

(b) Owner shall be in compliance with all of its obligations under the City Loan Documents and the Project Loan Documents.

(c) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of any Subsequent Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DPH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.

(d) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of such Subsidy Payment is to be disbursed hereunder.

ARTICLE 6
REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports; Operating Statements.
Grantee must file electronically with the City no later than one hundred twenty (120) days after the end of Grantee's calendar year annual report forms (the "Annual Monitoring Report") that include audited financial statements including any management letters; an income and expense statement for the Project covering the applicable reporting period "Operating Statement"; a statement of balances, deposits and withdrawals from all Accounts; and evidence of required insurance. The Annual Monitoring Report must be in substantially the form attached as Exhibit G or as later modified by MOH during the Term.

Such Annual Monitoring Report shall include a list of the Operating Costs paid by Grantee during such applicable prior Calendar Year and Grantee's certifications that (a) the total Grant Funds received by Grantee as of the end date of the applicable Calendar Year have been used only to pay Operating Costs, (b) all of Grantee's representations and warranties in this Agreement remain true and correct in all material respects as if made on the end date of such the applicable Calendar Year, (c) there is no Event of Default by Grantee as of the end date of the applicable Calendar Year, and (d) the party signing the Annual Monitoring Report is an officer of Grantee authorized to do so on Grantee's behalf.

6.2 Organizational Documents. Prior to the Effective Date, Grantee shall provide to City the following documents (collectively, the "Charter Documents"): a certified certificate of status and its partnership agreement, a certified copy of its certificate of partnership, and the organizational documents of its general partner. All certified documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form and as amended from time to time.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. As noted in Section 6.1, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Calendar Year, an audited balance sheet and the related statement of income and cash flows for such Calendar Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, including any management letters supplied by the auditors.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of Operating Costs and Project Income and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Operating Costs incurred and paid and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later. Grantee agrees to maintain and make available to MOH, during regular business hours, accurate books and accounting records relating to the Project and the Tenants. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon MOH by this Section. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.

6.6 Inspection and Audit. Grantee shall make available to MOH, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit MOH, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of MOH pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Grantee acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to Ten Thousand Dollars ($10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

6.8 **Project Monitoring Generally**. Grantee understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Grantee acknowledges that the City may also conduct periodic on-site inspections of the Project. Grantee must cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.

6.9 **Notice Requirement for Changes in Director Positions**. Grantee must provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.

ARTICLE 7
TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest

created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Earned Income Credit (EIC) Forms. Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Grantee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

(c) Any Subcontract entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this Section.

(d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee shall be a limited liability company or a limited partnership, and Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner, or the general partner's sole member of the general partner (if general partner is a limited liability company), is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed, and which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to MOH in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact

necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the 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, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOH if it becomes aware of any such fact during the term of this Agreement.

8.5 [Intentionally Omitted]

ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10
INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

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

(b) Commercial General Liability Insurance with limits not less than One Million Dollars ($1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars ($1,000,000) each claim.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) 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 insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder 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.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, or in any other document submitted to City under this Agreement is found by City to be false or misleading when made.

(b) **Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations.** Grantee uses Grant Funds for any purpose other than for the payment of Operating Costs (or reimbursement for its advance payment thereof), fails to use the Subsidy Payments it receives to pay Operating Costs (or reimbursement for its advance payment thereof), or otherwise fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due, or if such breach can not be cured in ten (10) days, then City shall not exercise its remedies hereunder as long as Grantee continues to diligently pursue a cure of the breach; provided, however, that: (i) in the case of an improper use of Grant Funds, in no event shall such cure period extend beyond thirty (30) days after the date on which such performance or observance is due, and (ii) in the case of other defaults under this Section 11.1(b), in no event shall such cure period extend beyond ninety (90) days after the date on which such performance or observance is due.

(c) **Default under Ground Lease, City Loan Documents, Project Loan Documents or Services Agreement.** Grantee defaults under the Ground Lease (after expiration of any grace period expressly stated in any such agreement), Owner defaults under any City Loan Document or any of the Project Loan Documents (after expiration of any grace period expressly stated in any such agreement), or Tenant Services Contractor defaults under the Services Agreement (after expiration of any grace period expressly stated therein); provided however that a default by Tenant Services Contractor under the Services Agreement shall only be a default under this Agreement so long as Tenderloin Neighborhood Development Center (or an affiliate thereof) is the Tenant Services Contractor.

(d) **Voluntary Insolvency.** Grantee or Owner (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment

for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or Owner, respectively, or of any substantial part of Grantee's or Owner's property, respectively or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency**. Without consent by Grantee or Owner, as applicable, a court or government authority enters an order, and such order is not vacated within 60 days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or Owner, respectively, or with respect to any substantial part of Grantee's or Owner's property, respectively, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee or Owner.

(f) **New Encumbrances**. Any lien is recorded against all or any part of the Real Property, the Ground Lease or the Project without MOH's prior written consent, and the lien is not removed from title or otherwise remedied to MOH's satisfaction within thirty (30) days after Grantee's receipt of written notice from MOH to cure the default, or, if the default cannot be cured within a thirty (30) day period, Grantee will have sixty (60) days to cure the default, or any longer period of time deemed necessary by MOH, provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.

(g) **Damage or Destruction**. All or a substantial or material portion of the Project is damaged or destroyed by fire or other casualty or is condemned, seized or appropriated by any non-City governmental agency or subject to any action or other proceeding instituted by any non-City governmental agency for any purpose with the result that the Project cannot be operated for its intended purpose.

(h) **Dissolution**. Grantee, Grantee's general partners, Owner, or Owner's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days, or all or substantially all of Grantee's or Owner's assets, respectively, are sold or otherwise transferred except as permitted.

(i) **Assignment**. Without MOH's prior written consent, Grantee assigns or attempts to assign any rights or interest under this Agreement or encumber its interests hereunder, whether voluntarily or involuntarily, or voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Grantee or of its right, title or interest in the Project or the Real Property, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion (c) transfers of any limited partnership or membership interest in Grantee to an investor pursuant to the tax credit syndication of the Project or any subsequent transfer of a limited partnership interest in Grantee by an investor limited partner in Grantee, or any direct or indirect transfer of a limited partnership interest or membership interest in any investor limited partner in Grantee; (f) any transfer permitted under the City Documents; or (g) the grant or exercise of an option agreement between Grantee and Grantees general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.

(j) **Account Transfers**. Without MOH's prior written consent, to the extent such consent is required pursuant to this Agreement, Grantee transfers, or authorizes the transfer of, funds in any account required or authorized under this Agreement.

(k) **Changed Financing Condition.** Any material adverse change occurs in the financial condition or operations of Grantee or Owner, such as a loss of services funding or rental subsidies (excluding the reduction of any Subsidy Payment hereunder) that has a material adverse impact on the Project.

An Event of Default under this Agreement that remains uncured shall be a default under the City Loan Documents.

11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished. In the event of such termination, the City will allow Grantee to use previously disbursed Subsidy Payment funds to pay for only Operating Costs incurred prior to the termination date. The remaining balance of any Subsidy Payment not used to pay for previously incurred Operating Costs must be returned to the City.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the MOH Loan Agreement or any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement, any other City Document and/or Applicable Laws. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12
DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to

inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) 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 benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. The Grantee acknowledges and agrees that the financial projections and audited financial statements required under this Agreement shall be public records subject to disclosure upon request.

ARTICLE 13
ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Section 13.1 shall not prevent transfers that are expressly permitted under the City Loan Documents.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. Grantee shall not subcontract or assign any portion of this Agreement to any other party without the prior written consent of City; notwithstanding the foregoing, Grantee may subcontract for property management and maintenance without the consent of the City.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14
INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from MOH or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, (c) sent by facsimile (if a facsimile number is provided below), provided that a copy of such notice shall be deposited in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

If to MOH or City: Mayor's Office of Housing
One South Van Ness, 5th Floor
San Francisco, CA 94103
Attn: Asset Manager
Telephone No.: 415-701-5500
Facsimile No.: 415-701-5501

If to Grantee: 220 Golden Gate Master Tenant, LP
201 Eddy Street
San Francisco, CA 94102
Attention: Executive Director

With a copy to: _____
_____
San Francisco, CA 94103
Attn: Vice President

With a copy to: _____
_____
Attention: General Counsel

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report

of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.

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

ARTICLE 16
COMPLIANCE

16.1 Left blank by agreement of the Parties.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, 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 such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or 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 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 Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of Fifty Dollars ($50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment

inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this Section.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount , whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with its activities hereunder and shall comply at all times with the provisions of the ADA.

16.8 Requiring Minimum Compensation for Employees.

a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the then-current requirements. Any subcontract entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.

c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee

f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Grantee 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 MCO.

i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Grantee later enters into an agreement or agreements that cause Grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed $25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee 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 $50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee.

Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

16.10 First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not

exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this Section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this Section. In the event Grantee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of

the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 **16. Supervision of Minors**. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care.

If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3).

If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian.

Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee.

Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 **Protection of Private Information.** Grantee agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Grantee agrees to all of the following:

(a) Neither Grantee nor any of its subgrantees shall disclose Private Information obtained from the City in the performance of this Agreement to any other subgrantee, person, or other entity, unless one of the following is true:

(1) The disclosure is authorized by this Agreement;

(2) The Grantee received advance written approval from the Contracting Department to disclose the information; or

(3) The disclosure is expressly required by a judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) "Private Information" shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Grantee to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Grantee, or bring a false claim action against Grantee.

16.15 Public Access to Meetings and Records. If the Grantee 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 Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee 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. The Grantee 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. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This Section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 *et seq.*) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 *et seq.*).

Any failure of Grantee to comply with this Section shall constitute an Event of Default of this Agreement.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Slavery Era Disclosure.

(a) Grantee acknowledges that this Agreement shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

(b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or $1,000, whichever is greatest as determined by the Director. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.

(c) Grantee shall maintain records necessary for monitoring their compliance with this provision.

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17
MISCELLANEOUS

17.1 No Waiver. No waiver by MOH or City of any default or breach of this Agreement shall be implied from any failure by MOH or City to take action on account of such default if such default persists or is repeated. No express waiver by MOH or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or MOH of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by MOH or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other

legal remedy, be referred to the director or president, as the case may be, of MOH who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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

Exhibit A, Projected Project Subsidy Payments
Exhibit B, LOSP Client Selection Criteria
Exhibit C, Real Property Legal Description
Exhibit D, Form of Referral Report
Exhibit E, Annual Operating Budget for Initial Operating Period and 25-Year Cash Flow
Exhibit F, Lobbying/Debarment Certification Form
Exhibit G, Annual Monitoring Report
Exhibit H, Tenant Selection Plan Policy
Exhibit I, Tenant Screening Criteria Policy

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

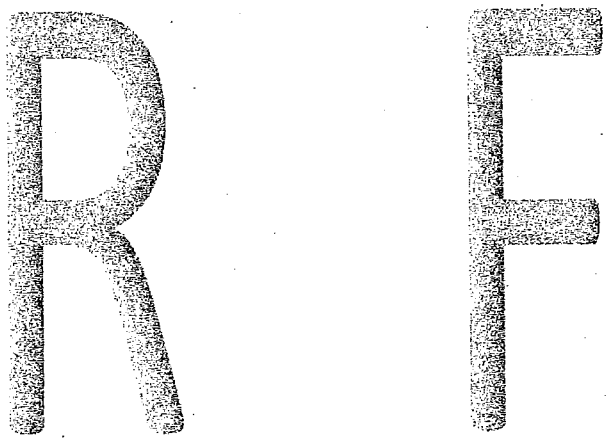
17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

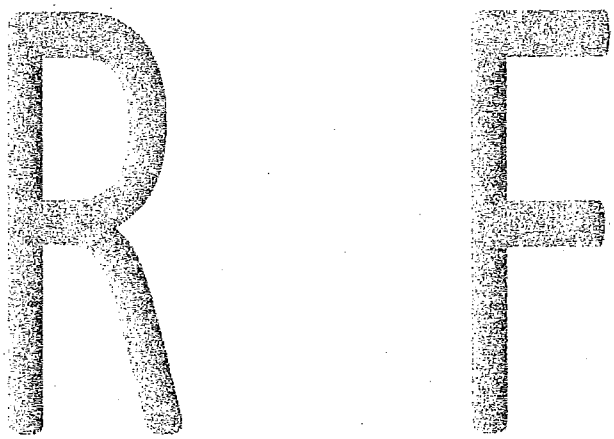
Section 6.4	Financial Statements.	Section 6.8	Ownership of Results.
Section 6.5	Books and Records.		
Section 6.6	Inspection and Audit.		
Section 6.7	Submitting False Claims; Monetary Penalties		

Article 7	Taxes
Article 9	Indemnification and General Liability
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous

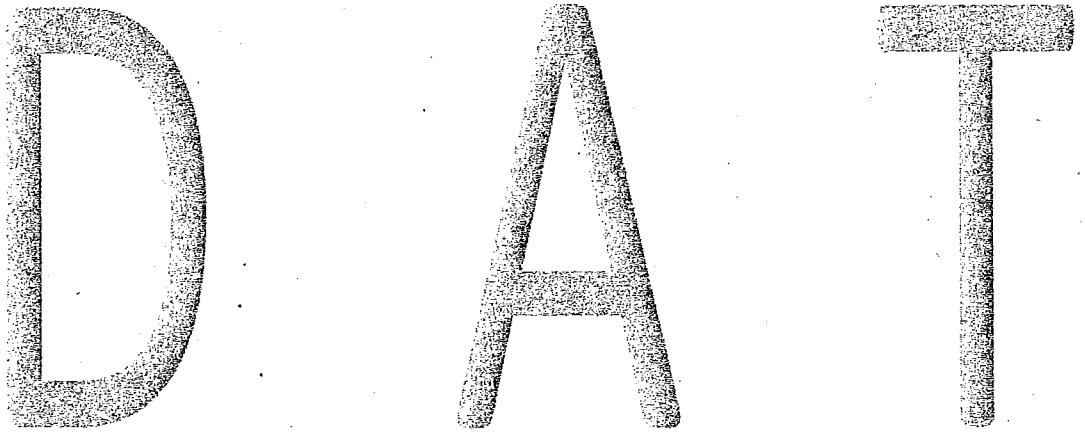


17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.



[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Edwin M. Lee
Mayor

By: _____
Olson Lee
Director, Mayor's Office of Housing

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Section 16.2, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

220 Golden Gate Master Tenant, LP,
a California limited partnership

By: 220 Golden Gate Historic Corporation, a California corporation, its Managing General Partner

Name: _____
Its: _____

Federal Tax ID #: _____

City Vendor Number: _____

Exhibit A1/A2 – Project Annual Subsidy Payments

220 Golden Gate Avenue
12/1/2012

Exhibit A-2: LOSP Funding By Calendar Year

	n/a	12/1-12/31	TOT	Total Months
2012	$0.00	$82,013.00	$82,013.00	1
	1/1-6/30	7/1-12/31	TOT	Total Months
2013	$492,079.00	$492,079.00	$984,158.00	12
2014	$507,035.00	$507,035.00	$1,014,070.00	12
2015	$522,593.50	$522,593.50	$1,045,187.00	12
2016	$538,777.00	$538,777.00	$1,077,554.00	12
2017	$555,610.00	$555,610.00	$1,111,220.00	12
2018	$573,117.50	$573,117.50	$1,146,235.00	12
2019	$585,450.00	$585,450.00	$1,170,900.00	12
2020	$603,075.50	$603,075.50	$1,206,151.00	12
2021	$622,693.00	$622,693.00	$1,245,386.00	12
2022	$643,093.00	$643,093.00	$1,286,186.00	12
2023	$664,305.50	$664,305.50	$1,328,611.00	12
2024	$686,362.00	$686,362.00	$1,372,724.00	12
2025	$709,294.50	$709,294.50	$1,418,589.00	12
2026	$736,996.50	$736,996.50	$1,473,993.00	12
	1/1-6/30	7/1-11/30		
2026	$824,804.00	$687,336.67	[redacted]	11
			$18,475,117.67	180

Exhibit A-1: LOSP Disbursement Schedule By Fiscal Year

		n/a	TOT	Total Months
n/a		$0.00	$0.00	0
sent to sponsor btwn 7/1 & 9/1	12/1-12/31	1/1-6/30	TOT	Total Months
2012-13	$82,013.00	$492,079.00	$574,092.00	7
	7/1-12/31	1/1-6/30		
2013-14	$492,079.00	$507,035.00	$999,114.00	12
2014-15	$507,035.00	$522,593.50	$1,029,628.50	12
2015-16	$522,593.50	$538,777.00	$1,061,370.50	12
2016-17	$538,777.00	$555,610.00	$1,094,387.00	12
2017-18	$555,610.00	$573,117.50	$1,128,727.50	12
2018-19	$573,117.50	$585,450.00	$1,158,567.50	12
2019-20	$585,450.00	$603,075.50	$1,188,525.50	12
2020-21	$603,075.50	$622,693.00	$1,225,768.50	12
2021-22	$622,693.00	$643,093.00	$1,265,786.00	12
2022-23	$643,093.00	$664,305.50	$1,307,398.50	12
2023-24	$664,305.50	$686,362.00	$1,350,667.50	12
2024-25	$686,362.00	$709,294.50	$1,395,656.50	12
2025-26	$709,294.50	$736,996.50	$1,446,291.00	12
	7/1-12/31	1/1-6/30		
2026-27	$736,996.50	$824,804.00	$1,561,800.50	12
	7/1-11/30			
2027-28	$687,336.67		$687,336.67	5
			$18,475,117.67	180

Exhibit B - Kelly Cullen Community Resident Selection Criteria and Marketing Plan

TENDERLOIN NEIGHBORHOOD DEVELOPMENT CORPORATION

KELLY CULLEN COMMUNITY

RESIDENT SELECTION CRITERIA AND MARKETING PLAN

PROJECT DESCRIPTION

Kelly Cullen Community will provide housing to 172 formerly homeless people and will be home to a Department of Public Health Medical and Wellness Clinic. In addition to these services, the historic theater and common spaces at Kelly Cullen Community, including a media room and roof garden, will provide social activities and recreational opportunities for residents of the Tenderloin. The project scope for the rehabilitation of the former YMCA fitness and hotel facility has included restoring and preserving a historic auditorium, gymnasium, lobby, atrium, mezzanine and re-introducing a grand entry staircase.

The rehabilitated building will house a health and wellness center operated by San Francisco's Department of Public Health to serve the low-income Tenderloin neighborhood, where many residents can not afford the high cost of health care. The building will also provide approximately 1,450 square feet of retail space to help revitalize the neighborhood.

The building's 172 efficiency studio units will average 235 net square feet with private bathrooms and kitchenettes that include a sink, refrigerator, cook-top stove, microwave, and cabinets. Common space amenities include community lounges, a library and media room, a community kitchen, laundry facilities, secured entry, an historic auditorium and gymnasium, and a landscaped roof deck.

TNDC's Social Workers will provide on-site support services for the building's formerly homeless tenant population, many with behavioral and physical health needs.

PURPOSE OF TENANT SELECTION PLAN

The purpose of the Tenant Selection Plan is to establish fair and equitable guidelines for selecting applicants to occupy these housing units. All applicants must complete an initial certification of income and assets, and meet all eligibility criteria, prior to being offered a unit. The criteria listed below apply to all applicants applying for residency to the Kelly Cullen Community and are in addition to the application process and requirements for the Department of Public Health's Direct Access to Housing (DAH) program.

An applicant must complete and sign an application in order to be considered for admission for housing. An applicant will be processed and considered *conditionally* eligible for housing based solely on statements given on the application form. **Acceptance of an application by TNDC does not assure the applicant housing at the building.**

As a condition of admission to any unit in the project, an applicant must sign any releases and consents authorizing any federal, state, or local agency, company, or organization to furnish or release to TNDC such information as TNDC and the applicable project regulations determine to be necessary.

AFFIRMATIVE MARKETING AND COMMUNITY OUTREACH

Policy on Non-Discrimination

It is the policy of Tenderloin Neighborhood Development Corporation (TNDC) 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, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act and any legislation protecting the individual rights of tenants, applicants, or staff.

TNDC shall not discriminate on the basis of race, color, ancestry, national origin, sex, sexual orientation, familial status, religion, age, marital status, disability, HIV/AIDS status, source of income, or place of residence in the leasing, rental, or other disposition of housing or related facilities.

Advertisement

TNDC does not accept applications for housing directly for Kelly Cullen Community. All applicants will be referred to Kelly Cullen Community by the Department of Public Health (DPH).

Marketing Records

The property shall keep records of its activities in implementing the affirmative marketing plan, including records of advertisement and other community outreach efforts. Racial and ethnic characteristics of tenants will be maintained at the management office and will be updated annually for the Mayor's Office of Housing and the Department of Housing and Urban Development.

Reasonable Accommodation or Modification

TNDC will apply the same screening criteria to all applicants. TNDC complies with applicable laws and regulations intended to offer applicants with disabilities additional consideration in the application of rules, policies, and practices, or services and structural alterations, intended to enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program. TNDC is not, however, required to make an accommodation or physical modification if the accommodation or modification will be an undue financial or administrative burden to the building or if it requires TNDC to fundamentally alter or change the nature of the housing program. If the disability is not obvious, TNDC will require reliable third party verification of the disability and the needed accommodation. TNDC will make all efforts to comply with a requested accommodation, and if TNDC finds that the accommodation requested is not reasonable, TNDC will make all efforts to find an accommodation that is both effective and reasonable.

Reasonable accommodation for persons with disabilities will be provided at all stages of the application, interview, selection and residency process. If an applicant knows before submitting a rental application to TNDC that s/he will not meet TNDC's Resident Selection Criteria and believes his/her inability to meet TNDC's Resident Selection Criteria is due to a disability, the applicant may request a reasonable accommodation with the rental application submittal. All reasonable accommodation requests and requests for an appeal or grievance hearing will be forwarded to the Section 504 Coordinator who is TNDC's designated person to oversee its Section 504 Compliance efforts.

Questions or requests for assistance regarding any aspect of the application process may be directed to the General Manager, Assistant Manager, or other members of the leasing staff at the property.

*** Applicants may also reach the Section 504 Coordinator, Brandon Flannery, Compliance Manager of Property Management, at (415) 776-2151 and **TDD** users may dial (415) 776-4819 ***

ELIGIBILITY FOR HOUSING UNITS

During the initial lease-up of Kelly Cullen Community, TNDC will process applicants in the order as they are received from DPH. Advertisements for vacant units will inform prospects that they must be referred directly from DPH in order to qualify for residency at Kelly Cullen Community.

During regular building operations, TNDC will take applications from DPH for housing units on a first-come, first-served basis when the property has vacant units or is expecting vacancies in the near future. Applicants must meet all project requirements to be eligible.

All applicants must pass a resident selection screening and have their income and assets third-party certified in order to move in to any unit.

DPH DAH Units

These units will be filled by homeless or at-risk of homeless adults with multiple chronic illnesses who are at risk for either acute hospitalization or long-term institutionalization. Applicants will be referred to TNDC by the Department of Public Health (DPH) Direct Access to Housing (DAH) program. DAH units are funded by the City and County of San Francisco's Local Operating Subsidy Program (LOSP) and will comply with LOSP requirements during the period in which the LOSP is in operation and the City provides such subsidy to the Project.

MHSA Units

These units are funded by the Mental Health Services Act (MHSA)(Full Service Partnership providers will refer consumers to DAH with documentation of homelessness and a certification of disability status in accordance with San Francisco MHSA guidelines.

TCAC ARRA Units

These units are funded by the California Tax Credit Allocation Committee American Reinvestment and Recovery Act. TCAC ARRA unit residents are filled by homeless or at risk of homelessness adults who must also meet one of these criteria: diagnosed, disabling mental illness; or documented HIV positive test result or diagnosis of AIDS; or verification of substance abuse disability. Applicants will be referred to TNDC by the Department of Public Health (DPH) Direct Access to Housing (DAH) program (DPH-DAH).

APPLICATION AND INTERVIEW PROCESS

1. **Referral.** Upon initial lease up of the project or as vacancy occurs, Property Management staff will alert DPH of vacancies. DPH will send applications to the TNDC Social Work Unit Manager. The TNDC Property Management Unit will work in concert with designated supportive services providers (e.g. DPH-DAH, TNDC Social Services Unit staff) to process applications and determine eligibility. The Social Work Unit Manager will then provide appropriate sections of the application to the Social Work and Property Management staff to process.

2. **Interview.** All applicants must have a personal eligibility interview with TNDC Property Management staff at which TNDC will explain the Resident Selection Criteria and process the paperwork to determine eligibility. Property Management staff will call the applicant to schedule the eligibility interview and will alert and coordinate with Social Work staff so that s/he will be present. All applicants will meet with Property Management staff at the beginning of the interview and will then proceed immediately thereafter to meet with the TNDC Social Work staff along with their outside Case Management staff from their referring agency.

3. **Submit Application.** All prospective tenants shall complete and submit a TNDC rental application at the time of the eligibility interview and will be asked to sign forms that will be sent out to verify the information given on the application (e.g., income and asset information) prior to any offer to rent a unit. False, inaccurate or incomplete information may disqualify a prospective tenant. Intentionally providing false information on any part of the application is considered fraud and may result in failure of the applicant to obtain a TNDC unit, or if discovered after an applicant becomes a tenant, may result in loss of the housing unit.

4. **Applicant Identification Requirement.** TNDC requires that all initial tenant application paperwork include proof of current and valid government-issued identification of the applicant. Applications without appropriate identification must be returned to DPH. The only standing exception to this policy is instances where the applicant is an undocumented foreign resident without a visa who is unable to secure identification from their country of emigration. Any other exceptions to this policy must be approved in advance by the Compliance Manager.

5. **Background Check.** TNDC will run an eviction history and criminal background check. The General Manager will request criminal and eviction checks from a reputable service on each applicant within one business day of receiving the Application Packet. The three required components of the background check are: Unlawful detainer/housing history, social security and local criminal history. A history of evictions or illegal criminal behavior will not necessarily disqualify an applicant; however, this history will be discussed with the applicant, in order to assess the applicant's commitment to avoiding repeating the same behavior that caused prior evictions. If a decision cannot be made based on the first interview, in lieu of immediate rejection the Property Management Unit may require a second interview with the applicant, to address the specific issue(s) that would otherwise cause rejection of the application (e.g., if the background check shows evictions, incarceration, or charges related to violence or housing). TNDC (Property Management and Social Work Unit) and Service Partner Agencies (DPH-DAH) may meet with the applicant separately from the intake/interview process to address those specific issues.

6. **Eligibility Guidelines.** In addition to meeting specific DAH and/or MHSA Program criteria, TNDC will use the following eligibility guidelines when determining each applicant's eligibility for residency.

    a. Applicants must be a direct referral from the San Francisco Department of Public Health.

    b. Applicants must be income eligible as per the regulations of the Mayor's Office of Housing of which is at or below 50% of the San Francisco Adjusted Area Median Income as provided annually by the San Francisco Mayor's Office of Housing. *(Please see Attachment A for these income guidelines.)*

    c. Applicant's household must meet the minimum and maximum occupancy standard for unit size: efficiency studio – 2 persons.

    d. Applicants must have current, legal government-issued (government does not mean exclusively the United States) photo identification (driver's license, state-issued identification card, passport, or any other government issued photo identification). Examples of unacceptable identification include: Muni cards, check cashing identification, and other privately issued identification.

    e. Applicants must intend to use the unit as his or her principal place of residence. Staff will ask the applicant if they will maintain any other residence during the period of their lease.

    f. A Verification of Homeless certification will be requested and required. *(DAH will obtain written verification from the referring agency to certify that the applicant is homeless or at-risk of homeless.)*

g. Applicants must be able to live independently with or without assistance and to maintain housing in accordance with local health standards.

h. For units specifically designated for those with a diagnosis of being Mentally Ill/Disabled, third-party verification must be provided by the agency responsible for determining eligibility for the designated unit (e.g., the MHSA-funded Full Service Partnership referring the applicant will provide MHSA certification).

i. All income and assets will be verified by TNDC via third party confirmation, i.e. verification form completed by employer, verification form completed by a financial institution, etc. In addition to the third party verification, applicants must submit certain second-party verification documentation, such as three months consecutive paychecks, three months consecutive bank statements, a letter from Social Security and/or Public Assistance, etc.

7. **Disqualification Guidelines.** Disqualification may result from:

   a. Two evictions in the past seven years;

   b. An applicant who has past eviction(s) strictly for non-payment of rent, will not be automatically declined under the eviction history criterion. *(It is a condition of eligibility that each applicant will have a verified payee to assist them with timely rent payment upon move-in, and throughout residency as it is essential to ensure timely payment of rent)*;

   c. A felony drug-related conviction or conviction of producing or selling drugs in the past three years;

   d. A conviction for violence in the past five years or any conviction for a sex offense;

   e. A criminal report that demonstrates a history of burglary, robbery, vandalism, violence or other crimes against persons or property in the last five years may be a basis for disqualification. *The Property and Social Work Unit Team may interview the applicant a second time to address those specific issues.*

   f. All the information in the application must be truthful and accurate. Applicants who knowingly provide falsified information will not be selected (this provision shall not apply to minor mistakes that in fact provide no benefit to the applicant).

   g. If the applicant is abusive, blatantly disrespectful, disruptive or otherwise exhibits behaviors that would indicate the applicant may pose a significant threat and/or danger to him or herself and/or other tenants or property during the required interview, or such threatening behavior is witnessed by TNDC staff outside of the interview or is otherwise known to TNDC staff by credible, objective evidence to exhibit any of these behaviors, the applicant will not be accepted. The housing interview will also be terminated if the applicant is clearly unable or unwilling to actively participate in the interview for housing. *(Serious or repeated behavior of this type by the applicant may result in denial of the application.)*

8. **Second Interview.** The Property Management Team may require a second interview with the applicant, to address the specific issue(s) that would otherwise cause rejection of the application when at least one of the following conditions are true:

   - Applicant displayed volatile behavior during the interview process and/or made statements to the effect that physical violence is a viable way of resolving conflict;

- General Manager becomes aware of documented, recent (in the past seven years) history of violent crimes including arson, armed burglary, rape, child molestation, domestic violence and/or murder;

- General Manager becomes aware of recent (last seven years) history of evictions/housing challenges due to violence or the threat of violence against staff or tenants.

- General Manager becomes aware of some other troubling situation **and** the Section 504 Coordinator agrees that a 2nd interview is warranted.

Upon Section 504 Coordinator approval, the General Manager may set up a second interview for the purpose of asking the applicant about the specific information that triggered the interview. The Social Work Unit may be asked to participate.

9. **Approval of Applicant.** Once a final housing decision has been made, Property Management will notify the applicant and designated referring case manager with the referring agency (e.g., MHSA or FSP) of its decision in writing and will copy the TNDC Social Work Unit on all communications. Property Management will also notify the DAH Clinical Intake Coordinator of all applicant outcomes by completing the DAH Referral Outcome form within five (5) days after making the final housing decision. The General Manager will schedule an appointment for the applicant to pay the move-in costs and sign a lease agreement and meet with Property Management and the Social Work Unit to conduct the New Tenant Orientation. The term of the lease shall commence for a period of one (1) year (and thereafter, on a month to month basis), until either party terminates the lease. Applicants must accept the first offer of apartment (qualified applicants will be offered only one apartment.)

10. **TNDC may hold a unit for an applicant for up to seven (7) days from the offer date**, upon provision of the security deposit or "promise to provide" from an agency participating in a rental/move-in assistance program, e.g., Season of Sharing.

11. **If the applicant does not wish to rent an available unit or fails to move in on the agreed upon date,** the applicant will be disqualified, his/her application will be declined, and the unit will be offered to the next qualified applicant.

12. **Rejection and Appeal Process.** An applicant may be denied at any time if they have not met one or more of the Resident Selection Criteria. TNDC Property Management staff will consult with TNDC Social Work Unit and the Medical Director of DAH and others when considering the rejection of an applicant. **The General Manager must consult with and get the approval of the Section 504 Coordinator before taking this step.** If an applicant is denied, s/he will be notified by a letter which will state the reason for denial.

    A DAH applicant may be withdrawn from consideration if:

    - Within ten (10) business days of notification, the applicant fails to respond to the housing site for the required Property Management interview and the Social Work Unit orientation;
    - Within ten (10) business days of being contacted by on-site staff, the applicant fails to follow-up; or
    - Within ten (10) business days of being offered a lease, the applicant fails to contact the housing site.

    If an applicant loses consideration, Property Management will submit to the DAH Intake Team the required DAH Intake Referral Form to indicate that the applicant was not housed.

    The applicant has fourteen (14) days after the date of the denial letter to submit a written appeal to TNDC Appeals – 201 Eddy Street, San Francisco, CA 94102. If a denial letter is sent to an applicant, and no response or new evidence is received within fourteen (14) days, TNDC will close the file permanently.

An appeal must consist of documentation refuting the stated reason for rejecting the applicant or requesting a reasonable accommodation and the basis for such an accommodation. TNDC will consider any mitigating circumstances that the applicant feels would have an effect on their application and that would overcome or outweigh information already gathered in the resident screening process. Mitigating circumstances must be documented in the appeal, and must corroborate the reason(s) given by the applicant for the disqualifying circumstances.

TNDC will notify the applicant of their final decision within fourteen (14) days of receiving the applicant's written notice of appeal, unless further information or research is required to give full consideration to the appeal.

INCOME ELIGIBILITY REQUIREMENTS

In order to be eligible for a unit, the applicant's gross annual income cannot exceed the Area Median Income for the programs as provided in Attachment A.

PREFERENCES

Applicants with preferences are selected from the waiting list and receive an opportunity for a unit sooner then those without preferences. These preferences are to ensure that housing opportunities will be provided for all, especially for those who may need it the most. This does not mean that the general applicant will not receive housing; instead it simply implies that the preferences affect only the order of applicants on the waiting list. Management will inform all applicants about available preferences and give all the opportunity to show that they qualify for that preference(s).

HUD 221(d)(3) Statutory Preference

TNDC will give preference to applicants who otherwise meet the eligibility criteria who have been displaced from units by government action or a presidentially declared disaster. This will be verified through the displacing agency or by reviewing documentation provided by government agency as necessary.

Listed below are two preferences that apply equally across TNDC housing:

City-funded Rehab Displacement

TNDC shall give first priority to Certificate of Preference (COP) holders who have been displaced from other units in the City and County of San Francisco by construction or rehabilitation work which has been financed in whole or in part by the City. COP holders are primarily households displaced by the actions of the Redevelopment Agency in Redevelopment Project Areas during the 1960's and 1970's, but may also include other persons displaced by Agency action. This preference will be verified by 3rd party means through the Mayor's Office of Housing or the displacing agency themselves.

Accessible Unit Preference

In the event that an accessible unit designed to meet the special needs of persons with mobility impairments becomes available, preference will be given to a current tenant in the building who requires and has requested an accessible unit. Tenants or applicants may also request a modification to any unit in the building to accommodate special needs as a result of a disability. These needs will be verified via 3rd party with a licensed professional following TNDC Reasonable Accommodation Protocol.

In the event that no tenant is available for transfer, TNDC will request from DPH a new applicant referral to individuals with mobility impairment before filling an accessible unit with an individual who does not need its features. If all efforts do not result in finding such an applicant, the unit will be offered to the next eligible applicant. Should the unit be offered to an applicant or tenant who does not need its modifications, s/he will be required to sign an agreement to transfer to a comparable non-accessible unit within the building should a tenant or applicant require an accessible unit. Failure to transfer as agreed shall be deemed non-compliance with the Lease and be cause for termination of the Lease.

UNIT TRANSFER

At all times preference will be given to a current resident over a new applicant that needs a transfer within a building for Mandatory Administrative Transfers.

Mandatory Administrative Transfers are:

- A transfer for a medical reason certified by a doctor;
- A transfer based on the need for an accessible unit; or
- A transfer based on affordability restrictions.

Transfers do not occur from one property to the next within TNDC's portfolio. Each property is considered a separate entity with individual funding requirements. This means that any TNDC resident desiring to live in another TNDC property must follow the same procedures that a new applicant would follow.

PRIVACY POLICY

It is the policy of TNDC to guard the privacy of applicants as conferred by the Federal Privacy Act of 1974 and to ensure the protection of such applicants' records maintained by TNDC.

Therefore, neither TNDC, 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 TNDC's ability to collect such information as it may need to determine eligibility, compute rent, or determine suitability for tenancy.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained regarding a disability or disability status will be treated in a confidential manner.

ATTACHMENT A

The criteria listed below apply only to the Kelly Cullen Community. For information about eligibility for other TNDC properties, please see the resident selection criteria for that property, or contact the Manager. See the attached Resident Selection Criteria for details about additional eligibility requirements that apply to all TNDC properties.

Unit Mix:

	Number of Units
Efficiency Studios - SRO	172
Night Manager/Exempt Studios	2
Total	174

SPECIAL HOUSING UNITS & PREFERENCES AVAILABLE AT THIS PROPERTY

You may be eligible for a special preference if you: 1) have been displaced from a property under rehab funded by the City and County of San Francisco, 2) require an accessible unit for the disabled. See Resident Selection Criteria for details about eligibility for each type of unit. **Regardless of referral source or special program participation, all applicants must pass a resident selection screening and have their income and assets third-party certified in order to move in to any unit.**

Special Units:

- ADA Units
  - 89 CBC 11A
  - 6 – Visual/Hearing CBC 11A
  - 11 – UFAS-Shower
  - 8 – UFAS-Tub

INCOME ELIGIBILITY REQUIREMENTS

Maximum Income – All Units are required to be at or below 40% AMI; there are 61 units required to be at or below 25% AMI and 111 required to be at or below 40% AMI. Unit assignments will be closely matched to household income levels.

TCAC[1], HUD[2], AND/OR MOH[3] APPROVED MAXIMUM AREA MEDIAN INCOME (AMI) LIMITS FOR SAN FRANCISCO

INCOME LIMITS BY HOUSEHOLD SIZE

	Maximum Yearly Income	Maximum Yearly Income
Area Median Income Limit	25% AMI	40% AMI
1-person Household	$ 19,425	$ 22,200

[1] TCAC: California Tax Credit Allocation Committee, [2] HUD: Housing and Urban Development, [3] MOH: Mayor's Office of Housing

NOTICE OF RIGHT TO REASONABLE ACCOMMODATIONS OR SPECIFIC UNIT

All information you provide is confidential, and will be used only to allow equal opportunity to enjoy your housing & common areas.

If you have a disability and as a result of your disability you need....

- A change in the rules or policies or how we do things that would give you an equal chance to live here and use the facilities or take part in the programs on site,

  For example: allowing service animals, rent reminders, assistance with garbage, waiver of a resident selection criteria or other rule or policy..

- A change in the way we communicate with you or give you information,

  For example: large print, sign language interpreter, audio-tape, captioning

- A change or repair in your apartment or a special type of apartment that would give you an equal chance to live here and use the facilities or take part in the programs on site,

  For example: grab bars, lowered coat racks, flashing fire alarm, doorbell

- A change or repair to some other part of the housing site that would give you an equal chance to live here and use the facilities or take part in the programs on site,

  For example: front-loading washing machines, an accessible intercom system

You may ask for this kind of change, referred to as REASONABLE ACCOMMODATION. You may ask for one of the examples listed above, or any other change you need.

If you can show that you have a disability and if your request is reasonable (i.e., does not pose an undue financial or administrative burden or fundamentally alter the nature of the housing program), we will try to make the requested changes.

We may ask you to submit a REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATIONFORM, which the Building Staff can help you fill out. Please notify us if you would like to submit your request by some other method. We will respond to your request after receiving a CERTIFICAION OF NEED FORM verifying your need for the requested changes.

Attachment to Resident Selection Criteria and Marketing Plan

Applicant Referral and Certification Process
San Francisco Department of Public Health

I. Introduction

The San Francisco Department of Public Health, Community Behavior Health Services (CBHS) established this Mental Health Services Act (MHSA) Housing Program Applicant Referral and Certification Process ("Process").

The community planning process for San Francisco's CSS Plan identified the service priorities of the MHSA target population by age group. Subsequently San Francisco initially funded eight Full Service Partnership / Intensive Case Management (FSP/ICM) programs: two for children, youth, and families; two for transition-aged youth (TAY); three for adults; and one for older adults. The CSS Plan identifies supportive housing as a priority service need and service strategy for three of the four target population age groups: TAY, adults and older adults. Accordingly, CBHS designed its MHSA Housing Program to meet the housing needs of these target populations in coordination with designated FSP/ICMs.

II. Threshold Eligibility for MHSA Housing Program

A. MHSA Housing Program Eligibility

1. Homelessness

   To be considered "homeless," the individual must be moving from emergency shelter or transitional housing, or the individual must be currently homeless, meaning that s/he:

   a. Lacks fixed, regular and adequate nighttime residence, or
   b. Has a nighttime residence that is a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), or
   c. Has a nighttime residence that is an institution that provides a temporary residence for individuals intended to be hospitalized, or
   d. Has a nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2. At-Risk for Homelessness

   To be defined as "at-risk for homelessness," the individual must be:

   a. An individual discharged from an institutional setting, which includes hospitals and acute psychiatric hospitals/health facilities, or
   b. An individual discharged from a skilled nursing facility with a certified special treatment program for the mentally ill, or
   c. An individual currently residing at a crisis and transitional residential setting,
   d. An individual released from County jail, or
   e. An individual temporarily living in Residential Care facility upon discharge from one of the institutional settings cited above, or

f. An individual who is currently receiving SF DPH mental health services and is at imminent risk for homelessness. "Imminent risk" is defined as individuals or families becoming homeless within 14 days.

3. Adult Target Population Criteria for Mental Illness

To meet MHSA criteria for mental illness, the applicant must have:

a. A mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, except those diagnoses that are specifically excluded by the State Department of Mental Health, or

b. Co-occurring Disorders (mental illness and substance abuse or mental illness and a developmental disability), or

c. Other diagnoses or criteria established in the future by SFDPH's Community Behavioral Health Services (CBHS) as allowed by the Mental Health Services Act and in accordance with the priorities identified in the Community Services Supports component of San Francisco's Three-year Program and Expenditure Plan.

AND Applicants must also meet at least one of the following criteria:

a. Functional impairments due to an untreated or under-treated mental illness that prevents engagement in meaningful activities and inability to remain in housing, or

b. Frequent incarceration or psychiatric hospitalizations due to untreated or under-treated illness, or

c. Multiple encounters at public clinics, health and social service agencies resulting in a "revolving door" cycle of unmet service needs, or

d. Special consideration will be given to the ethnically and culturally unserved/underserved populations among the homeless and mentally ill, especially in the African American, Asian, Latino, and multi-ethnic communities.

e. Local Eligibility Criteria

All applicants referred to screening for MHSA housing must also meet eligibility requirements established by SFDPH's Direct Access to Housing (DAH) program, which will be providing operating subsidies to MHSA units.

To qualify for the DAH program, an applicant must:

- Be a San Francisco resident. An applicant must be proven homeless or at-risk of homelessness—in accordance with DAH definitions—in San Francisco.
- Be considered "extremely low-income." An applicant is considered "extremely low" income if his/her income is equal to or less than 30% of median income for San Francisco.
- Enroll and participate in Third-Party Rent Payment services prior to lease signing. Applicants with a pre-existing payee may continue that payee relationship; those lacking a payee will be connected to an authorized service provider through DAH.
- Ability to participate in and complete the application process. This means that the applicant:
  - Is prepared to attend an interview within at least seven (7) days of submitting his/her application, and
  - Is willing to participate in Third-Party Rent Payment, and
  - Is willing and able to live independently in a community setting.

- Meets additional building specific eligibility criteria, if necessary. Some DAH housing sites have additional eligibility criteria based on funding source or target population.

III. Eligibility Certification Process

The SF Department of Public Health commits to a standardized Applicant Certification Application for all potential tenants of the MHSA funded housing units.

The initial pool of potential tenants will be current FSP/ICM applicants who are homeless or at-risk of homelessness as defined by MHSA. At its discretion, SFDPH may expand eligibility to include non-FSP/ICM MHSA applicants using a similar eligibility assessment process.

The DAH Placement Office will track MHSA housing vacancies and will act as the centralized point of entry into vacant units. During initial MHSA rent-up - and thereafter as vacancies become available, the DAH Placement Office will notify relevant FSP/ICMs of vacancies and solicit housing applications. In turn, FSP/ICMs will select eligible prospective tenants to apply for vacancies, ensure that eligible applicants meet all application and certification requirements, and will facilitate the applicant referral process.

FSP/ICMs will also be responsible for securing all eligibility documentation and certifying applicant eligibility using the standardized Tenant Certification Application. The FSP/ICM will submit the completed housing application, along with the Tenant Certification Application, to the DAH Placement Office. The application must be submitted within one week of the FSP/ICM being notified of the vacancy.

Upon receipt of the application, the DAH Placement Office will make sure all information is complete; if incomplete, the DAH Placement Office will contact the referring FSP/ICM and ask that any missing information be provided. The DAH Placement Office will also ensure that all required supporting documentation is included in the application. Such documentation will include:

- Signed documentation indicating that the referral is FSP/ICM-eligible / approved.
- Diagnosis Certification. All referrals from the Full Service Partnerships to MHSA Housing must be accompanied by a copy of the mental health diagnosis from the applicant's clinician.
- Certification of Homelessness. For homelessness, DAH will obtain written verification from the referring agency that the applicant is homeless as certified by staff of:
    - A transitional housing facility, emergency shelter, other shelter designed to provide temporary living accommodations for homeless individuals.
    - An acute psychiatric facility which admitted the individual from homelessness.
    - A hospital which admitted the individual from homelessness.
    - San Francisco City and County jail which admitted the individual from homelessness.
    - If a homeless applicant is coming directly from the streets or other place not meant for human habitation, the verification could come from staff of an outreach, service or other organization that has assisted the applicant in the recent past.
    - If unable to obtain third-party verification, the applicant, PSC or supportive services program staff may prepare a short statement about the person's previous living situation for the applicant to sign.

For documentation of "at-risk-of-homelessness," DAH will obtain from the referring agency written verification from the staff of the following systems and/or institutions:

- For TAY, from the agency from which the youth will exit (e.g., child welfare or juvenile justice systems).
- Hospitals, including acute psychiatric hospitals, psychiatric health facilities.
- Skilled nursing facilities with a certified special treatment program for the mentally ill, and mental health rehabilitation centers.
- Crisis and transitional residential settings.
- San Francisco City and County jail.
- Residential care facilities.
- Certification from an SFDPH service provider when the individual and/or family is at imminent risk of homelessness

IV. MHSA Housing Program Wait List

San Francisco's MHSA Housing Program will not maintain a wait list for MHSA units, per current policy. Rather, when MHSA units become available, the DAH Placement Office will notify the relevant FSP/ICMs of unit availability. FSP/ICMs may opt to maintain an internal referral wait list of their clients in need of housing if they choose.

When a new development in the MHSA Housing program is being rented up, or as previously filled units become vacant, the housing provider will notify the DAH Placement Office. The DAH Placement Office will notify the relevant FSP/ICMs of the unit's availability and solicit applications from FSP/ICM client households of the appropriate size. The FSP/ICM must respond within one week, after which the Housing Liaison will solicit an application from another FSP/ICM or MHSA service agency. The FSP/ICM will establish which client or clients will apply after determining:

- The type of housing available, and
- Any programmatic requirements associated with the development in question.

The FSP/ICM will then assist the client in completing the MHSA Housing Program Applicant Certification Application and application for housing in the specific MHSA housing development.

V. Eligibility Determination for a Specific Unit

The DAH Placement Office will forward applications to the specific development with an MHSA vacancy. The prospective MHSA tenant will then be screened per the development's established screening protocols.

A. Interviews

As part of the application process, each applicant will participate in:

- A housing interview with Property Management.
- An orientation session with appropriate on-site Support Services staff.

To minimize any burden on the applicant, Property Management and on-site Support Services will interview applicants separately but will coordinate the interviews in close succession—on the same day whenever possible.

1. Property Management Interview

Each applicant will participate in a housing interview with Property Management, the scheduling and outcomes of which will be communicated to applicants by the referring FSP/ICM. Each applicant's case manager will accompany him/her to the Property Management interview, which will, on average, last approximately 30 minutes.

The housing provider may only ask the individual questions that are directly related to the individual's ability to meet tenancy requirements. This includes questions about source of income to pay rent, a history of nonpayment of rent, or a history of evictions for failure to maintain the premises. Housing providers may also ask the individual if s/he has a criminal conviction, but the request should be related to the terms and conditions of tenancy and determining whether the individual can comply with the lease.

In screening the individual for tenancy, the housing provider should consider whether any conditions described by the applicant that might typically be grounds for denying tenancy (e.g. non-payment of rent, failure to maintain the premises) could be due in part to the circumstances that resulted in the individual being eligible for MHSA services. For example, a seriously mentally ill individual may have had difficulty maintaining his/her apartment and may thus have been evicted. Consistent with MHSA's intent, the housing provider will consider whether the MHSA services available to the housing unit and/or tenant will enable the prospective tenant to meet the conditions of tenancy.

The final decision of whether to house an applicant rests with the property management team, which may consult with the referring FSP/ICM and on-site Support Services regarding any clinical concerns. After completing the interview and collecting/reviewing all necessary documentation, property management will decide each applicant's referral outcome based on the development's own resident selection criteria.

2. On-Site Support Services Orientation

Each applicant will meet with appropriate building-specific on-site Support Services staff before Property Management determines the applicant's housing outcome. During the session, on-site Support Services will have the opportunity to engage the applicant and referring case manager to discuss clinical issues and/or better assess any need for reasonable accommodation. The orientation will last, on average, between 15 and 20 minutes.

B. Background Checks

Property Management will run applicant background checks prior to interviews being scheduled / taking place as not to create delays in the screening process.

VI. Applicant Approval Notification and Move-In

Once an applicant has been selected for tenancy in a specific unit, the applicant, and applicant's case manager will be notified in writing and provided a specific occupancy date. FSP/ICM staff will be available to assist the individual in making arrangements for and completing the move in.

VII. Applicant Rejection and Notification; Appeals Process

If the individual is not selected for tenancy, the housing provider should notify the applicant and applicant's case manager in writing and provide a basis for non-selection. The housing provider should also notify the individual of his/her right to appeal the decision. Each provider should establish and maintain a process for managing such appeals. The housing provider will also submit a Referral Outcome Form to the DAH Placement Office.

Exhibit C – Legal Description of Real 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:
PARCEL ONE:
Parcel A, as said Parcel is shown upon that certain Parcel Map entitled "Parcel Map No. 5575, Being a 2 Unit Airspace Subdivision" filed on July 21, 2010, in Book 48 of Parcel Maps, at pages 39 through 42, inclusive, Official Records of San Francisco County, State of California.
PARCEL TWO:
All those certain easements and rights as contained in that certain Instrument entitled "220 Golden Gate Mixed-Use Development, Declaration Establishing Reciprocal Easements and Covenants Running with the Land", recorded July 14, 2010, in Official Records under Recorder's Serial Number 2010-I995002-00, upon the terms and conditions contained therein.
APN: Lot 031; (formerly a portion of Lot 004); Block 0345

Exhibit D – Form of Referral Report

City and County of San Francisco
Department of Public Health
Direct Access to Housing (DAH)

_____ _____

Name of Housing Program Date of Referral from DAH

DAH Client ID	Client Name	Client Address/ Contact Information	Status	Date Placed	Comments

DAH Staff Providing Referrals: _____ Telephone: _____

Exhibit E –Annual Operating Budget for Initial Operating Period and 15-Year Cash Flow

agreement date

Kelly Cullen Community
LOSP Update October 2012

		Application Date:	9/11/2011 Revised 10/26/11 and 11/22/11 and 8/28/12		
		Project Name:	Kelly Cullen Community		
		Project Address:	220 Golden Gate Avenue		
		Project Sponsor:	Tenderloin Neighborhood Development Corporation		
			Residential	Non-Residential	Totals	Comments
INCOME						
	Residential - Tenant Rents		751,680	0	751,680	Tenants pay 30% of income as rent
	Residential - Tenant Assistance Payments		984,158	0	984,158	LOSP
	Commercial Space		0	17,400	17,400	1,450 sf at current Residential Tenants' rent for 1 year
	Parking		0	0	0	No parking on site
	Miscellaneous Rent Income		102,901	0	102,901	MHSA COSR
	Supportive Services Income		0	0	0	Services bidded for tenant services
	Interest Income - Project Operations		0	0	0	
	Laundry and Vending		2,000	0	2,000	
	Tenant Charges		1,237	0	1,237	MSP: Late charges, damage charges, key charges
	Miscellaneous Income			0	0	
	Gross Potential Income		1,841,976	17,400	1,859,376	
	Vacancy Loss		(45,816)	(8,700)	(54,516)	5% of Tenant Rents, 5% of MHSA subsidy, 50% for commercial
	EFFECTIVE GROSS INCOME		1,796,160	8,700	1,804,860	
OPERATING EXPENSES						
	Management					
		Management Fee	137,808	0	137,808	$555/do per 2011 HUD for schedule
		Asset Management Fee	16,620	0	16,620	Per MOH fee schedule
		Administrative Rent-Free Unit	12,000	0	12,000	Included in Residential Tenant Rents
		Sub-total Management Expenses	166,428	0	166,428	
	Salaries/Benefits					
		Office Salaries	7,574	0	7,574	Portfolio-wide share of 2011 allocation for Compliance Manager and Compliance Specialist - TH, TNDC allocates salaries for certain positions whose Job Descriptions have those positions working directly with the property Managers on site.
		Manager's Salary	144,627	0	144,627	General Manager, 2 Assistant Managers
		Health Insurance and Other Benefits	135,067	0	135,067	
		Other Salaries/Benefits	187,277	0	187,277	Desk Clerks: 4.6 FTE, Temps, Pro-rata Asst. Facilities Manager, Night Manager
		Sub-total Salaries/Benefits	474,545	0	474,545	
	Administration					
		Advertising and Marketing	554	0	554	
		Office Expenses	44,046	0	44,046	Supplies, Equipment, Postage, Printing, Computer, Tech Support, Professional Fees
		Office Rent	0	0	0	
		Legal Expense - Payment	16,898	0	16,898	
		Audit Expense	33,744	0	33,744	Reznick for Owner LP, Master Tenant LP, LLC, GP, Corp.
		Bookkeeping/Accounting Services	19,836	0	19,836	$9.50/do per 2011 HUD schedule
		Bad Debts	6,186	0	6,186	
		Misc. Business	31,609	839	32,448	Commercial Management fee
		Sub-total Administration Expenses	152,873	839	153,712	
	Utilities					
		Electricity	70,570	0	70,570	Commercial tenant pays PG&E directly
		Water/Sewer	72,576	829	73,405	Commercial tenant to pay pro-rata share of water/sewer. To be included in rent. By sf = 1.14%
		Gas	89,556	1,022	90,579	Commercial tenant to pay actual gas usage based on sub-meter reading. To be included in rent. By sf = 1.14%
		Cable	1,109	0	1,109	
		Sub-total Utilities	233,811	1,851	235,663	
	Taxes and Licenses					
		Real Estate Taxes	10,999	1,746	12,745	Housing exempt but for Commercial. Commercial for 1450 sf rate per sf/month
		Payroll Taxes	54,811	0	54,811	
		Miscellaneous Taxes, Licenses and Permits	21,402	0	21,402	
		Sub-total Taxes and Licenses	87,212	1,746	88,958	
	Insurance					
		Property and Liability Insurance	83,278	951	84,229	Pro-rata by sf = 1.14%
		Fidelity Bond Insurance	0	0	0	
		Worker's Compensation	33,922	0	33,922	
		Sub-total Insurance	117,200	951	118,151	
	Maintenance & Repair					
		Payroll	258,026	0	258,026	5.5 FTE Janitorial; 3 FTE Maintenance
		Supplies	10,954	0	10,954	
		Contracts	63,613	0	63,613	Janitorial, Exterminating, Grounds, Maintenance, Elevator
		Garbage and Trash Removal	52,543	0	52,543	
		Security Payroll/Contract	0	0	0	
		HVAC Repairs and Maintenance	10,425	0	10,425	
		Vehicle and Maintenance Equipment Operation and Repairs	1,843	0	1,843	
		Miscellaneous Operations and Maintenance Expenses	44,639	0	44,639	
		Sub-total Maintenance & Repair Expenses	442,042	0	442,042	
	Supportive Services			0		
		TOTAL OPERATING EXPENSES	1,674,111	5,387	1,679,498	
NET OPERATING INCOME (NOI) (EGI less OPERATING EXPENSES)			122,048	3,313	125,361	
DEBT SERVICE (amortizing loans)						
		HCD-AHP	0	0	0	
		CalHFA-MHSA	7,140	0	7,140	42% of principal for $1.7MM CalHFA MHSA loan
		TOTAL DEBT SERVICE	7,140	0	7,140	
RESERVES						
		Replacement Reserve Deposit	87,606	0	87,606	$561/unit
		Operating Reserve Deposit	15,525	0	15,525	25% of operating costs
		TOTAL RESERVES	103,221	0	103,221	
CASH FLOW (Amount NOI Cash Flows BEFORE)			11,687	3,313	15,000	
USES OF CASH FLOW						
		Asset Management Fee	0	0	0	See above
		General Lease Payment	0	0	0	No ground lease. There will be master lease payment to Owner LP made up of fees for Real Estate Taxes, Audits, Replacement Reserves, and Operating Reserves, and Debt Service
		Partnership Management Fee	15,000	0	15,000	Per MOH policy. Allowed per LPA. No escalating
		Deferred Developer Fee	0	0	0	Not applicable
		Non-applicable Loan Payment	0	0	0	Not applicable
		Distribution to Sponsor			0	
		Cash Flow (should be zero)	-3,313	3,313	0	

Application Date: 8/11/2011 Revised 10/26/11 and 11/22/11 and 8/28/12
Project Name: Kelly Cullen Community
Project Address: 220 Golden Gate Avenue
Project Sponsor: Tenderloin Neighborhood Development Corporation

1st Year 1
1. First LOSP contract will include years that are highlighted in yellow.
2. 2012-2013 First Year vacancy loss not in this model, also not in original capital budget, but now assume and include in projections.
2019: Cell phone rent from Sprint to LP begins April 2019.
Cell phone rent from Tmobile to LP begins June 2028.

	% annual increase	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021	Year 11 2022	Year 12 2023	Year 13 2024	Year 14 2025	Year 15 2026	Year 16 2027	Year 17 2028	Year 18 2029	Year 19 2030	Year 20 2031	Year 21 2032
INCOME																						
Residential - Tenant Rent	[illegible]	62,640	751,680	770,472	789,734	809,477	829,714	850,457	871,718	893,511	915,849	938,745	962,214	986,269	1,010,926	1,036,199	1,062,104	1,088,657	1,115,873	1,143,770	1,172,364	1,201,673
Residential - Tenant Assistance Payments - LOSP	[illegible]	82,013	984,158	1,014,070	1,045,187	1,077,554	1,111,220	1,146,235	1,170,900	1,206,151	1,245,386	1,286,186	1,328,611	1,372,724	1,418,589	1,473,993	1,649,608	1,692,632	1,742,505	1,801,504	1,862,780	1,926,417
Commercial Space	[illegible]	1,450	17,400	17,574	17,750	17,927	18,107	18,288	*41,970*	*47,390*	47,864	48,343	48,826	49,314	49,808	50,306	50,809	*75,017*	89,767	90,665	91,571	92,487
Supportive Services Income	[illegible]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
[illegible] Tenants Rent Subsidy - MHSA	[illegible]	8,575	102,901	105,474	108,110	110,813	113,583	116,423	119,334	122,317	125,375	128,509	131,722	135,015	138,390	133,458					0	
Supportive Services Income	[illegible]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Income - Project Operations	[illegible]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry and Vending	[illegible]	167	2,000	2,050	2,101	2,153	2,207	2,262	2,319	2,377	2,436	2,497	2,560	2,624	2,689	2,756	2,825	2,896	2,968	3,043	3,119	3,197
Tenant Charges	[illegible]	103	1,237	1,268	1,300	1,333	1,366	1,400	1,435	1,471	1,508	1,545	1,584	1,624	1,664	1,706	1,748	1,792	1,837	1,883	1,930	1,978
Miscellaneous Income	[illegible]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Potential Income		154,948	1,859,376	1,910,908	1,964,182	2,019,258	2,076,198	2,135,065	2,207,676	2,273,217	2,338,418	2,405,826	2,475,517	2,547,570	2,622,066	2,698,418	2,767,094	2,860,994	2,952,951	3,040,864	3,131,764	3,225,753
Vacancy Loss	[illegible]	-4,543	-54,516	-55,748	-57,010	-58,303	-59,626	-60,980	-74,118	-78,156	-79,754	-81,389	-83,062	-84,772	-86,521	-87,639	-78,510	-91,941	-100,677	-102,521	-104,404	-106,327
EFFECTIVE GROSS INCOME		150,405	1,804,860	1,855,159	1,907,171	1,960,955	2,016,572	2,074,085	2,133,559	2,195,061	2,258,663	2,324,436	2,392,456	2,462,798	2,535,545	2,610,779	2,688,585	2,769,053	2,852,274	2,938,343	3,027,360	3,119,425
OPERATING EXPENSES																						
Management																						
Management Fee	[illegible]	11,484	137,808	140,564	143,375	146,243	149,168	152,151	155,194	158,298	161,464	164,693	167,987	171,347	174,774	178,269	181,835	185,471	189,181	192,964	196,824	200,760
Asset Management Fee	[illegible]	1,385	16,620	17,202	17,804	18,427	19,072	19,739	20,430	21,145	21,885	22,651	23,444	24,265	25,114	25,993	26,903	27,844	28,819	29,828	30,871	31,952
Administrative Rent-Free Unit	[illegible]	1,000	12,000	12,420	12,855	13,305	13,770	14,252	14,751	15,267	15,802	16,355	16,927	17,520	18,133	18,767	19,424	20,104	20,808	21,536	22,290	23,070
Sub-total Management Expenses		13,869	166,428	170,186	174,034	177,974	182,010	186,143	190,375	194,711	199,151	203,699	208,359	213,131	218,021	223,030	228,162	233,420	238,808	244,328	249,985	255,782
		0																				
Salaries/Benefits																						
Office Salaries	[illegible]	631	7,574	7,840	8,114	8,398	8,692	8,996	9,311	9,637	9,974	10,323	10,684	11,058	11,445	11,846	12,261	12,690	13,134	13,594	14,069	14,562
Manager's Salary	[illegible]	12,052	144,627	149,689	154,928	160,351	165,963	171,772	177,784	184,006	190,446	197,112	204,011	211,151	218,542	226,191	234,107	242,301	250,781	259,559	268,643	278,046
Health Insurance and Other Benefits	[illegible]	11,236	135,067	139,794	144,687	149,751	154,993	160,417	166,032	171,843	177,857	184,082	190,525	197,194	204,096	211,230	218,632	226,284	234,204	242,401	250,886	259,667
Other Salaries/Benefits		15,606	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277	187,277
Sub-total Salaries/Benefits		39,545	474,545	484,600	495,006	505,776	516,924	528,462	540,403	552,762	565,554	578,794	592,497	606,680	621,359	636,552	652,277	668,552	685,396	702,830	720,875	739,551
Administration																						
Advertising and Marketing	[illegible]	46	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066
Office Expenses	[illegible]	3,670	44,046	45,587	47,183	48,834	50,543	52,312	54,143	56,038	58,000	60,030	62,131	64,305	66,556	68,885	71,296	73,792	76,375	79,048	81,814	84,678
Office Rent	[illegible]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legal Expense - Property	[illegible]	1,408	16,898	17,490	18,102	18,735	19,391	20,070	20,772	21,499	22,252	23,030	23,836	24,671	25,534	26,428	27,353	28,310	29,301	30,327	31,388	32,487
Audit Expense	[illegible]	2,812	33,744	34,925	36,147	37,412	38,722	40,077	41,479	42,931	44,434	45,989	47,599	49,265	50,989	52,773	54,621	56,532	58,511	60,559	62,678	64,872
Bookkeeping/Accounting Services	[illegible]	1,653	19,836	20,233	20,637	21,050	21,471	21,901	22,339	22,785	23,241	23,706	24,180	24,664	25,157	25,660	26,173	26,697	27,231	27,775	28,331	28,897
Bad Debts	[illegible]	516	6,186	6,403	6,627	6,859	7,099	7,347	7,605	7,871	8,146	8,431	8,727	9,032	9,348	9,675	10,014	10,364	10,727	11,103	11,491	11,893
Miscellaneous	[illegible]	2,704	32,448	33,583	34,759	35,975	37,235	38,538	39,887	41,283	42,727	44,223	45,771	47,373	49,031	50,747	52,523	54,361	56,264	58,233	60,271	62,381
Sub-total Administration Expenses		12,809	153,712	158,794	164,049	169,481	175,097	180,903	186,906	193,113	199,530	206,165	213,025	220,118	227,452	235,036	242,877	250,985	259,369	268,039	277,004	286,274
Utilities																						
Electricity	[illegible]	5,881	70,570	73,040	75,596	78,242	80,981	83,815	86,749	89,783	92,927	96,180	99,546	103,030	106,636	110,368	114,231	118,229	122,367	126,650	131,083	135,671
Water	[illegible]	6,117	73,405	75,974	78,633	81,385	84,234	87,182	90,234	93,392	96,660	100,044	103,545	107,169	110,920	114,802	118,820	122,979	127,283	131,738	136,349	141,121
Gas	[illegible]	7,548	90,579	93,749	97,030	100,426	103,941	107,579	111,344	115,242	119,275	123,450	127,770	132,242	136,871	141,661	146,619	151,751	157,062	162,560	168,249	174,138
Sewer	[illegible]	92	1,109	1,148	1,188	1,229	1,272	1,317	1,363	1,411	1,460	1,511	1,564	1,619	1,675	1,734	1,795	1,857	1,923	1,990	2,059	2,132
Sub-total Utilities		19,639	235,663	243,911	252,448	261,283	270,428	279,893	289,689	299,829	310,323	321,184	332,425	344,060	356,102	368,566	381,466	394,817	408,636	422,938	437,741	453,062
Taxes and Licenses																						
Real Estate Taxes	[illegible]	1,062	12,745	13,191	13,653	14,130	14,625	15,137	15,667	16,215	16,782	17,370	17,978	18,607	19,258	19,932	20,630	21,352	22,099	22,873	23,673	24,502
Payroll Taxes	[illegible]	4,568	54,811	56,729	58,715	60,770	62,897	65,098	67,377	69,735	72,176	74,702	77,316	80,022	82,823	85,722	88,722	91,827	95,041	98,368	101,811	105,374
Miscellaneous Taxes, Licenses and Permits	[illegible]	1,784	21,402	22,151	22,927	23,729	24,560	25,419	26,309	27,230	28,183	29,169	30,190	31,247	32,341	33,472	34,644	35,856	37,111	38,410	39,755	41,146
Sub-total Taxes and Licenses		7,413	88,958	92,072	95,294	98,629	102,082	105,654	109,352	113,180	117,141	121,241	125,484	129,876	134,422	139,127	143,996	149,036	154,252	159,651	165,239	171,022
Insurance																						
Property and Liability Insurance	[illegible]	7,019	84,229	87,177	90,228	93,386	96,654	100,037	103,539	107,163	110,913	114,795	118,813	122,972	127,276	131,730	136,341	141,113	146,052	151,163	156,454	161,930
Fidelity Bond Insurance	[illegible]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Worker's Compensation	[illegible]	2,827	33,922	35,109	36,338	37,610	38,926	40,289	41,699	43,158	44,669	46,232	47,850	49,525	51,258	53,052	54,909	56,831	58,820	60,879	63,010	65,215
Sub-total Insurance		9,846	118,151	122,286	126,566	130,996	135,581	140,326	145,237	150,321	155,582	161,027	166,663	172,496	178,534	184,782	191,250	197,944	204,872	212,042	219,464	227,145
Maintenance & Repair																						
Payroll	[illegible]	21,502	258,026	267,057	276,404	286,078	296,091	306,454	317,180	328,282	339,771	351,663	363,972	376,711	389,896	403,542	417,666	432,284	447,414	463,074	479,281	496,056
Supplies	[illegible]	913	10,954	11,337	11,734	12,145	12,570	13,010	13,465	13,936	14,424	14,929	15,451	15,992	16,552	17,131	17,731	18,351	18,994	19,658	20,346	21,058
Contracts	[illegible]	5,301	63,613	65,839	68,143	70,528	72,997	75,552	78,196	80,933	83,766	86,697	89,732	92,872	96,123	99,487	102,969	106,573	110,303	114,164	118,160	122,295

	Annual Increase	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
Equipment Fund Renewal	[illegible]	4,379	52,543	54,382	56,285	58,255	60,294	62,404	64,589	66,849	69,189	71,610	74,117	76,711	79,396	82,175	85,051	88,028	91,108	94,297	97,598	101,014
Security Patrol Contract	[illegible]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HVAC Repairs and Maintenance	[illegible]	869	10,425	10,790	11,167	11,558	11,963	12,381	12,815	13,263	13,727	14,208	14,705	15,220	15,752	16,304	16,874	17,465	18,076	18,709	19,364	20,041
Vehicle and Maintenance Equipment Operation and Repairs	[illegible]	152	1,843	1,907	1,974	2,043	2,115	2,189	2,265	2,344	2,426	2,511	2,599	2,690	2,784	2,882	2,983	3,087	3,195	3,307	3,423	3,543
Miscellaneous Operating and Maintenance Expenses	[illegible]	3,720	44,639	46,201	47,818	49,492	51,224	53,017	54,873	56,793	58,781	60,838	62,968	65,172	67,453	69,813	72,257	74,786	77,403	80,113	82,916	85,819
Sub-total Maintenance & Repair Expenses		36,837	442,042	457,513	473,526	490,100	507,253	525,007	543,382	562,401	582,085	602,459	623,544	645,368	667,955	691,334	715,531	740,574	766,494	793,322	821,089	849,826
Supportive Services	[illegible]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING EXPENSES		139,958	1,679,498	1,729,361	1,780,922	1,834,240	1,889,374	1,946,388	2,005,346	2,066,315	2,129,366	2,194,568	2,261,997	2,331,730	2,403,846	2,478,427	2,555,558	2,635,328	2,717,827	2,803,150	2,891,395	2,982,661
NET OPERATING INCOME [illegible]		10,447	125,361	125,798	126,249	126,715	127,198	127,697	128,213	128,746	129,298	129,868	130,458	131,068	131,699	132,352	133,027	133,725	134,447	135,193	135,966	136,764
DEBT SERVICE [illegible]																						
DCTI [illegible]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cal HFA SHSA		595	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140
TOTAL DEBT SERVICE		595	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140	7,140
RESERVES																						
Replacement Reserve Deposit		7,308	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696	87,696
Operating Reserve Deposit		1,294	15,525	15,962	16,413	16,879	17,362	17,861	18,377	18,910	19,462	20,032	20,622	21,232	21,863	22,516	23,191	23,889	24,611	25,357	26,130	26,928
TOTAL RESERVES		8,602	103,221	103,658	104,109	104,575	105,058	105,557	106,073	106,606	107,158	107,728	108,318	108,928	109,559	110,212	110,887	111,585	112,307	113,053	113,826	114,624
CASH FLOW [illegible]		1,250	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
USES OF CASH FLOW																						
[illegible]		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Fund Payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership Management Fee		1,250	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Let. and Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-cash flow Loan Payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Distribution to Sponsor		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REMAINDER (SHOULD BE ZERO)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

First FY 12-13 Year Request:	$ 574,092
15 Year Request:	$ 18,475,119

FY Requests	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	Total
	$ 574,092	$ 999,114	$ 1,029,628	$ 1,061,371	$ 1,094,387	$ 1,128,728	$ 1,158,568	$ 1,188,526	$ 1,225,769	$ 1,265,786	$ 1,307,399	$ 1,350,668	$ 1,395,657	$ 1,442,291	$ 1,501,800	$ 687,337	$ 18,475,119

Exhibit F -- Lobbying/Debarment Certification Form

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

3. Neither the undersigned nor its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. The undersigned will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of $100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities and will obtain the certification of each contractor or subcontractor whose bid is accepted that such contractor or subcontractor is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities.

[NAME OF GRANTEE]:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

agreement date

EXHIBIT G – ANNUAL MONITORING REPORT

agreement date

MAYOR'S OFFICE OF HOUSING
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

OLSON LEE
DIRECTOR

November 1, 2011

Notice of Availability of 2011 Annual Monitoring Report Form and Reminder of Deadline

The Annual Monitoring Report (AMR) form for Reporting Year 2011 (RY2011) is now available. The reporting forms can be downloaded from the Asset Management page of the MOH web site. The report is due on April 30 for projects whose business year ends December 31, and on October 31 for projects whose business year ends June 30. Submissions for RY2011 and any outstanding reports from prior reporting years will be accepted only in the RY2011 format.

The RY2011 AMR form has been revised somewhat from the form for RY2010. The revisions are summarized as follows.

- Worksheet 1 – Property & Tenant Info has been divided into two worksheets: Worksheet 1A – Property & Residents and Worksheet 1B – Transitional Programs Only.
- Worksheet 1A requires the same information as the previous Worksheet 1, but to improve the usability of the form, the order of questions has been rearranged and redundant questions have been eliminated. In addition, some questions may now be skipped for transitional housing programs.
- Worksheet 1B must now be completed for all transitional housing programs, shelters, residential treatment programs and group homes.

Completion and Submission Instructions

The AMR consists of the following 3 parts:

I. Project Activity Report – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

- Instructions
- Checklist (revised)

1A. Property & Residents (revised)
1B. Transitional Programs Only (new)
2. Fiscal Activity
3. Occupancy & Rent Info
4. Narrative
5. Project Funding Summary (new)

Provide all applicable information that is requested in worksheets 1-5. Use the Instructions to help you complete each form and the Checklist to help you to determine when each worksheet is complete and to compile all submittals required for the entire AMR.

Use Question #9 on the Narrative worksheet to explain any data that you provide that may be unclear or better understood with additional information. In addition, certain questions in this report prompt you to supply an explanation for your answers on the Narrative worksheet. *Failure to supply the required explanation will render your submission incomplete.*

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of the Project Activity Report without MOH's prior approval is not allowed. Do not overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to moh.amr@sfgov.org.

II. Owner Compliance Certification and Insurance & Tax Certification Form – This is a Microsoft Word document that must be completed, signed and dated by the Executive Director or other authorized officer of the owner, scanned and emailed to MOH along with A) current property and liability insurance certificates and B) proof of paid property tax. Retain the original, signed form in your records.

III. Audited Financial Statement – Provide a financial statement for the project for Reporting Year 2010. It must be prepared by a certified public accountant in accordance with generally accepted accounting principles and applicable regulations and laws. If the project is owned by a single asset entity, provide a separate financial statement just for the project, otherwise provide a statement for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statement.

Completed AMRs must be submitted electronically, via one email message per project to moh.amr@sfgov.org, or if desired, for multiple projects, via compact disc sent to Mike McLoone at MOH. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

Available Units and Waiting List Openings

When opening the waiting list of a project to new applicants or when seeking applicants for available units, owners and property managers must notify the Mayor's Office of Housing as part of the overall marketing that is conducted. MOH posts information about available units and wait list openings on this page of our web site. Submit copies of flyers, notices or web postings to scott.madden@sfgov.org. General information for people seeking affordable housing in San Francisco can also be found on our web site at this location.

Owner Compliance Certification and Insurance & Tax Certification Form
2011 Annual Monitoring Report
Mayor's Office of Housing – City & County of San Francisco

****** This form must be completed by Project Owner or authorized agent. ******

Complete this form, sign and date it, scan it along with the attachments required under the Insurance and Tax Certification on page 3 and email the form and the attachments with the Project Activity Report and audited financial statements to amr.moh@sfgov.org.

Project Street Address: _____

Reporting Period – Start Date: _____ End Date: _____

Owner Compliance Certification

The undersigned owner, having received housing development funds pursuant to a housing development program funding agreement/s entered into with the City and County of San Francisco ("CCSF") for the purpose of purchasing, constructing and/or improving low-income housing, does hereby certify as follows:

Initial all statements below and supply data to make the statement complete where needed (look for underlined blanks; e.g.: ____). For any statements that are not true, you must supply a detailed explanation on the Project Activity Narrative Report. The failure to provide a conforming response to all statements below will render incomplete the entire Annual Monitoring Report ("AMR") submission for this project, which may result in a default condition under the funding agreement/s, and also subject the owner to scoring penalties in future efforts to obtain funding from MOH for this project and any other project.

	True	False	
1			The CCSF Mayor's Office of Housing ("MOH") has been alerted by the owner prior to any actions taken by the owner that affect the value of the property associated with this project, including but not limited to the establishment of any liens or encumbrances on the property; and, where required, the owner has obtained written authorization from MOH prior to taking any such actions.
2			The undersigned is not in default of the terms of any Agreements with CCSF for this project, nor has it been in default on any other loans, contracts or obligations on this property during the reporting period.
3			The undersigned has not been the subject of any actions relating to any other loans, contracts or obligations on this property which might have a material adverse financial impact on the property.
4			The owner has not lost or failed to renew funding for services for the project during the reporting period.
5			The owner has not lost or failed to renew funding for operating subsidy/ies for the project during the reporting period.
6			The owner has paid all taxes due for the reporting period and prior reporting periods.
7			The undersigned has marketed the units in the manner set forth in the marketing and resident selection provisions of the funding agreement/s entered into with CCSF.
8			The project has met affordability and other leasing provisions set forth in the funding agreement/s entered into with CCSF during the entire reporting period. As of the end date of the reporting period, _____ units (*supply exact number*) were occupied or held vacant and available for rental by low-income tenants meeting the income qualifications pursuant to the funding agreement/s entered into with CCSF.

Owner Compliance Certification and Insurance & Tax Certification Form
2011 Annual Monitoring Report
Mayor's Office of Housing – City & County of San Francisco

	True	False	
9			The undersigned has obtained a tenant income certification and/or third party documentation to support that certification from each tenant household occupying a unit restricted to occupancy by income-qualified tenants. All income certifications are maintained onsite with respect to each qualified tenant who resides in a unit or resided therein during the immediately preceding business year.
10			The total charges for rent and a utility allowance to each income-qualified tenant in a restricted unit do not exceed the maximum rent specified in the funding agreement/s entered into with CCSF as adjusted by the most recent HUD income and rent figures, which have been taken from the figures that are supplied by MOH on its website.
11			All withdrawals from the replacement and operating reserve accounts have been made in accordance with the MOH funding agreement/s, unless approved in writing by MOH.
12			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
13			The undersigned has obtained and will maintain insurance policies in accordance with requirements of the funding agreement/s entered into with CCSF as may be reasonably updated from time to time, and has supplied with this AMR certificates of insurance that are current through the end of the reporting period.
14			The undersigned has maintained the units and common areas in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes and in accordance with the HUD Housing Quality Standards.
15			The data submitted in Section 1 – Property & Tenant Info of the Project Activity Report regarding any violation/s of any health, building, or housing codes is complete and accurate; all required copies of violations/citations that were not resolved by the end of the reporting periods are also included with this AMR submission.
16			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; and (b) keep the Project fully rented and occupied.
17			All questions in the Annual Monitoring Report submitted for this reporting period have been answered fully and truthfully; answers have been supplied for all of questions requiring detailed responses on the Project Activity Narrative Report and any related documents have been submitted as attachments.
18			The project has received additional equity proceeds in the amount of $_____ (*supply amount*) from low-income housing tax credit investors during the reporting period.
19			Accurate information has been provided in Section 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
20			Any amounts charged as Asset Management Fees are reflected accurately under Income & Expenses in Section 2 - Fiscal Activity of the Project Activity Report, and all such amounts have been used exclusively toward asset management of this project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative.
21			The calculation of cash flow in Section 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies.

Owner Compliance Certification and Insurance & Tax Certification Form
2011 Annual Monitoring Report
Mayor's Office of Housing – City & County of San Francisco

Insurance & Tax Certification

Enter the information requested below, and attach a current copy (each) of the Liability and Property Insurance Certificates, a copy of the Property Tax Invoice and a copy of the check or checks submitted to pay the tax. SCAN the documents and send them as an attachment along with the complete AMR to MOH via e-mail to: moh.amr@sfgov.org.

Property Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	
Liability Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	
Property Tax		
	Tax Year:	
	Amount of Tax Paid:	
	Date Paid:	
	Amount outstanding from taxes due for Reporting Period:	
	Amount outstanding from taxes due prior to Reporting Period:	

Important: If there are taxes due from this reporting period or prior reporting periods, you must use Section 4 - Narrative of the Project Activity Report to explain the occurrence(s) and the ongoing or proposed remedies and expected resolution date.

****** This form must be completed by Project Owner or authorized agent. ******

The undersigned, acting under authority of the ownership of this project, executes this Certification, subject to the pains and penalties of perjury, and certifies that the foregoing is true and correct in all respects.

Name: _____ Title: _____

Signature: _____ Date: _____

Property & Tenant Info

Total Head of Household Race/Ethnicity. *From Section 1 - Property & Tenant Info, lines 62-69.*

Enter the number of households in the following **ETHNIC** categories:
Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Enter the number of households in the following **RACIAL** categories:
American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Fiscal Activity

Income and Expenses

The purpose of the Income and Expenses form is to track actual income received and expenses paid over the reporting period.

INSTRUCTIONS:

First Column - "Description of Expense Accounts". A complete description of the Expense Accounts is provided below. Refer to the descriptions when completing the Fiscal Activity Worksheet. The Chart of Accounts uses account categories prescribed by generally accepted accounting principles and closely follows accounts prescribed by HUD, the State of California's Housing and Community Development Department, and the City's Quarterly Program Income Worksheet.

Second Column - **"Account Number"**. Each number represents an account in the Chart of Accounts, see below for more info.

Third Column - **"Residential"**. This column is for the essential recurring income and expenses related to the operation of a rental housing property, group home, project serving special needs populations or a transitional housing program.

Fourth Column - **"Non-Residential"**. This column is used to report income and expenses related to commercial space or other non-residential space in a project.

5120 Housing Units Gross Potential Tenant Rents. This account records gross rent received less tenant assistance payments for all residential units. Offsetting debits to this account are Account 6331, Manager rent free unit.

5121 Rental Assistance Payments. This account records rental assistance payments received or earned by the project through the LOSP, HUD Section 8 program (project-based or tenant-based assistance), HUD Section 202/811 programs, Shelter Plus Care program, HOPWA program, Rent Supplement, HOME Tenant-Based Assistance and VASH.

5140 Rent Income - Stores and Commercial. This account records gross rental income from stores, offices, rented basement space, furniture and equipment or other commercial facilities provided by the property.

5220 Rent Income - Residential Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of residential rental income due to vacant residential units.

5240 Rent Income - Commercial Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of commercial rental income due to vacant commercial units.

5170 Garage and Parking Spaces. This account records the gross rental income from all garage and parking spaces.

5190 Rent Income - Miscellaneous. This account records gross rental income expectancy not otherwise described above.

5300 Supportive Services Revenue. Accounts in this series are used primarily by group home projects or other projects restricted to a special needs population (e.g., group home for mentally disabled or senior apartments). These accounts record revenues received (other than rents) for services provided to tenants (e.g., meal services, housekeeping, etc.). Supportive service-related expenses are charged to accounts in the 6900 series. List all revenues received, with a separate line for each source.

5400 Interest Income. This account records interest income received or accrued on the Project Operating Account/s; DO NOT RECORD interest earned on the Replacement Reserve or Operating Reserve here.

5910 Laundry and Vending Revenue. This account records project revenues received from laundry and vending machines owned or leased by the project.

5920 Tenant Charges. This account records charges collected from tenants for damages to apartment units and for fees paid by tenants for cleaning of an apartment unit (other than regular housekeeping services), any security deposits forfeited by tenants moving out of the project and charges assessed to tenants for rent checks returned for insufficient funds and for late payment of rents.

5990 Other Revenue. This account records project revenue not otherwise described in the above revenue accounts. If necessary, agents should subdivide the account into specific revenue accounts numbered 5992 through 5999.

1320 Replacement Reserve Deposits. This account records amount of deposits made to a segregated replacement reserve bank account during the report period.

Replacement Reserve Account Withdrawals

Capital Expenditures: enter in this row the total amount of capital expenditures for the reporting period. This amount should only include depreciable expenditures. These amounts should NOT inlcude any operating expenses reported in the expense section of the report. Do NOT include expenses that were paid using outside sources - all expenses listed here should have been paid for using project income or reserve withdrawals.

1365 Operating Reserve Deposits. This account records amount of deposits made to a segregated operating reserve bank account during the report period.

Operating Reserve Account Withdrawals

1330 Other Reserve Accounts - Deposits. This account records amount of deposits made to segregated reserve bank accounts not identified above during the report period. You should provide the name of the account in cell E64.

Other Reserve Accounts - Withdrawals. You should provide the name of the account in cell E64.

6320 Management Fee. This account records the cost of management agent services contracted for by the project. This account does not include charges for bookkeeping or accounting services paid directly by the project to either the management agent or another third party.

6331 Manager's Rent Free Unit. This account records the contract rent of any rent free unit provided a resident manager which would otherwise be considered revenue producing.

6310 Office Salaries. This account records salaries paid to office employees whether the employees work on site or not. Front-line responsibilities include for example, taking applications, verifying income and processing maintenance requests. The account does not include salaries paid to occupancy, maintenance and regional supervisors who carry out the agent's responsibility for overseeing or supervising project operations and personnel: These salaries are paid from the management fee. This account also does not include the project's share of payroll taxes (Account 6711) or other employee benefits (Account 6723) paid by the project.

6330 Manager/Assistant Manager Salary. This account records the salary paid to resident managers. It does not include the project's share of payroll taxes or other employee benefits or compensation given residents managers in lieu of residents managers' salary payments.

6723 Health Insurance and Other Employee Benefits. This account records the cost of any health insurance and other employee benefits paid and charged to the project.

6210 Advertising and Marketing. This account records the cost of advertising the rental property.

6311 Office Expenses. This account records office expense items such as supplies, postage, stationery, telephone and copying.

6312 Office or Model Apartment Rent. This account records the rental value of an apartment, otherwise considered potentially rent-producing, but used as the project office or as a model apartment. The account is normally debited by journal entry.

6340 Legal Expense. This account records legal fees or services incurred on behalf of the project (as distinguished from the borrower/grantee entity). For example, agents charge legal fees for eviction procedures to this account.

6350 Audit Expense - Project. This account records the auditing expenses incurred by the project that are directly related to requirements for audited financial statements and reports. This account does not include the auditor's charge for preparing the borrower/grantee's Federal, State and local tax returns. This account does not include the cost of routine maintenance or review of the project's books and records.

6351 Bookkeeping Fees/Accounting Services. This account records the cost of bookkeeping fees or automated accounting services not included in the management fee but paid to either the agent or a third party.

6370 Bad Debts/Unpaid Rent Loss. This account records by journal entry the amount of tenant accounts receivable the agent estimates uncollectible at the end of the accounting period.

6390 Miscellaneous Administrative Expenses. This account records administrative expenses not otherwise classified in the 6300 Series. If necessary, agents should subdivide the account into specific accounts numbered 6391 through 6399.

6450 Utilitities: Electricity

6451 Utilitities: Water

6452 Utilitities: Gas

6453 Utilitities: Sewer

6710 Real Estate Taxes. This account records payments made for real estate taxes of the project.

6711 Payroll Taxes (Project's Share). This account records the project's share of FICA and State and Federal Unemployment taxes.

6790 Miscellaneous Taxes, Licenses and Permits. This account records any taxes, licenses, permit fees or costs of insurance assessed to the property and not otherwise categorized in the 6700 Series.

6720 Property Hazard and Liability Insurance. This account records the cost of project property and hazard liability insurance.

6721 Fidelity Bond Insurance. This account records the cost of insuring project employees who handle cash.

6722 Workmen's Compensation. This account records the cost of workmen's compensation insurance for project employees.

6724 Directors and Officers Liabilities Insurance. This account records the cost of insurance to cover financial protection for the directors and officers of the ownership entity in the event they are sued in conjunction with the performance of their duties as they relate to the property.

6510 Payroll. This account records the salaries of project employees whose perform services including but not limited to janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating. This account does not include the property's share of payroll taxes (FICA and Unemployment) or other employee benefits paid by the property.

6515 Supplies. This account records all cost of supplies charged to the property for janitorial cleaning, exterminating, grounds, repairs and decorating.

6520 Contracts. This account records the cost of contracts the owner or agent executes with third parties on behalf of the property for janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating.

6525 Garbage and Trash Removal. This account records the cost of removing garbage and rubbish from the project. The account does not include salaries paid to janitors who collect the trash.

6530 Security Payroll/Contract. This account records the project's payroll costs attributable to the protection of the project or the costs of a protection contract that the owner or agent executes on behalf of the project.

6546 Heating/Cooling Repairs and Maintenance. This account records the cost of repairing and maintaining heating or air conditioning equipment owned by the project. Agents should capitalize repairs of significant amounts which extend the useful life of the equipment.

6570 Vehicle and Maintenance Equipment Operation and Repairs. This account records the cost of operating and repairing project motor vehicles and maintenance equipment. Motor vehicle insurance is not included in this account but is charged to account 6720.

6590 Miscellaneous Operating and Maintenance Expenses. This account records the cost of maintenance and repairs not otherwise classified in the 6400 and 6500 account Series. If necessary, agents should subdivide the account into specific accounts numbered 6591 through 6599.

6900 Supportive Service Expenses. Accounts in this series are used primarily by group home projects and other projects restricted to a special needs population. The accounts record expenses directly related to special services provided to the tenants (e.g., food, housekeeping, case managers, social activity coordinator, etc.).

Occupancy and Rent Info

CCSF -- MOH -- RY2011AMR -- Instructions - Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOH's funding agreements. Enter the data described below into the chart in Section 3 - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period. *For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).*

COLUMN DESCRIPTION

C. **Row Number.** Do not enter data in this column.

D. **Unit No.** Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.

E. **Low Income Unit.** You must answer "Yes" for each unit occupied by a low-income person or household and "No" for units not occupied by a low-income person or household. Low Income Units are units rented or set aside for Low Income Households. "Low-Income" from the U.S. Housing Act of 1937 (the Act). The Act is enforced and implemented by the Department of Housing and Urban Development (HUD), HUD defines "low-income families [households]" as families whose income does not exceed 80 percent of the median family income for the area, (Area Median Income - AMI) as adjusted for family size. "Very low-income families" as families who do not exceed 50% of the median household income for the area, adjusted for family size. The maximum incomes for the property are governed by the property's Loan/Regulatory Agreements with MOH and possibly other project funders. The owner must ensure that they comply with all loan requirements.

F. **Tenant Change During the Year.** You must answer "Yes" if there was a change in occupancy during the reporting year and answer "No" if there were no changes.

G. **Date of Initial Occupancy.** Enter the date (mm/dd/yyyy) of occupancy of the person/household that occupied the unit/bed on the last day of the reporting period.

H. **Female-headed Household.** For each residential unit, enter "Yes" if the head of household is a woman that is either alone or with one or more children. Enter "No" if the head of the household is not a woman.

I. **Elderly household.** For each residential unit, enter "Yes" if the head of household is a person that is at least 62 years of age. Enter "No" if the head of the household is younger than 62.

J. **Household Size.** Enter the number of occupants in the unit (low-income units only).

K. **Num Children Under Age 18 in HH.** Enter the number of occupants in the unit that were under age 18 as of the end date of the reporting period.

L. **Mobility Impaired/Other Physically Disabled.** If the unit is occupied by a mobility impaired tenant, select "Mobility" from the drop-down menu. If the unit is occupied by a tenant with an other physical disability, select "Other" from the drop-down menu. Select "None" if the unit is not occupied by a mobility impaired or other physically disabled tenant.

M. **Household Annual Income.** Enter annual income of the household from the most recent certification/recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.

N. **Over Income:** if the tenant is "over income" per the definition of MOH's underlying funding agreement, select "Yes" and go to #9 Narrative worksheet to describe steps taken.

O. **Rental Assistance.** From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "**None**" if no rental assistance comes with the unit or none is provided to the tenant.

"Section 8 - Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.

"Section 8 - Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.

"PRAC - 202/811" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 or 811 programs.

"S+C" = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.

"HOPWA" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Housing Opportunites for People With AIDS program.

"Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.

"HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.

"VASH" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.

"LOSP" = The unit receives a subsidy through the City's Local Operating Subsidy Program.

"Other" = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program.

P. **Amount of Rental Assistance.** Enter the dollar amount of assistance that the household/tenant receives.

Q. **Unit Type.** Enter one code only to indicate the type of unit:

"B" = Bed (measurement for Group homes or transitional housing)

"0" = Zero Bedroom Unit like Studio/Single Room Occupancy unit

"1" = 1 Bedroom unit

"2" = 2 Bedroom unit

"3" = 3 Bedroom unit

"4" = 4 Bedroom unit

"5+" = 5 or more Bedroom unit

R. **Amount of Maximum Gross Rent Allowed for Unit.** Enter the maximum rent allowed for the unit.

S. **Amount of Tenant Paid Rent for Unit.** Enter the rent that the tenant pays. **Do not enter the total rent paid for the unit if this amount includes any tenant assistance.**

T. **Utility Allowance:** If the tenant pays for utilities, enter the Utility Allowance allowed for the unit.

U. **Date of Most Recent Income Recertification.** Enter date of most recent recertification. Leave blank for new tenants & vacant units.

V. **Date of Most Recent Rent Increase.** Enter date of most recent rent increase for unit.

W. **Amount of Most Recent Rent Increase.** Enter the dollar amount of the most recent rent increase.

X. **Percentage of Most Recent Rent Increase.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE.

Project Funding Summary

Supply the info requested about all project funders. Funders should be listed in lien order, i.e, with the most-senior lender in the first lien position, the most-junior lender in last lien position. If the project was funded by tax credits, don't forget to supply the end date for the initial tax credit compliance period (typically 15 years).

Checklist: use this worksheet to track your work and to see

Links to Relevant Policies

Double click on the following web links to access the policy documents posted at SFGOV for your reference. The web

MOH Forms Page at SFGOV.ORG
http://www.sf-moh.org/Index.aspx?page=25

Program Income Overview
http://www.sf-moh.org/Modules/ShowDocument.aspx?documentId=4921

MOH Residual Receipt Policy
http://www.sf-moh.org/Modules/ShowDocument.aspx?documentId=4949

Residual Receipt Waiver Request Form
http://www.sf-moh.org/Modules/ShowDocument.aspx?documentId=2788

MOH Insurance Requirements Policy
http://www.sf-moh.org/Modules/ShowDocument.aspx?documentId=4920

Asset Management Fee Policy
http://www.sf-moh.org/Modules/ShowDocument.aspx?documentId=4950

Checklist of Annual Program Monitoring Report Forms

CCSF -- MOH -- RY2011AMR -- Checklist of Annual Program Monitoring Report Forms (1 page)

This checklist is a tool help you track progress toward completion. NOTE: Do not submit the AMR until all items are "COMPLETED".

Reporting Start Date *1/0/00*
Reporting End Date *1/0/00*

	Owner Compliance Certification and Insurance & Tax Certification Form - Signed!
	Scanned Attachments: Insurance Certs & Tax Docs
	Audited Financial Statement, with all Management Letters
Incomplete	Project Activity Report: 1A. Property & Residents
incomplete	Project Activity Report: 1B. Transitional Programs Only
incomplete	Project Activity Report: 2. Fiscal Activity
	Project Activity Report: 3. Occupancy & Rent Info
To Be Determined	Project Activity Report: 4. Narrative
Incomplete	Project Activity Report: 5. Project Funding Summary

The lists below and the fields in yellow above indicate whether you have supplied complete & accurate information for each worksheet. In almost all cases, an "Incomplete" designation indicates that you have not answered all of the questions. If you see any "Incompletes", check that worksheet for complete answers. Do not submit a form with any "Incomplete" indicators. Contact MOH if you are unable to determine why a given worksheet is being characterized as "Incomplete".

WORKSHEET 1A. Property & Residents:	Incomplete
questions 1 thru 5	Incomplete
questions 6 thru 22	Incomplete
questions 23 thru 30	Incomplete
questions 31 thru 45	Incomplete
questions 46 thru 52	Incomplete
questions 53 thru 56	Incomplete
questions 70 thru 91	Incomplete

WORKSHEET 1B. Transitional Programs Only:	Incomplete
questions 1 thru 11	Incomplete
questions 12 thru 18	Incomplete
questions 19 thru 39	Incomplete

WORKSHEET 2. Fiscal Activity:	Incomplete
Rental Income - Housing Unit GPTR	Incomplete
Vacancy Loss - Housing Units	Incomplete
Operating Expenses	Incomplete
Op Reserve rows 196 thru 206	Incomplete
Replacement Reserve - rows 209 thru 219	Incomplete

WORKSHEET 4. Narrative:	To Be Determined
1	OK
2	OK
3	OK
4	OK
5	OK
6	OK
7	OK

WORKSHEET 5. Project Funding Summary:	Incomplete

CCSF – MOH – RY2011AMR – Property & Tenant Info		
#	*IDENTIFYING INFO*	
1		Reporting Period Start Date (m/d/yyyy)
2		Reporting Period End Date (m/d/yyyy)
3		Property Name
4		Property Address (Number from address like "1234" Anystreet)
5		Property Street Name
	CONTACT INFO	
6		Property Management Company
7		Property Manager Name
8		Property Manager Phone Number
9		Property Manager E-mail
10		Property Supervisor Name
11		Property Supervisor Phone Number
12		Property Supervisor E-mail
13		Property Owner Name
14		Property Owner Contact Person
15		Property Owner Contact Phone Number
16		Property Owner Contact E-mail
17		Asset Manager Name
18		Asset Manager Phone Number
19		Asset Manager E-mail
20		AMR Preparer's Name
21		AMR Preparer's Phone Number
22		AMR Preparer's E-mail
	PROPERTY INFO	
	What is the Bedroom/Unit Mix for the Property?	
23		Number of *Single Room Occupancy (SRO) Units*
24		Number of *Studios / (0) Zero Bedroom Units*
25		Number of *(1) One Bedroom Units*
26		Number of *(2) Two Bedroom Units*
27		Number of *(3) Three Bedroom Units*
28		Number of *(4) Four Bedroom Units*
29		Number of *(5+) Four or More Bedroom Units*
30	0	Number of Residential Units at Property

31		What is the year of the last **Major Rehab**? (yyyy)
32		How many major rehabs has the property undergone?
33		Date Last Rehab (minor or major) was Completed? (m/d/yyyy) (If only the year is known enter "January 1" "1/1" for month and day - eg 1/1/1995).
34		When is the **Next Major Rehab** projected? (yyyy) (If no rehab is projected, enter "1900" for year).
35		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
36		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
37		# 5 How many **Health, Building or Housing Code Violations** were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question # 5 on the Narrative worksheet. *(Click on # 5 at left to jump to Narrative worksheet.)*
38		How many **Health, Building or Housing Code Violations** were open from *prior* years?
39		How many **Health, Building or Housing Code Violations** were cleared in the reporting year?
40		# 6 Are there urgent **Major Property Repairs** needed on the property in the next two years? (**Yes/No**) If there are needed major repairs you must answer Question #6 on the Narrative worksheet. *(Click on # 6 at left to jump to Narrative worksheet.)*
41		# 6 If the property has **Immediate Capital Needs** and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to makeup the difference, and supply additional explanation in question #6 of the Narrative report. (Click on # 6 at left to jump to Narrative worksheet.)
42		As of the last day of the reporting period, how many units were fully **Accessible to Physically Impaired Tenants?**
43		As of the last day of the reporting period, how many units were **Adaptable for Physically Impaired Tenants?**
44		As of the last day of the reporting period, how many units were fully **Accessible to Visually Impaired Tenants?**
45		As of the last day of the reporting period, how many units were fully **Accessible to Hearing Impaired Tenants?**

46		Is the project any of the following: Transitional Housing, Residential Treatment Program, Shelter or Group Home? If you answer 'yes', it is likely that the next 10 questions below (47 thru 56) are not relevant so you may skip any that do not apply; instead you must complete worksheet titles "1B, Transitional Progams Only".
47		**Vacancies** - How many vacancies occurred at the project during the reporting period?
48		**Evictions** - How many evictions occurred during the reporting year?
49		# 3 **Vacant Unit Rent-Up Time** - *(in DAYS)* State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. If this period exceeds 30 days, you must answer Question # 3 on the Narrative worksheet. *(Click on # 3 at left to jump to Narrative worksheet.)*
50		**Waiting List** - How many applicants are currently on the waiting list?
51		When was the waiting list last updated? (m/yyyy)
52		# 4 **Affirmative Marketing** - Did you conduct any marketing of the project during the reporting period? If you conducted marketing during the reporting period, you must answer Question #4 on the Narrative worksheet. *(Click on #4 at left to jump to Narrative worksheet)*
	Supportive Housing: The next 4 questions seek information about projects that provide dedicated supportive social services for tenants as a means of maintaining housing stability. These supportive services go beyind simple information and referral and in most cases require a separate source of funding and are paid for out of a budget that is separate from the primary project operating budget. Please answer the following questions based on this definition of supportive housing.	
53		Is this project "Supportive Housing" per the above definition? (Choose Yes or No; if you anser 'No', leave the answers blank for the 3 other questions.)
54		How much funding was received outside of the operating budget during the reporting period for supportive services? (The amount reported here should not be included in line 35 of the Fiscal Activity worksheet.)
55		How many units in the project are designated as "supportive housing"? (required)
56		Use this cell to provide additional explanation or details related to these questions about supportive housing.

	POPULATION SERVED				
Target / Actual Populations: As of the last day of the reporting period, what are the Actual and Target Populations (expressed as Number of Households) for the Project?					
Under Target Population, enter the number of units at the project that, as a requirement of a specific funding source (e.g. 202, HOPWA, McKinney), are targeted to and set aside for the target populations shown in the table. Under Actual Population, enter the number of households at the project that contain at least one person who is a member of the populations shown in the table.					
		Target Population		**Actual Population**	
57	Do not enter data in this cell	0	*AIDS Supportive Housing*	0	*AIDS Supportive Housing*
58	Do not enter data in this cell	0	*Transitional Housing for Homeless*	0	*Transitional Housing for Homeless*
59	Do not enter data in this cell	0	*Permanent Housing for Formerly Homeless*	0	*Permanent Housing for Formerly Homeless*
60	Do not enter data in this cell	0	*Mentally Disabled*	0	*Mentally Disabled*
61	Do not enter data in this cell	0	*Physically Disabled*	0	*Physically Disabled*
62	Do not enter data in this cell	0	*Senior Housing*	0	*Senior Housing*
63	Do not enter data in this cell	0	*Substance Abuse*	0	*Substance Abuse*
64	Do not enter data in this cell	0	*Dually Diagnosed*	0	*Dually Diagnosed*
65	Do not enter data in this cell	0	*Triply Diagnosed*	0	*Triply Diagnosed*
66	Do not enter data in this cell	0	*Domestic Violence Survivor*	0	*Domestic Violence Survivor*
67	Do not enter data in this cell	0	*Veterans*	0	*Veterans*
68	Do not enter data in this cell	0	*Small Household/ Single Parent Transitional*	0	*Small Household/ Single Parent Transitional*
69	Do not enter data in this cell	0	*Formerly Incarcerated*	0	*Formerly Incarcerated*

Household Size: As of the last day of the reporting period, supply the number of Households in the Project for each Household size below.		
70		(1) One *Person Household*
71		(2) Two *Person Household*
72		(3) Three *Person Household*
73		(4) Four *Person Household*
74		(5) Five *Person Household*
75		(6) Six *Person Household*
76		(7+) Seven *or more Person Household*
77	0	TOTAL HH's
78	0	TOTAL Residents
Head of Household Race/Ethnicity - As of the last day of the reporting period, enter the numbers of Heads of Households of the following listed ethnicities. The total in row 87 (cell G109) must be the same as the total shown in row 77 (cell G96).		
79		Latino or Hispanic
80		American Indian or Alaskan Native
81		Asian
82		Black or African American
83		Native Hawaiian or Other Pacific Islander
84		White
85		Other
86		Unknown
87	0	TOTAL (must match total in row 77 (cell G96))
88		As of the last day of the reporting period, how many **Elderly Households** resided at the property? *(An Elderly Household is one with a Head of Household at least 62 years of age.)*
89		As of the last day of the reporting period, how many **Female-Headed Households** resided at the property? *(A Female-headed Household is one with a woman as the head of household - either alone or with one or more children.)*
90		As of the last day of the reporting period, of the total population, how many **CHILDREN** (younger than 18 years of age) reside at the property?
91		As of the last day of the reporting period, how many units were occupied by tenants with **physical, visual or hearing impairment?**

CCSF – MOH – RY2011AMR – Transitional Programs - Participant Info

Project Capacity: What is the target capacity of this project?

	A.Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	
1					
2	0				*Total Households (Singles and Families) That Can Be Served*

Persons Served During Operating Year

	A.Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	
3					Num on the first day of operating year
4					Num entering the program during the operating year
5	0				*Total Households (Singles and Families) Served*
6					Num who left the program during the operating year
7	*0*	*0*	*0*	*0*	*Num in the program on the last day of the operating year*
8	*0*				*Total Households in program on the last day of the operating year*
9			<--Capacity Utilization Rate (by Household as of last Day of Operating Year)		

If the Capacity Utilization Rate is LESS than 75% you must respond to the following:

10		1. Explain the reason(s) why the capacity utilization rate is as low as it is; and
11		2. Describe plan/s to raise the capacity utilization rate to at least 75%, with specific timeline.

Length of Stay: For the 0 households that LEFT the program during the operating year, how many were in the project for the following lengths of time? (Total in cell H26 should match total of cells H12 + I12.)

12		Less than 1 month
13		1 to 2 months
14		3 - 6 months
15		7 months -12 months
16		13 months - 24 months
17		25 months - 3 years
18	0	TOTAL # HH's that left the program

Destination: For the 0 households reported to have LEFT the program during the operating year, how many left for the following destinations? (Total in cell H51 should match total of cells H12 & I12.)

19		Rental - House or Apartment (no subsidy)	PERMANENT
20		Public Housing	
21		Section 8 Voucher	
22		Subsidized Rental - house or apartment	
23		Homeownership	
24		Moved in with family or friends	
25	*0*	***Permanent Housing Subtotal***	
26		Transitional Housing for homeless persons	TRANSITIONAL
27		Moved in with family or friends *TEMPORARILY*	
28	*0*	***Transitional Housing Subtotal***	
29		Psychiatric hospital	INSTITUTIONAL
30		Inpatient alcohol or other drug treatment facility	
31		Jail/Prison	
32		Medical Facility	
33	*0*	***Institutional Subtotal***	
34		Emergency Shelter	OTHER
35		Places not meant for human habitation (e.g. street)	
36		Unknown	
37		Other	
38	*0*	***Other Subtotal***	
39	0	TOTAL # HH's that left the program	

CCSF – MOH – RY2011AMR – Fiscal Activity

INCOME & EXPENSES				
12 Month Report Period	Start Date:	1/0/1900	End Date:	1/0/1900
* Number of Units-->	0			
Description of Expense Accounts	Account Number	Residential	Non-Residential	Total
Rental Income				
Housing Units - Gross Potential Tenant Rents	5120			
Rental Assistance Payments (identify sources in row below if applicable; LOSP funding should be shown here)	5121			
Source/s--->				
Commercial	5140			
sub-total Gross Rental Income:		$0.00	$0.00	$0.00
Vacancy Loss - enter amounts as negative numbers!				vacancy rate!
Housing Units	5220			0.00%
Commercial	5240			0.00%
sub-total Vacancies:		$0.00	$0.00	$0.00
NET RENTAL INCOME:		$0.00	$0.00	$0.00
Other Income				
Parking Spaces	5170			
Miscellaneous Rent Income	5190			
Supportive Services Income - Do not enter supportive services income if it is tracked in a separate budget and not appropriate per MOH loan terms to be included in Residual Receipts calculation.	5300			
Supportive Services Income Source/s- identify program source(s) if applicable -->				
Interest Income - Project Operations	5400			
Laundry and Vending	5910			
Tenant Charges	5920			
Other Revenue	5990			
sub-total Other Income Received:		$0.00	$0.00	$0.00
1. TOTAL INCOME RECEIVED:		$0.00	$0.00	$0.00

INCOME & EXPENSES				
Description of Expense Accounts	Account Number	Residential	Non-Residential	Total
Management				
Management Fee	6320			
"Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt. Fee Policy)				
Administrative Rent Free Unit	6331			
sub-total Management Expense:		$0.00	$0.00	$0.00
Salaries/Benefits				
Office Salaries	6310			
Manager's Salary	6330			
Health Insurance and Other Employee Benefits	6723			
Other Salary/Benefit Expenses				
sub-total Salary/Benefit Expense:		$0.00	$0.00	$0.00
Administration				
Advertising and Marketing	6210			
Office Expenses	6311			
Office Rent	6312			
Legal Expense - Property	6340			
Audit Expense	6350			
Bookkeeping/Accounting Services	6351			
Bad Debts	6370			
Miscellaneous Administrative Expenses	6390			
sub-total Administrative Expense:		$0.00	$0.00	$0.00
Utilities				
Electricity	6450			
Water	6451			
Gas	6452			
Sewer	6453			
sub-total Utilities Expense:		$0.00	$0.00	$0.00
Taxes and License				
Real Estate Taxes	6710			
Payroll taxes	6711			
Miscellaneous Taxes, Licenses, and Permits	6790			
sub-total Taxes and License Expense:		$0.00	$0.00	$0.00
Insurance				
Property and Liability Insurance	6720			
Fidelity Bond Insurance	6721			
Workmen's Compensation	6722			
Directors & Officers Liabilities Insurance*	6724			
sub-total Insurance Expense:		$0.00	$0.00	$0.00
Maintenance Repair				
IMPORTANT NOTE RE: TREATMENT OF NON-CAPITAL MAINTENANCE REPAIR EXPENSES ELIGIBLE FOR PAYMENT BY REPLACEMENT RESERVE: If possible, exclude these from this section. If you do include these expenses here, be sure to record the amounts in row 99 below.				
Payroll	6510			
Supplies	6515			
Contracts	6520			
Garbage and Trash Removal	6525			
Security Payroll/Contract	6530			
HVAC Repairs and Maintenance	6546			
Vehicle and Maintenance Equipment Operation and Repairs	6570			
Miscellaneous Operating and Maintenance Expenses	6590			
sub-total Maintenance Repair Expense:		$0.00	$0.00	$0.00
Supportive Services: do not enter supportive services expenses if tracked in separate budget and not eligible to be counted against project income for residual receipts calculation.	6900			
SUB-TOTAL OPERATING EXPENSES:		$0.00	$0.00	$0.00
Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserve. Only enter amounts here if they were included in amounts entered for Maintenance & Repair section above. Enter as positive number.				
TOTAL OPERATING EXPENSES:		$0.00	$0.00	$0.00

CCSF -- MOH -- RY2011AMR -- Fiscal Activity

	Acct Num	Residential	Non-Residential	Total
1. TOTAL INCOME RECEIVED:		$0.00	$0.00	$0.00
2. TOTAL OPERATING EXPENSES:		$0.00	$0.00	$0.00
3. NET OPERATING INCOME:		$0.00	$0.00	$0.00

4. Debt Service (Principal and Interest)	Lender Name / Describe Other Amt Paid			
Lender1 - Principal Paid (provide lender name to the right)				
Interest Paid				
Other Amount (describe to the right)				
Lender2 - Principal Paid (provide lender name to the right)				
Interest Paid				
Other Amount (describe to the right)				
Lender3 - Principal Paid (provide lender name to the right)				
Interest Paid				
Other Amount (describe to the right)				
Lender4 - Principal Paid (provide lender name to the right)				
Interest Paid				
Other Amount (describe to the right)				
Lender5 - Principal Paid (provide lender name to the right)				
Interest Paid				
Other Amount (describe to the right)				
Total Debt Service Payments		$0.00	$0.00	$0.00
5. Reserve Account Activity				
Replacement Reserve Required Annual Deposit	1320			$0.00
Operating Reserve Deposits	1365			$0.00
Operating Reserve Account Withdrawals				$0.00
Other Required Reserve Account Deposits (identify account in row below)	1330			$0.00
Other Required Reserve Account Withdrawals - identify account in next col ---->	*<type rsrv acct name here>*			$0.00
Net Reserve Activity:		$0.00	$0.00	$0.00

Surplus Cash (NOI minus Debt Service and Reserve Activity)		$0.00	$0.00	$0.00

If amount for Surplus Cash above is negative:
- you must provide to the right a detailed explanation of all source/s used to cover the shortfall and the amounts paid by each; AND
- you must NOT supply data for any of the fields for Uses of Surplus Cash below.

REFER TO THE PROJECT'S SURPLUS CASH FLOW "WATERFALL" (IF APPLICABLE) PRIOR TO COMPLETING SECTION BELOW				
USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULATION OF MOH DEBT PAYMENT (IF APPLICABLE)				
6. Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy minimum balance requirements).				
7. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be required, see Asset Mgt. Fee Policy).				
8. Ground Lease & related payments, if any				
9a. Partnership Management fee due from this reporting period, if any (tax credit projects only; not allowed if project is beyond 15-year compliance period).				
9b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).				
10a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting period, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).				
10b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).				
11. Deferred Developer fee, if any				
12. Other payments: use question 9 on the Narrative (worksheet #4) to provide details about any fees or other payments included here. Failure to provide details will result in disallowance of this expense. You may only include payments that were approved by MOH at time of funding that are also explicitly authorized by a Partnership Agreement or similar project document.	Lender Name for Debt Service payments entered below			
13ai. Debt Pmt to other lender1: Principle Paid (provide lender name to right)				
13aii. Debt Pmt to other lender1: Interest Paid				
13bi. Debt Pmt to other lender2: Principle Paid (provide lender name to right)				
13bii. Debt Pmt to other lender2: Interest Paid				
13ci. Debt Pmt to other lender3 Principle Paid (provide lender name to right)				
13cii. Debt Pmt to other lender3: Interest Paid				
13di. Debt Pmt to other lender4: Principle Paid (provide lender name to right)				
13dii. Debt Pmt to other lender4: Interest Paid				
13ei. Debt Pmt to other lender5: Principle Paid (provide lender name to right)				
13eii. Debt Pmt to other lender5: Interest Paid				
Total Payments preceding MOH on Surplus Cash waterfall		$0.00	$0.00	$0.00
14. RESIDUAL RECEIPTS		$0.00	$0.00	$0.00
PROPOSED USE OF RESIDUAL RECEIPTS				
14a. Is This Project Obligated to make Repayments on any MOH loans out of Residual Receipts? (enter yes or no in cell to the right)				
-- Residual Receipts Obligation Calculation (if applicable) --				
14b. ½ of Residual Receipts (14)				
14c. $500 per unit				
14d. Allowable Distribution (lesser of 14b & 14c)				
14e. Net Residual Receipts Amount Due [Res Rcpts - Allow Distrib (14 - 14d)]				
15. PROPOSED RESIDUAL RECEIPTS PAYMENT TO MOH			Proposed Amount:	
If may be acceptable for the Proposed Residual Receipts Payment to MOH noted on line 16 to be less than the amount calculated for line 14e. You must supply a detailed explanation in the cell to the right if 15 is not equal to 14e ---------->				
DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MOH WITH THIS AMR. MOH WILL REVIEW YOUR PROPOSED PAYMENT AND GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APPROPRIATE; IF THE CALCULATION CANNOT BE VERIFIED, MOH WILL CONTACT YOU.				
Remaining Balance if MOH Payment Amount is Accepted				$0.00
USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID AFTER CALCULATION OF MOH DEBT PAYMENT (IF APPLICABLE)				
16. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be required, see Asset Mgt. Fee Policy).				
17. Ground Lease & related payments, if any				
18a. Partnership Management fee due from this reporting period, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).				
18b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; not allowed if project is beyond 15-year compliance period).				
19a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting period, if any (tax credit projects only; not allowed if project is beyond 15-year compliance period).				
19b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).				
20. Deferred Developer fee, if any				
21. Other payments: use question 9 on the Narrative (worksheet #4) to provide details about any fees or other payments included here. Failure to provide details will result in disallowance of expense. You may only include payments that were approved by MOH at time of funding that are also explicitly authorized by a Partnership Agreement or similar project document.	Lender Name for Debt Service payments entered below			
22ai. Debt Pmt to other lender1: Principle Paid (provide name to right)				
22aii. Debt Pmt to other lenders: Interest Paid				
22bi. Debt Pmt to other lender1: Principle Paid (provide name to right)				
22bii. Debt Pmt to other lenders: Interest Paid				
Total Payments below MOH on Surplus Cash "waterfall"		$0.00	$0.00	$0.00
Proposed Owner Distributions (provide description in column C and enter amount in column F; description required if amount is greater than amount in 14d)				
Proposed Other Distributions/Uses (provide description in column C and enter amount in column F)				
Final Balance (should be zero)				$0.00

CCSF -- MOH -- RY2011AMR -- Fiscal Activity

RESERVE ACCOUNT DETAILS

OPERATING RESERVE

Account Compliance Status: Is the operating reserve account in compliance with the requirements for uses of funds withdrawn, minimum deposits and minimum balance maintenance? **(Yes or No; *if NO, you must enter an explanation why and a description of steps taken to seek appropriate waivers in the cell to the far right.*)**		
Annual Withdrawal Amount:		
Minumum Required Balance:		
Describe how the minimum required balance is determined.		
Beginning Balance:		
Ending Balance:		
Required Annual Deposit:		
Describe how the minimum required annual deposit is determined.		
Actual Annual Deposit (do not edit - taken from from page 1 account number 1365):	*$0.00*	
Total Operating Expenses plus debt service (don't edit cell -- calculated)	*$0.00*	
If the calculated percentage immediately to the right **(Operating Reserve Account Ending Balance divded by Total Operating Expenses)** is less than 25%, you must provide an assessment of whether the operating reserve balance is lower than it should be, and if it is, a brief description of the plan to remedy the problem.	*0.00%*	

REPLACEMENT RESERVE

Account Compliance Status: Is the replacement reserve account in compliance with the requirements for uses of funds withdrawn, minimum deposits and minimum balance maintenance? **(Yes or No; if NO, you must enter an explanation why and a description of steps taken to seek appropriate waivers in the cell to the far right.)**		
Annual Withdrawal Amount:		
Minumum Required Balance:		
Describe how the minumum required balance is determined.		
Beginning Balance:		
Ending Balance:		
Required Annual Deposit (do not edit - taken from from page 1 account number 1320):	*$0.00*	
Actual Annual Deposit		
Describe how the minumum required annual deposit is determined.		

Capital Expenditures: provide the details below to generate the total and use the comments section at the bottom to supply explanations.

Capital Expenditures - Categories	Additional Description	Source	Amount
Building & Improvements			
Offsite Improvements			
Site Improvements			
Land Improvements			
Furniture, Fixtures & Equipment			
Other			
Notes About Capital Expenditures		Total	$0.00

Other Replacement Reserve Eligible Expenditures: provide details below to generate the total and use the comments section below to supply explanations.

Source			Amount
Paid out of Operating Budget, to be reimbursed by RR (from above)			*$0.00*
Replacement Reserve			
Notes About Other Replacement Reserve Eligible Expenditures		Total	$0.00

TOTAL REPLACEMENT RESERVE ELIGIBLE EXPENDITURES: Total should be no less than the amount of the Replacement Reserve Withdrawl for the reporting period. provide explanation if total is less than RR withdrawal amount.	RR Withdrawl Amount-->	*$0.00*	Total	$0.00
Notes About RR Withdrawal Amount discrepancy:				

REPORT OF SEGREGATED PROJECT ACCOUNT BALANCES

Operating Reserve Account

	Amounts below not linked to answers above to allow for possible differences related to cash vs. accrual method of accounting.
Bank Name	
Beginning Balance	
Deposits Made	
Interest Earned	
Withdrawals	
Ending Balance (calculated, do not enter)	*$0.00*

Replacement Reserve Account

Bank Name	
Beginning Balance	
Deposits Made	
Interest Earned	
Withdrawals	
Ending Balance (calculated, do not enter)	*$0.00*

Tenant Security Deposit Account

Bank Name	
Beginning Balance	
Deposits Made	
Interest Earned	
Withdrawals	
Ending Balance (calculated, do not enter)	*$0.00*

Operating Account

Bank Name	
Beginning Balance	
Deposits Made	
Interest Earned	
Withdrawals	
Ending Balance (calculated, do not enter)	*$0.00*

Operating Account

Bank Name	
Beginning Balance	
Deposits Made	
Interest Earned	
Withdrawals	
Ending Balance (calculated, do not enter)	*$0.00*

Other

(Identify, e.g. Section 8 transition reserve or sinking fund)---------->	
Bank Name	
Beginning Balance	
Deposits Made	
Interest Earned	
Withdrawals	
Ending Balance (calculated, do not enter)	*$0.00*

FEDERAL PROGRAM INCOME REPORT

This section must be completed if the project received any HOME or CDBG funding, even if the amounts for both HOME and CDBG program income during the reporting period were zero. For more information, use the following link or copy this web address for manual navigation: http://www.sf-moh.org/Modules/ShowDocument.aspx?documentid=4921

Overview of Federal (HOME and CDBG) Program Income

HOME PROGRAM INCOME	Date Paid	Interest Paid	Principal Paid	Total Paid
i.e., any repayments on HOME funding for this project made to CCSF during the reporting year				$0.00

CDBG PROGRAM INCOME	Amount	Notes re: calculation method
Total CDBG Program Income Calculation (see instructions for guidance on how to calculate)		

Proposed amounts to be used to fund eligible CDBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2010-14 Consolidated Plan and 2011-2012 Action Plan	AMOUNT	DESCRIPTION
Amount to be used to fund eligible CDBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2010-2014 Consolidated Plan and 2011-2012 Action Plan as follows:		
Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):		
Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):		
Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):		
Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2011 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):		
Other (provide amount in cell to the right, plus activity description and regulation citation in column furthest to the right):		

To ensure the eligible use of CDBG Program Income, the recipient of federal CDBG funding hereby requests approval by the Mayor's Office of Housing for the use of CDBG program income received during the 2011 reporting period as depicted above.

CCSF -- MOH -- RY2011AMR -- Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
1																	$0				0.00%
2																	$0				
3																	$0				
4																	$0				
5																	$0				
6																	$0				
7																	$0				
8																	$0				
9																	$0				
10																	$0				
11																	$0				
12																	$0				
13																	$0				
14																	$0				
15																	$0				
16																	$0				
17																	$0				
18																	$0				
19																	$0				
20																	$0				
21																	$0				
22																	$0				
23																	$0				
24																	$0				
25																	$0				
26																	$0				
27																	$0				
28																	$0				
29																	$0				
30																	$0				
31																	$0				
32																	$0				
33																	$0				
34																	$0				
35																	$0				
36																	$0				
37																	$0				
38																	$0				
39																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
40																	$0				
41																	$0				
42																	$0				
43																	$0				
44																	$0				
45																	$0				
46																	$0				
47																	$0				
48																	$0				
49																	$0				
50																	$0				
51																	$0				
52																	$0				
53																	$0				
54																	$0				
55																	$0				
56																	$0				
57																	$0				
58																	$0				
59																	$0				
60																	$0				
61																	$0				
62																	$0				
63																	$0				
64																	$0				
65																	$0				
66																	$0				
67																	$0				
68																	$0				
69																	$0				
70																	$0				
71																	$0				
72																	$0				
73																	$0				
74																	$0				
75																	$0				
76																	$0				
77																	$0				
78																	$0				

CCSF -- MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	Q	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
79																	$0				
80																	$0				
81																	$0				
82																	$0				
83																	$0				
84																	$0				
85																	$0				
86																	$0				
87																	$0				
88																	$0				
89																	$0				
90																	$0				
91																	$0				
92																	$0				
93																	$0				
94																	$0				
95																	$0				
96																	$0				
97																	$0				
98																	$0				
99																	$0				
100																	$0				
101																	$0				
102																	$0				
103																	$0				
104																	$0				
105																	$0				
106																	$0				
107																	$0				
108																	$0				
109																	$0				
110																	$0				
111																	$0				
112																	$0				
113																	$0				
114																	$0				
115																	$0				
116																	$0				
117																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
118																	$0				
119																	$0				
120																	$0				
121																	$0				
122																	$0				
123																	$0				
124																	$0				
125																	$0				
126																	$0				
127																	$0				
128																	$0				
129																	$0				
130																	$0				
131																	$0				
132																	$0				
133																	$0				
134																	$0				
135																	$0				
136																	$0				
137																	$0				
138																	$0				
139																	$0				
140																	$0				
141																	$0				
142																	$0				
143																	$0				
144																	$0				
145																	$0				
146																	$0				
147																	$0				
148																	$0				
149																	$0				
150																	$0				
151																	$0				
152																	$0				
153																	$0				
154																	$0				
155																	$0				
156																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	Q	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
157																	$0				
158																	$0				
159																	$0				
160																	$0				
161																	$0				
162																	$0				
163																	$0				
164																	$0				
165																	$0				
166																	$0				
167																	$0				
168																	$0				
169																	$0				
170																	$0				
171																	$0				
172																	$0				
173																	$0				
174																	$0				
175																	$0				
176																	$0				
177																	$0				
178																	$0				
179																	$0				
180																	$0				
181																	$0				
182																	$0				
183																	$0				
184																	$0				
185																	$0				
186																	$0				
187																	$0				
188																	$0				
189																	$0				
190																	$0				
191																	$0				
192																	$0				
193																	$0				
194																	$0				
195																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
196																	$0				
197																	$0				
198																	$0				
199																	$0				
200																	$0				
201																	$0				
202																	$0				
203																	$0				
204																	$0				
205																	$0				
206																	$0				
207																	$0				
208																	$0				
209																	$0				
210																	$0				
211																	$0				
212																	$0				
213																	$0				
214																	$0				
215																	$0				
216																	$0				
217																	$0				
218																	$0				
219																	$0				
220																	$0				
221																	$0				
222																	$0				
223																	$0				
224																	$0				
225																	$0				
226																	$0				
227																	$0				
228																	$0				
229																	$0				
230																	$0				
231																	$0				
232																	$0				
233																	$0				
234																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
235																	$0				
236																	$0				
237																	$0				
238																	$0				
239																	$0				
240																	$0				
241																	$0				
242																	$0				
243																	$0				
244																	$0				
245																	$0				
246																	$0				
247																	$0				
248																	$0				
249																	$0				
250																	$0				
251																	$0				
252																	$0				
253																	$0				
254																	$0				
255																	$0				
256																	$0				
257																	$0				
258																	$0				
259																	$0				
260																	$0				
261																	$0				
262																	$0				
263																	$0				
264																	$0				
265																	$0				
266																	$0				
267																	$0				
268																	$0				
269																	$0				
270																	$0				
271																	$0				
272																	$0				
273																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
274																	$0				
275																	$0				
276																	$0				
277																	$0				
278																	$0				
279																	$0				
280																	$0				
281																	$0				
282																	$0				
283																	$0				
284																	$0				
285																	$0				
286																	$0				
287																	$0				
288																	$0				
289																	$0				
290																	$0				
291																	$0				
292																	$0				
293																	$0				
294																	$0				
295																	$0				
296																	$0				
297																	$0				
298																	$0				
299																	$0				
300																	$0				
301																	$0				
302																	$0				
303																	$0				
304																	$0				
305																	$0				
306																	$0				
307																	$0				
308																	$0				
309																	$0				
310																	$0				
311																	$0				
312																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
313																	$0				
314																	$0				
315																	$0				
316																	$0				
317																	$0				
318																	$0				
319																	$0				
320																	$0				
321																	$0				
322																	$0				
323																	$0				
324																	$0				
325																	$0				
326																	$0				
327																	$0				
328																	$0				
329																	$0				
330																	$0				
331																	$0				
332																	$0				
333																	$0				
334																	$0				
335																	$0				
336																	$0				
337																	$0				
338																	$0				
339																	$0				
340																	$0				
341																	$0				
342																	$0				
343																	$0				
344																	$0				
345																	$0				
346																	$0				
347																	$0				
348																	$0				
349																	$0				
350																	$0				
351																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
352																	$0				
353																	$0				
354																	$0				
355																	$0				
356																	$0				
357																	$0				
358																	$0				
359																	$0				
360																	$0				
361																	$0				
362																	$0				
363																	$0				
364																	$0				
365																	$0				
366																	$0				
367																	$0				
368																	$0				
369																	$0				
370																	$0				
371																	$0				
372																	$0				
373																	$0				
374																	$0				
375																	$0				
376																	$0				
377																	$0				
378																	$0				
379																	$0				
380																	$0				
381																	$0				
382																	$0				
383																	$0				
384																	$0				
385																	$0				
386																	$0				
387																	$0				
388																	$0				
389																	$0				
390																	$0				

CCSF – MOH – RY2011AMR – Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

Project Address:		Data below must be supplied from the rent roll for last month of the reporting period (supplied on worksheet 1A)	1/0/1900	Num Units:	0

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, you must supply data in columns C, D, E, Q & R, all other columns can be left blank (as appropriate).

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
Row Num	Unit No.	Low Income Unit? (yes/no)	Tenant Change During Year? (yes/no)	Date of Initial Occupancy (m/d/yyyy)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number)	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income	Over Income Per MOH Funding Agreement?	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification (m/d/yyyy)	Date Of Most Recent Rent Increase (m/d/yyyy)	Amount of Most Recent Rent Increase	%age of Rent Increase (calculated, do not enter)
391																	$0				
392																	$0				
393																	$0				
394																	$0				
395																	$0				
396																	$0				
397																	$0				
398																	$0				
399																	$0				
400																	$0				

Narrative

Project Street Address:

Reporting Period - Start Date: 1/0/1900

Reporting Period - End Date: 1/0/1900

MOH created the questions below to allow project owners to supply additional information about a small number of measurements that may indicate that a project is having difficulties. By providing this information, project owners will help provide context for the conclusions that can be made about the measurements. MOH will use the measurements and the information below to prioritize the projects that need closer scrutiny and support. Please supply as much information as is readily available.

Negative Cash Flow

1. Does the project show a NEGATIVE CASH FLOW on the MOH Income Expense section of the Fiscal Activity Report? If so, you must supply the following:
   a. A description of the work done to analyze the cause/s of the shortfall, and what the identified causes are; and
   b. A description of the work done to identify remedies for the shortfall, and all viable remedies that have been identified; and
   c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

Vacancy Rate ------> 0.00%

2. Does the project show a VACANCY RATE GREATER THAN 15% as shown ABOVE from the Income Expense section of the Fiscal Activity Report? If so, you must supply the following:
   a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and
   b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and
   c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

Vacant Unit Rent-Up Time 0

3. Does the project show an AVERAGE VACANT UNIT RENT-UP TIME GREATER THAN 30 days for question 78 on the **Property & Tenant Info** worksheet: If so, you must supply the following:

   a. A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and
   b. A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and
   c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

Affirmative Marketing 0

4. Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including

a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project;

b. any advertising, direct mailings, emailings and web postings that were done; and

c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.

Code Violatons

5. Provide the following for any violations or citations of Health or Building or Housing Codes that were issued during the reporting period, or were issued in a prior reporting period but remained open during any time of the current reporting period:

Violation or Citation #	Date Issued	Issued By	Description	Cleared? (y/n)

(add additional rows as needed)

**** ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. ****

Violation or Citation #	Date Cleared	Issued By	Description of Remedy

(add additional rows as needed)

**** ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. ****

Major Repairs

6. Describe any major repair or replacement needs that have been identified as being required within the next 2 years, and any related plans to pay for whatever is needed.

Asset Management Fee

7. Has the project incurred Asset Management Fee expenses beyond the base amount of $3000 allowed under the current Asset Management Fee Policy? If so, this amount should be reflected on item number 8 on page 1 of in the Income & Expense section of the Fiscal Activity Report, the use must be consistent with the finding agreement and/or the Asset Management Fee Policy, and you must provide the following information below:
    a. A detailed description of how the exact amount of the asset management fee was calculated; and
    b. A description of the specific staff expenses covered by the Asset Management Fee amounts, including managers that supervise the asset management work.

Property Taxes

8. Is the project delinquent in payment of any taxes due for the reporting period or any prior reporting periods? If so, you must supply the following:
    a. A description of the plan to pay the delinquent taxes, including specific timelines, and;
    b. A description of any solutions that have been identified to prevent future tax payment delinquencies, and the plans to implement those solutions, including specific timelines.

Notes RE: Data Entry

9. Use this space to record notes about any peculiarities in the data entry process. For example, if you entered a formula instead of a single number for a field, make a note here re: for which question on which worksheet that was done, and describe the formula & underlying numbers. Also use this field to descibe in detail any amounts entered for "Other Payments" on the WS #2, Fiscal Activity, items 12 & 20. Also use this space to record info about steps taken in response to discovery that tenant is over income per MOH funding agreement (see question 10b on Occupancy & Rent Info worksheet).

Remember, SAVE YOUR WORK!

Current Financing

In the space below, list all current outstanding loans and grants that are secured by the project. List each obligation in the order of lien position, from highest to lowest.

Lien Order	Lender (and Loan Program if applicable)	Loan Amount	Interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment	Outstanding Principal Balance As Of End of Last Reporting Period	Accrued Interest As Of End of Last Reporting Period
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

EXHIBIT H
Tenant Selection Plan Policy

This policy is in addition to the obligations to comply with applicable federal, state and local civil rights laws, including laws pertaining to reasonable accommodation and limited English proficiency (LEP),[1] and the applicable provision of the Violence Against Women Act, Pub. Law 109-62 (January 5, 2006), as amended.

Application Process

- Application Materials. The housing provider's written and/or electronic application materials should:
  - outline the screening criteria that the housing provider will use;
  - provide space(s) for the applicant to explain any conviction, eviction, tenancy issues or credit concerns and present evidence that he or she will be a suitable tenant;
  - outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation;
  - be written in language that is clear and readily understandable.
- First Interview. In accordance with the housing provider policies, each applicant with the minimum eligibility requirements for housing unit shall be offered the opportunity for an interview.
- Second Interview. Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.
- Confidentiality. All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process.
- Delays in the Process. If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider must immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- Problems with the Referring Agency. If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider must immediately contact the referring agency, if possible, and the funding agency, DPH or HSA.
- **Limited English Proficiency Policy.** Throughout the application process, the housing provider must comply with the language access requirements for applicants with limited English proficiency.

Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an

[1] *See for e.g.*, Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 U.S.C. §§ 3601, et seq.; 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7; Executive Order 13,166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000); Department of Housing and Urban Development Limited English Proficiency Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; 24 C.F.R. Parts 8 and 9; Title II of the Americans with Disabilities Act of 1990, as amended; California Fair Employment and Housing Act, Gov't Code §§ **12,955-12,956.2; Unruh Civil Rights Act, Civil Code § 51; California Disabled Persons Act, Civil Code § 51.4;** Dymally-Alatorre Bilingual Services Act, Gov't Code **§7290-7299.8; San Francisco Language Access Ordinance, No. 202-09 (April 14, 2009)**

applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

Reasonable Modification: Applicant may request a reasonable modification if he or she has a disability and as a result of the disability needs:

- a physical change to the room or housing unit that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site;
- a physical change in some other part of the housing site that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site.

Response to Request: The housing provider shall respond to a request for reasonable accommodation or modification within ten (10) business days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. The housing provider will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

The housing provider shall grant the request if the provider determines that:

- the applicant has a disability;
- reasonable accommodation or modification is necessary because of the disability; and
- the request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

If the reasonable accommodation request is denied, the rejection must explain the reasons in writing. If the denial of the reasonable accommodation request results in the applicant being denied admission to the unit, the provisions of the section on Notice of Denial and Appeal Process apply.

Notice of Denial and Appeal Process

- The housing provider shall:
  - promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:
    - list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
    - explain how the applicant can request an in person appeal to contest the decision;
    - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
    - inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
    - provide referral information for local legal services and housing rights organizations;
    - describe the evidence that the applicant can present at the appeal;
  - give applicants denied admission a date within which to file the appeal, which shall be at least ten (10) business days from the date of the notice;
  - unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
  - confine the subject of the appeal to the reason for denial listed in the notice;
  - give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;

- have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
- within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision must be sent (electronically or otherwise) to the referring agency and the funding agency.

- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Credit Reporting Act and the Investigative Consumer Reporting Agencies Act impose additional notice requirements.[2]

[2] Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 *et seq.* and Investigative Consumer Reporting Agencies Act (ICRAA), Cal. Civ. Code § 1786 *et seq.*

EXHIBIT I

Tenant Screening Criteria Policy

The City expects that housing providers will use maximum feasible efforts to ensure that those individuals and families who are referred are accepted for occupancy in a timely fashion. To that end, the City has adopted the following screening criteria for applicants with a criminal record. If a problem arises in the application and screening process that may cause unreasonable delay in screening outcome, the housing provider should immediately notify the referring agency and DPH or HSA to assist with an expeditious resolution.

The screening criteria and considerations outlined below encourage providers to "screen in" rather than "screen out" applicants who have a criminal record. They describe a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

Screening Criteria

- Housing providers shall not automatically bar applicants who have a criminal record[3] in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
  - arrests that did not result in convictions, except for an open arrest warrant;
  - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;[4]
  - juvenile adjudications.
- Housing providers shall consider:
  - the individual circumstances of each applicant; and
  - the relationship between the offense, and
    - (1) the safety and security of other tenants, staff and/or the property; and
    - (2) mitigating circumstances such as those listed below.
  - only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, DPH or HSA will assess the justification for a longer look-back period and determine whether an exception is warranted. In these exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.
  - mitigating factors, including, but not limited to:
    - (1) the seriousness of the offense;
    - (2) the age and/or circumstances of the applicant at the time of the offense;
    - (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
    - (4) if the offense is related to acts of domestic violence committed against the applicant;
    - (5) if the offense was related to a person's disability

[3] The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

[4] The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release "from all penalties and disabilities resulting from the offense."

OFFICE OF THE MAYOR
SAN FRANCISCO

EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: for Mayor Edwin M. Lee

RE: Local Operating Subsidy Program Contract – Kelly Cullen Community – Not to Exceed $18,475,118

DATE: October 16, 2012

Attached for introduction to the Board of Supervisors is the resolution authorizing the Director of the Mayor's Office of Housing to execute a Local Operating Subsidy Program Grant Agreement with 220 Golden Gate Master Tenant, LP to provide operating subsidies for formerly homeless single adults at Kelly Cullen Community, 220 Golden Gate Avenue, for the period of December 1, 2012, to November 30, 2027, in an amount not to exceed $18,475,118.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2012 OCT 16 PM 2:45
BY: Ak

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141

121023

File No. 121023

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL

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

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): **Members, Board of Supervisors**	City elective office(s) held: **Board of Supervisors**

Contractor Information *(Please print clearly.)*

Name of contractor: 220 Golden Gate Historic Corporation, a California corporation, managing general partner of 220 Golden Gate Master Tenant, LP

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary

The grantee is 220 Golden Master Tenant, L.P., a California limited partnership. 220 Golden Master Tenant, L.P has no employees and decisions are made by its managing general partner, 220 Golden Gate Historic Corporation, which is a C Corporation affiliated with Tenderloin Neighborhood Development Corporation (TNDC).

Please see the below Board list for TNDC to comply with request #1.

Board of Directors:
Hydeh Ghaffari, President
Noreen Beiro, Vice President
Dina Hilliard, Secretary
Samia Rashed, Treasurer
Dave Kroot, Chief Legal Officer
Dr. Deborah Bremond
Dr. Saul Feldman
Elijah Glasper
John Hamilton
Eumi Lee
Dick McNeil Jr.
Josh Mukhopadhyay
Patrick Murcia
Brad Paul
Jan Peters
Ascanio Piomelli
Nicole Rivera
John Rogers
Loren Sanborn
Margaret Schrand
Edward Schultz
Tom Sebekos
David Seiler
Elizabeth Tracey

Executive Officer: Donald S. Falk, Executive Director

Chief Financial Officer: Paul Sussman, Chief Financial Officer

Chief Operating Officer: Elizabeth Orlin, Chief Operating Officer

Items #3-5 do not apply to 220 Golden Master Tenant, L.P.

Contractor address: 201 Eddy Street, San Francisco, CA	
Date that contract was approved:	Amount of contract: $18,475,118
Describe the nature of the contract that was approved: Local Operating Subsidy Program Contract for 15 years of housing subsidies to operate and maintain 172 units of affordable housing for formerly homeless single adults at Kelly Cullen Community, 220 Golden Gate Avenue. Supportive services provided by Department of Public Health and public grant.	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

X a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) — Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) — Date Signed