GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

Third & LeConte Associates LP, a California limited partnership

for
1075 Le Conte Avenue Apartments

1075 Le Conte Avenue

THIS GRANT AGREEMENT (this "**Agreement**") is made this _____, 2013, by and between Third & LeConte Associates 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:

WHEREAS, in response to a Notice of Funding Availability issued by MOH in November of 2004, Grantee submitted the Application Documents (as hereinafter defined) to MOH for a grant through MOH's Local Operating Subsidy Program ("**Program**"); and

WHEREAS, 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 Grantee 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 72 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.

"**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.

"**HSA**" shall mean the City's Human Services Agency.

"**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 that certain loan agreement, dated as of March 1, 2011, between MOH and Grantee with respect to a $17,149,956.00 loan, of which $10,000,000 will be repaid upon MHP permanent loan closing.

"MHP" means Multifamily Housing Program of the California Department of Housing & Community Development.

"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 Senior 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) Qualified Minimal Debt Service Payments, if any; (d) 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 Senior 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 loan payments to be made under the City Loan Documents, the Senior 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 Grantee 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.

"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" means the seventy-three (73) unit housing project commonly known as 1075 Le Conte Avenue Apartments, which is located on the Real Property.

"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.

"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 Grantee must make under the MOH Loan Agreement, the Senior Loan Documents or any additional state or federal affordable housing loan for the Project, provided that Grantee first obtains MOH's written consent to such additional loan.

"Real Property" shall mean the real property described on the attached **Exhibit C**.

"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 HSA.

"Senior Loan Documents" means the following documents: the loan documents executed by Grantee in connection with the MHP loan in the amount of $10,000,000; and the loan documents executed by Grantee in connection with the construction loan from Citibank, N.A., in the amount of $12,360,000.

"Services Agreement" means the Contract for Services dated July 1, 2013, between Tenant Services Contractor and HSA 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 Bayview Hunters Point Foundation , a California non-profit public benefit corporation, in collaboration with Providence Foundation and Mercy Housing California.

"**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 HSA for Subsidy Payments and transfer of such funds from HSA to MOH (or as MOH may direct such funds to be transferred directly by HSA to Grantee), which appropriation and transfer is subject to HSA'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 HSA'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 HSA 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 <u>Section 2.5</u>.

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 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.

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ARTICLE 3
TERM

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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.

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ARTICLE 4
PERFORMANCE OF GRANT OBLIGATIONS

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4.1   Lease of Assisted Units.

(a)   City will deliver at least seventy two (72) Referral Reports staggered in three (3) rounds [THE LAST PART OF THIS SENTENCE REQUIRES ALL REPORTS TO BE DELIVERED BY THE EFFECTIVE DATE – PLEASE CONFIRM THAT THIS WORKS] 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 one (1) Referral Report per vacancy to Grantee within fifteen (15) business

days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to a LOSP Client it selects from such Referral Report within the sixty (60) day period immediately following its receipt of such Referral Report (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."**

(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 a 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 thirty percent (30%) of a Tenant's gross monthly income, or the maximum allowed under the MOH Loan Documents, which is thirty percent (30%) of fifty percent (50%) of Median Income.

(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 a 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 its 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 Senior 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.

4.6   Grantee's Board of Directors. Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner or the sole member of the limited liability company general partner, if Grantee is a limited partnership, 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 Senior 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.

(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 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.

(b)   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.

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

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 Twelve Million Nine Hundred Seventy-four Thousand One Hundred Ninety Dollars ($12,974,190.00) (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 City Loan Documents and the Senior Loan Documents.

(d)   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 HSA to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.

(e)   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 First 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 City Loan Documents and the Senior Loan Documents.

(b)   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.

(c)   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 Assisted Unit 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.

In addition, after one year of stabilized occupancy in the Project, Grantee shall evaluate if two full time property managers are needed at the Project, and shall submit their evaluation report to the City with their next Annual Monitoring Report.

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 (a) if Grantee is a corporation, its bylaws, and a certified copy of its articles of incorporation; (b) if Grantee is limited partnership, its partnership agreement, a certified copy of its certificate of partnership, and the organizational documents of its general partner; and (c) if Grantee is a limited liability company, its operating agreement, a certified copy of its certificate of limited liability company, and the organizational documents of its manager. 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 Expenses 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.

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ARTICLE 7
TAXES

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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 <u>Section 9.1</u>: (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 <u>Section 9.1</u>, 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 <u>Section 9.1</u> 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 <u>Section 9.1</u>, 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.

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ARTICLE 10
INSURANCE

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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: Assisted

Units Operating Costs] (or reimbursement for its advance payment thereof), fails to use the Subsidy Payments it receives to pay Operating Costs [OR: Assisted Units 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 City Loan Documents, Senior Loan Documents**. Grantee defaults under any City Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement).

(d) **Voluntary Insolvency**. Grantee (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 of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency**. Without consent by Grantee, 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 with respect to any substantial part of Grantee's property, (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.

(f) **New Encumbrances**. Any lien is recorded against all or any part of the Real Property 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 or Grantee'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 assets 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 from Grantee to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Grantee or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partner's or manager's interest in Grantee to a nonprofit public benefit corporation approved in advance by the City; (e) 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 Borrower; (f) any transfer permitted under the City Documents; or (g) the grant or exercise of an option agreement between Grantee and Grantee's 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, 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 Agremeent 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: Third & LeConte Associate, LP
                                  C/o Mercy Housing Calwest, its managing general partner
                                  1360 Mission Street, #300
                                  San Francisco, CA 94103
                                  Attention: Vice President
                                  Telephone No.: 415-355-7100
                                  Facsimile No.: 415-355-7101

With a copy to: The Providence Foundation of San Francisco
                                  4601 Third Street
                                  San Francsico, CA 94124
                                  Attn: Executive Director
                                  Telephone No.: 415-206-0263
                                  Facsimile No.: 415-206-9284

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.

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ARTICLE 16
COMPLIANCE

</div>

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 quantify; 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 **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.

<center>

ARTICLE 17
MISCELLANEOUS

</center>

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 and15-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 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties
Section 6.8	Ownership of Results.
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: _____
    Evan Gross
    Deputy City Attorney

GRANTEE:

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

We 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.

Third & LeConte Associates, LP,
a California limited partnership

By: Mercy Housing Calwest, a California nonprofit public benefit corporation, its managing General Partner
    Name: _____

    Its: _____

By: The Providence Foudnation of San Francisco, a California nonprofit public benefit corporation, its General Partner

    By: _____
        Name: Helen LaMar
        Its: Executive Director

Federal Tax ID #: _____

City Vendor Number: _____

Exhibit A1/A2 – Project Annual Subsidy Payments

	1075 Le Conte
	10/1/2013

Exhibit A-2: LOSP Funding By Calendar Year

	n/a	10/1-12/31	TOT	Total Months
2013	$0.00	$171,719.00	$171,719	3
	1/1-6/30	7/1-12/31	TOT	Total Months
2014	$343,438.00	$343,438.00	$686,876	12
2015	$354,620.00	$354,620.00	$709,240	12
2016	$366,218.00	$366,218.00	$732,436	12
2017	$378,247.50	$378,247.50	$756,495	12
2018	$390,723.50	$390,723.50	$781,447	12
2019	$403,662.00	$403,662.00	$807,324	12
2020	$417,080.00	$417,080.00	$834,160	12
2021	$430,995.00	$430,995.00	$861,990	12
2022	$445,424.50	$445,424.50	$890,849	12
2023	$460,387.00	$460,387.00	$920,774	12
2024	$475,902.00	$475,902.00	$951,804	12
2025	$491,989.50	$491,989.50	$983,979	12
2026	$508,664.50	$508,664.50	$1,017,329	12
2027	$525,963.50	$525,963.50	$1,051,927	12
	1/1-6/30	7/1-9/30		
2027	$543,894.00	$271,947.00	$815,841	9
			$12,974,190	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	10/1-12/31	1/1-6/30	TOT	Total Months
2013-14	$171,719.00	$343,438.00	$515,157	9
	7/1-12/31	1/1-6/30		
2014-15	$343,438.00	$354,620.00	$698,058	12
2015-16	$354,620.00	$366,218.00	$720,838	12
2016-17	$366,218.00	$378,247.50	$744,466	12
2017-18	$378,247.50	$390,723.50	$768,971	12
2018-19	$390,723.50	$403,662.00	$794,386	12
2019-20	$403,662.00	$417,080.00	$820,742	12
2020-21	$417,080.00	$430,995.00	$848,075	12
2021-22	$430,995.00	$445,424.50	$876,420	12
2022-23	$445,424.50	$460,387.00	$905,812	12
2023-24	$460,387.00	$475,902.00	$936,289	12
2024-25	$475,902.00	$491,989.50	$967,892	12
2025-26	$491,989.50	$508,664.50	$1,000,654	12
2026-27	$508,664.50	$525,963.50	$1,034,628	12
	7/1-12/31	1/1-6/30		
2027-28	$525,963.50	$543,894.00	$1,069,858	12
	7/1-9/30			
2028-29	$271,947.00		$271,947	3
			$12,974,190	180

1075 Le Conte
10/1/2013

Exhibit A-2: LOSP Funding By Calendar Year

	n/a	10/1-12/31	TOT	Total Months
2013	$0.00	$106,877.00	$106,877	3
	1/1-6/30	7/1-12/31	TOT	Total Months
2014	$213,754.00	$213,754.00	$427,508	12
2015	$221,693.50	$221,693.50	$443,387	12
2016	$229,969.00	$229,969.00	$459,938	12
2017	$238,592.00	$238,592.00	$477,184	12
2018	$247,576.50	$247,576.50	$495,153	12
2019	$256,936.00	$256,936.00	$513,872	12
2020	$266,686.50	$266,686.50	$533,373	12
2021	$276,841.50	$276,841.50	$553,683	12
2022	$287,417.00	$287,417.00	$574,834	12
2023	$298,429.50	$298,429.50	$596,859	12
2024	$309,895.50	$309,895.50	$619,791	12
2025	$321,832.50	$321,832.50	$643,665	12
2026	$334,259.00	$334,259.00	$668,518	12
2027	$347,193.00	$347,193.00	$694,386	12
	1/1-6/30	7/1-9/30		
2027	$360,654.50	$180,327.25	$540,982	9
			$8,350,010	180

Exhibit A-1: LOSP Disbursement Schedule By Fiscal Year

		n/a	TOT	Total Months
n/a		$0.00	$0	0
sent to sponsor btwn 7/1 & 9/1	10/1-12/31	1/1-6/30	TOT	Total Months
2013-14	$106,877.00	$213,754.00	$320,631	9
	7/1-12/31	1/1-6/30		
2014-15	$213,754.00	$221,693.50	$435,448	12
2015-16	$221,693.50	$229,969.00	$451,663	12
2016-17	$229,969.00	$238,592.00	$468,561	12
2017-18	$238,592.00	$247,576.50	$486,169	12
2018-19	$247,576.50	$256,936.00	$504,513	12
2019-20	$256,936.00	$266,686.50	$523,623	12
2020-21	$266,686.50	$276,841.50	$543,528	12
2021-22	$276,841.50	$287,417.00	$564,259	12
2022-23	$287,417.00	$298,429.50	$585,847	12
2023-24	$298,429.50	$309,895.50	$608,325	12
2024-25	$309,895.50	$321,832.50	$631,728	12
2025-26	$321,832.50	$334,259.00	$656,092	12
2026-27	$334,259.00	$347,193.00	$681,452	12
	7/1-12/31	1/1-6/30		
2027-28	$347,193.00	$360,654.50	$707,848	12
	7/1-9/30			
2028-29	$180,327.25		$180,327	3
			$8,350,010	180

Exhibit B - LOSP Client Selection Criteria

Exhibit C – Legal Description of Real Property

agreement date

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel I:

All of Lots Nos. 1, 2, 3 and 5, in Block No. 58, as said Lots and Blocks are laid down and so designated upon that certain Map entitled, "Paul Tract Homestead Association", recorded May 1871, in Book "C" and "D" of Maps, at page 49, in the Office of the Recorder of the City and County of San Francisco, State of California.

Parcel II:

COMMENCING at a point on the Northwesterly line of 3rd Street, distant thereon 50 feet Northeasterly from the former Northeasterly line of Meade Avenue as it existed prior to the (of any portion thereof; thence North 54° 28' 12" West along a Northerly boundary line of said Parcel Conveyed to Standard Oil Company of California, 123 feet and 10 inches to the true po beginning; being hereinafter referred to as point "A"; thence North 35° 31' 39" East 50 feet; the North 54° 28' 21" West 62.0 feet to the most Northerly corner of said parcel of land Conveyed Standard Oil Company of California; thence Southeasterly in a direct line 79.65 feet, more or to the true point of commencement.

APN: Lot 009; Block 5476

Exhibit D – Form of Referral Report

agreement date

PLEASE PRINT CLEARLY

Client NAME: _____
                                    (Head of Household)

SS#: _____   Household Size: _____

Access Point Agency: _____ Name/Phone: _____
                                                                      (Program Director)

Name: _____ Phone: _____ Email:_____
        (Contact Information for Agency Person Responsible for Referral)

Mercy Housing: LeConte Family Apartments – Family Referrals
Access Point Referral CHECK LIST

Referral applications **MUST INCLUDE** the following completed forms and document copies:

☐ Access Point Referral CHECK LIST (this one page form, completed)

☐ Evaluating Families for Housing Opportunities

☐ Le Conte Family Housing Mercy Services Corporation Information Summary
        (Pages 1 through 6 - one per household)

☐ San Francisco Redevelopment Agency (SFRA) Certificate of Preference Voucher (COP)

☐ Tenant Release and Consent

☐ Homeless Certification (on agency letterhead – signed)

☐ Copies of Identification Needed:

California Identification Card	Social Security Card	Birth Certificates for all Minor Children

☐ Please specify language needs, if other than English:_____

Direct general questions about Le Conte Family Housing to:
Briana Moore, MSW – Family Permanent Supportive Housing Program Manager
Email: briana.moore@sfgov.org   Telephone: 415-557-6482

Email Applications to:	familyhousing@sfgov.org			
Fax Applications to:	415-355-2409			
DO NOT WRITE BELOW THIS LINE – FOR OFFICIAL USE ONLY				
Date Due	Round No.	Date Received	Date To MHP	HSA Staffer
Application Status (circle one)		Accepted	Rejected	Date
Comments:				

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

agreement date

Application Date:	1/30/2013	
Project Name:	1075 Le Conte	
Project Address:	1075 Le Conte	
Project Sponsor:	Mercy Housing CA and Providence Foundat	

Number of Affordable Units:	73
Bedrooms	115
Beds	115

Year 2013

INCOME	Residential	Non-Residential	Totals	Comments			
Residential – Tenant Rents	244,404		244,404				
Residential – Tenant Assistance Payments LOSP	686,876		686,876	$660,011		686,876	$26,865
			0				
Parking			0				
Miscellaneous Rent Income			0				
Supportive Services Income			0				
Interest Income - Project Operations			0				
Laundry and Vending	6,000		6,000				
Tenant Charges			0				
Miscellaneous Income			0				
Gross Potential Income	937,280	0	937,280				
Vacancy Loss (default is 5%; enter as negative number if need to override)	-12,220	0	-12,220	5% on tenant rents only			
EFFECTIVE GROSS INCOME	925,060	0	925,060				

OPERATING EXPENSES

Management

Management Fee	56,940		56,940	$65 PUPM
Asset Management Fee	17,200		17,200	per SF MOH
Administrative Rent-Free Unit			0	
Sub-total Management Expenses	74,140	0	74,140	

Salaries/Benefits

Office Salaries	145,993		145,993	asst mgr and 24/7 coverage
Manager's Salary	64,000		64,000	1 FTE
Health Insurance and Other Benefits	60,115		60,115	
Other Salaries/Benefits			0	
Sub-total Salaries/Benefits	270,107	0	270,107	

Administration

Advertising and Marketing	730		730	
Office Expenses	35,000		35,000	computer and telephone
Office Rent			0	
Legal Expense - Property	10,000		10,000	
Audit Expense	6,330		6,330	
Bookkeeping/Accounting Services	15,742		15,742	
Bad Debt			0	
Miscellaneous	0		0	
Sub-total Administration Expenses	67,802	0	67,802	

Utilities

Electricity	17,500		17,500	
Water	48,000		48,000	
Gas	48,300		48,300	
Sewer	37,000		37,000	
Sub-total Utilities	150,800	0	150,800	

Taxes and Licenses

Real Estate Taxes	3,000		3,000	
Payroll Taxes	5,945		5,945	
Miscellaneous Taxes, Licenses and Permits			0	
Sub-total Taxes and Licenses	8,945	0	8,945	

Insurance

Property and Liability Insurance	67,000		67,000	
Fidelity Bond Insurance			0	
Worker's Compensation			0	
Director's & Officers' Liability Insurance			0	
Sub-total Insurance	67,000	0	67,000	

Maintenance & Repair

Payroll	64,423		64,423	1 FTE Maintenance and janitorial
Supplies			0	
Contracts	39,222		39,222	grounds, exterminating, fire alarm and elevator
Garbage and Trash Removal	48,000		48,000	
Security Payroll/Contract			0	
HVAC Repairs and Maintenance	28,000		28,000	
Vehicle and Maintenance Equipment Operation and Repair			0	
Miscellaneous Operating and Maintenance Expenses	4,600		4,600	painting
Sub-total Maintenance & Repair Expenses	184,245	0	184,245	

Supportive Services			0	part of HSA service contract
TOTAL OPERATING EXPENSES	823,039	0	823,039	

NET OPERATING INCOME (INCOME minus OPERATING EXPENSES)	102,020	0	102,020	

DEBT SERVICE ("hard debt" amortized loans)

Ground Lease Base Rent			0	
First Lender (enter name in comments field)	42,000		42,000	HCD Mandatory Interest Payment
Second Lender (enter name in comments field)			0	
Third Lender (enter name in comments field)			0	
Fourth Lender (enter name in comments field)			0	
Fifth Lender (enter name in comments field)			0	
TOTAL DEBT SERVICE	42,000	0	42,000	

RESERVES

Replacement Reserve Deposit	43,800		43,800	
Operating Reserve Deposit			0	
Other Required Reserve Deposit			0	
TOTAL RESERVES	43,800	0	43,800	

CASH FLOW (NOI minus DEBT SERVICE minus RESERVES)	16,220	0	16,220

USES OF CASH FLOW

USES THAT PRECEDE MOH (DEBT SERVICE IS BELOW)			0	
Asset Management Fee			0	
Ground Lease & Related Payment			0	
Partnership Management Fee	12,220		12,220	
Investor Service Fee (aka "LP Asset Mgt Fee")	4,000		4,000	
Deferred Developer Fee			0	
Other Payments			0	
Non-amortizing Loan Pmnt - Lender 1 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 2 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 3 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 4 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 5 (note name in comments)			0	
TOTAL PAYMENTS PRECEDING MOH	16,220	0	16,220	

RESIDUAL RECEIPTS

MOH RESIDUAL RECEIPTS DEBT SERVICE			0	
TOTAL MOH RESIDUAL RECEIPTS LOAN REPAYMENT	0	0	0	
REMAINING BALANCE	0	0	0	

USES BELOW MOH (DEBT SERVICE IS ABOVE)				
Asset Management Fee			0	
Ground Lease & Related Payment			0	
Partnership Management Fee			0	
Investor Service Fee (aka "LP Asset Mgt Fee")			0	
Deferred Developer Fee			0	
Other Payments			0	
Non-amortizing Loan Pmnt - Lender 1 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 2 (note name in comments)			0	
TOTAL PAYMENTS BELOW MOH	0	0	0	

REMAINDER (Should be zero unless there are distributions below)	0	0	0
Owner Distributions			
Other Distributions/Uses			
Final Balance (should be zero)			0

MOH DEBT SERVICE - Reference row calculating MOH Debt Service for Back	yes		yes	
Project Has a MOH Loan With Residual Receipt Obligation?	yes		yes	
Formula: revise F128 & F129 for any unique repayment terms & describe in comments			0	
a) Max Borrower Percentage of Residual Receipts	33%		0	
b) Max per unit	$500		36,500	
c) Maximum to be Retained: lesser of a) x b)			0	
d) Residual Receipts Amount Due [Res Receipts - c]			0	

5410.3059

Application Date: 1/30/2013

Project Name: Mercy Housing CA and Providence Foundation

Project Address: 1075 Le Conte

Project Sponsor: 1075 Le Conte

Number of Affordable Units: 73

Bedrooms: 115

Beds: 115

Line Item	% annual increase	Year 1 Oct–Dec 2013	Year 2 2014	Year 3 2015	Year 4 2016	Year 5 2017	Year 6 2018	Year 7 2019	Year 8 2020	Year 9 2021	Year 10 2022	Year 11 2023	Year 12 2024	Year 13 2025	Year 14 2026	Year 15 2027	Year 16 2028	Year 17 2029	Year 18 2030	Year 19 2031	Year 20 2032
INCOME																					
Management																					
Residential – Tenant Rents	2.0%	61,101	244,404	249,292	254,278	259,363	264,551	269,842	275,239	280,743	286,358	292,085	297,927	303,886	309,963	316,163	322,486	328,936	335,514	342,225	349,069
Residential – Tenant Assistance Payments	1.8%																				
Residential – Tenant Assistance Payments, McKinney	2.5%	171,719	686,876	709,240	732,436	756,495	781,447	807,324	834,160	861,990	890,849	920,774	951,804	983,979	1,017,339	1,051,927	1,087,788	1,124,967	1,163,512	1,203,471	1,244,895
Parking	2.5%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Rent Income			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supportive Services Rent Income			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Negative Rent Income			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Income – Project Operations	2.0%	1,500	6,000	6,120	6,242	6,367	6,495	6,624	6,757	6,892	7,030	7,171	7,314	7,460	7,609	7,762	7,917	8,075	8,237	8,401	8,569
Laundry and Vending			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Charges			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Income			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Potential Income		234,320	937,280	964,652	992,957	1,022,226	1,052,492	1,083,790	1,116,156	1,149,626	1,184,237	1,220,030	1,257,046	1,295,325	1,334,912	1,375,861	1,418,191	1,461,978	1,507,263	1,554,097	1,602,534
Vacancy Loss	5.0%	-3,055	-12,220	-12,465	-12,714	-12,968	-13,228	-13,492	-13,762	-14,037	-14,318	-14,604	-14,896	-15,194	-15,498	-15,808	-16,124	-16,446	-16,776	-17,111	-17,453
EFFECTIVE GROSS INCOME		231,265	925,060	952,188	980,243	1,009,258	1,039,265	1,070,298	1,102,394	1,135,588	1,169,919	1,205,426	1,242,149	1,280,131	1,319,414	1,360,043	1,402,067	1,445,531	1,490,487	1,536,985	1,585,081
OPERATING EXPENSES																					
Management																					
Management Fee	2.0%	14,235	56,940	58,079	59,240	60,425	61,634	62,866	64,124	65,406	66,714	68,049	69,410	70,798	72,214	73,658	75,131	76,634	78,166	79,730	81,324
Asset Management Fee (see policy for applicable limits)	1.8%	4,300	17,200	17,716	18,247	18,795	19,359	19,940	20,538	21,154	21,788	22,442	23,115	23,809	24,523	25,259	26,017	26,797	27,601	28,429	29,282
Asset Management/Rent Free Unit	2.5%																				
Sub-total Management Expenses		18,535	74,140	75,795	77,488	79,220	80,992	82,806	84,661	86,560	88,503	90,491	92,525	94,607	96,737	98,917	101,148	103,431	105,767	108,159	110,606
Salaries/Benefits																					
Office Salaries	3.5%	36,498	145,993	151,102	156,391	161,865	167,530	173,393	179,462	185,743	192,244	198,973	205,937	213,145	220,605	228,326	236,317	244,589	253,149	262,009	271,180
Manager's Salary	3.5%	16,000	64,000	66,240	68,558	70,958	73,441	76,012	78,672	81,426	84,276	87,225	90,278	93,438	96,708	100,093	103,596	107,222	110,975	114,859	118,879
Health Insurance and Other Benefits	3.5%	15,029	60,115	62,219	64,396	66,650	68,983	71,397	73,896	76,482	79,159	81,930	84,797	87,765	90,837	94,016	97,307	100,713	104,238	107,886	111,662
Other Salaries/Benefits	3.5%																				
Sub-total Salaries/Benefits		67,527	270,107	279,561	289,345	299,473	309,954	320,803	332,031	343,652	355,679	368,128	381,013	394,348	408,150	422,436	437,221	452,524	468,362	484,755	501,721
Administration																					
Advertising and Marketing	3.5%	183	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356
Office Expenses		8,750	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Office Rent	3.5%	2,500	10,000	10,350	10,712	11,087	11,475	11,877	12,293	12,723	13,168	13,629	14,106	14,600	15,111	15,640	16,187	16,753	17,340	17,947	18,575
Legal Expense – Property	1.5%	1,583	6,330	6,552	6,781	7,018	7,264	7,518	7,781	8,054	8,335	8,627	8,929	9,242	9,565	9,900	10,246	10,605	10,976	11,360	11,758
Audit Expense / Property	3.5%																				
Bookkeeping/Accounting Services	3.5%	3,936	15,742	16,293	16,863	17,454	18,064	18,697	19,351	20,028	20,729	21,455	22,206	22,983	23,787	24,620	25,482	26,374	27,297	28,252	29,241
Bad Debts																					
Miscellaneous																					
Sub-total Administration Expenses		16,951	67,802	68,950	70,138	71,368	72,641	73,959	75,322	76,733	78,194	79,706	81,271	82,890	84,566	86,301	88,097	89,955	91,878	93,869	95,930
Utilities																					
Electricity	3.5%	4,375	17,500	18,113	18,746	19,403	20,082	20,785	21,512	22,265	23,044	23,851	24,685	25,549	26,444	27,369	28,327	29,319	30,345	31,407	32,506
Water	3.5%	12,000	48,000	49,680	51,419	53,218	55,081	57,009	59,004	61,069	63,207	65,419	67,709	70,079	72,531	75,070	77,697	80,417	83,231	86,144	89,159
Gas	3.5%	12,075	48,300	49,991	51,740	53,551	55,425	57,365	59,373	61,451	63,602	65,828	68,132	70,517	72,985	75,539	78,183	80,919	83,752	86,683	89,717
Sewer	3.5%	9,250	37,000	38,295	39,635	41,023	42,458	43,944	45,482	47,074	48,722	50,427	52,192	54,019	55,910	57,866	59,892	61,988	64,157	66,403	68,727
Sub-total Utilities		37,700	150,800	156,078	161,541	167,195	173,046	179,103	185,372	191,860	198,575	205,525	212,718	220,163	227,869	235,845	244,099	252,643	261,485	270,637	280,109
Taxes and Licenses																					
Real Estate Taxes	3.5%	750	3,000	3,105	3,214	3,326	3,443	3,563	3,688	3,817	3,950	4,089	4,232	4,380	4,533	4,692	4,856	5,026	5,202	5,384	5,572
Payroll Taxes	3.5%	1,486	5,945	6,153	6,368	6,591	6,822	7,061	7,308	7,564	7,828	8,102	8,386	8,680	8,983	9,298	9,623	9,960	10,309	10,669	11,043
Miscellaneous Taxes, Licenses and Permits	3.5%	2,236	8,945	9,258	9,582	9,917	10,265	10,624	10,996	11,381	11,779	12,191	12,618	13,059	13,517	13,990	14,479	14,986	15,511	16,053	16,615
Sub-total Taxes and Licenses		2,236	8,945	9,258	9,582	9,917	10,265	10,624	10,996	11,381	11,779	12,191	12,618	13,059	13,517	13,990	14,479	14,986	15,511	16,053	16,615
Insurance																					
Property and Liability Insurance	3.5%	16,750	67,000	69,345	71,772	74,284	76,884	79,575	82,360	85,243	88,226	91,314	94,510	97,818	101,242	104,785	108,453	112,248	116,177	120,243	124,452
Fidelity Bond Insurance																					
Worker's Compensation																					
Director's & Officer's Liability Insurance																					
Sub-total Insurance		67,000	67,000	69,345	71,772	74,284	76,884	79,575	82,360	85,243	88,226	91,314	94,510	97,818	101,242	104,785	108,453	112,248	116,177	120,243	124,452
Maintenance & Repair																					
Payroll	3.5%	16,106	64,423	66,678	69,012	71,427	73,927	76,515	79,193	81,964	84,833	87,802	90,875	94,056	97,348	100,755	104,281	107,931	111,709	115,619	119,665
Supplies	3.5%	9,806	39,222	40,595	42,016	43,486	45,008	46,583	48,214	49,901	51,648	53,456	55,327	57,263	59,267	61,341	63,488	65,711	68,010	70,391	72,854
Contracts	3.5%	12,000	48,000	49,680	51,419	53,218	55,081	57,009	59,004	61,069	63,207	65,419	67,709	70,079	72,531	75,070	77,697	80,417	83,231	86,144	89,159
Garbage and Trash Removal	3.5%																				
Security/Patrol Contract	3.5%	7,000	28,000	28,980	29,994	31,044	32,131	33,255	34,419	35,624	36,871	38,161	39,497	40,879	42,310	43,791	45,323	46,910	48,552	50,251	52,010
HVAC Repairs and Maintenance	3.5%																				
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	1,150	4,600	4,761	4,928	5,100	5,279	5,463	5,655	5,852	6,057	6,269	6,489	6,716	6,951	7,194	7,446	7,707	7,976	8,256	8,544
Miscellaneous Operating and Maintenance Expenses	3.5%																				
Sub-total Maintenance & Repair Expenses		46,061	184,245	190,694	197,368	204,276	211,426	218,826	226,484	234,411	242,616	251,107	259,896	268,992	278,407	288,151	298,237	308,675	319,479	330,660	342,233
Supportive Services																					
Sub-total Supportive Services			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING EXPENSES		205,760	823,039	849,681	877,235	905,733	935,208	965,694	997,226	1,029,839	1,063,572	1,098,462	1,134,551	1,171,878	1,210,488	1,250,424	1,291,733	1,334,461	1,378,659	1,424,377	1,471,667
NET OPERATING INCOME (INCOME minus OPERATING EXPENSES)		25,505	102,020	102,507	103,008	103,524	104,056	104,603	105,168	105,749	106,347	106,963	107,599	108,253	108,926	109,619	110,334	111,070	111,828	112,609	113,414

DEBT SERVICE (amortizing loans)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
First Lender (enter name in comments field) - HCD Mandatory Interest Payment	10,500	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000
Second Lender (enter name in comments field)																				
Third Lender (enter name in comments field)																				
Fourth Lender (enter name in comments field)																				
Fifth Lender (enter name in comments field)																				
TOTAL DEBT SERVICE	10,500	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000

RESERVES

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Replacement Reserve Deposit	10,950	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800
Operating Reserve Deposit																				
Other Required Reserve Deposit																				
TOTAL RESERVES	10,950	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800

CASH FLOW (includes FIRST SURPLUS CASH RESERVES)

USES OF CASH FLOW

CASH FLOW PRECEDING MOH DEBT SERVICE & PAYMENTS

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Asset Management Fee (see policy for applicable limits)																				
Ground Lease & Related Payment																				
Partnership Management Fee (see policy for applicable limits)	3,055	12,220	12,587	12,964	13,353	13,754	14,166	14,591	15,029	15,480	15,944	16,423	16,915	17,423	17,945	18,484	19,038	19,610	20,198	20,804
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for applicable limits)	1,000	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703	5,874	6,050	6,232	6,419	6,611	6,810
Deferred Developer Fee																				
Other Payments																				
Non-amortizing Loan Payment - Lender 1																				
Non-amortizing Loan Payment - Lender 2																				
Non-amortizing Loan Payment - Lender 3																				
Non-amortizing Loan Payment - Lender 4																				
Non-amortizing Loan Payment - Lender 5																				

RESIDUAL RECEIPTS

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
TOTAL MOH DEBT SERVICE from row 132	4,055	16,220	16,707	17,208	17,724	18,256	18,803	19,368	19,949	20,547	21,163	21,798	22,452	23,126	23,820	24,534	25,270	26,028	26,809	27,613
TOTAL PAYMENTS PRECEDING MOH	4,055	16,220	16,707	17,208	17,724	18,256	18,803	19,368	19,949	20,547	21,163	21,799	22,453	23,126	23,819	24,534	25,270	26,028	26,809	27,614
MOH RESERVE																				
TOTAL MOH DEBT SERVICE PAYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REMAINING BALANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

REMAINDER (should be zero unless there are distributions below)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Owner Distributions																				
Other Distributions, if any																				
Final Balance (should be zero)																				

MOH DEBT SERVICE — formula may require adjustment if MOH loan has Residual Receipts obligations.

- Does this MOH Loan have Residual Receipt Obligations? A formula revise E128 & E129 for any unique repayment terms & describe in comments. — YES | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes | yes
- a) Max Borrower Percentage of Residual Receipts: — 50% | ...
- b) Max per unit: — 11% | ...
- c) Maximum to be Repaid (lesser of a) or b)): — 36,500 | 36,500 | ...
- d) Residual Receipts Amount Due (less of a) c))

REPLACEMENT RESERVE - RUNNING BALANCE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Replacement Reserve Starting Balance		43,800	87,600	131,400	175,200	219,000	262,800	306,600	350,400	394,200	438,000	481,800	525,600	569,400	613,200	657,000	700,800	744,600	788,400	832,200
Replacement Reserve Deposits	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800
Replacement Reserve Withdrawals (initially tied to CNA)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Reserve Interest																				
RR Running Balance	43,800	87,600	131,400	175,200	219,000	262,800	306,600	350,400	394,200	438,000	481,800	525,600	569,400	613,200	657,000	700,800	744,600	788,400	832,200	876,000
Operating Reserve Starting Balance	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033
Operating Reserve Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Reserve Withdrawals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Reserve Interest																				
OR Running Balance	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033

Application Date:	1/30/2013		Number of Affordable Units:	73	
Project Name:	1075 Le Conte		Bedrooms:	115	
Project Address:	1075 Le Conte		Beds:	115	
Project Sponsor:	Mercy Housing CA and Providence Foundat				

Year: 2013

INCOME

	Residential	Non-Residential	Totals	Comments		
Residential – Tenant Rents	244,404		244,404			
Residential – Tenant Assistance Payments (OSD)	427,508		427,508	$650,011	686,876	526,865
Residential – Tenant Assistance Payments McKinney	259,368		259,368	17 units based on FMR 2013		
Parking			0			
Miscellaneous Rent Income			0			
Supportive Services Income			0			
Interest Income - Project Operations			0			
Laundry and Vending	6,000		6,000			
Tenant Charges			0			
Miscellaneous Income			0			
Gross Potential Income	937,280	0	937,280			
Vacancy Loss (default to 5% must enter as negative number if need to override.)	-12,220	0	-12,220	5% on tenant rents only		
EFFECTIVE GROSS INCOME	925,060	0	925,060			

OPERATING EXPENSES

Management

Management Fee	56,940		56,940	$65 PUPM	
Asset Management Fee	17,200		17,200	per SF MOH	
Administrative Rent-Free Unit			0		
Sub-total Management Expenses	74,140	0	74,140		

Salaries/Benefits

Office Salaries	145,993		145,993	asst mgr and 24/7 coverage	
Manager's Salary	64,000		64,000	1 FTE	
Health Insurance and Other Benefits	60,115		60,115		5410,3059
Other Salaries/Benefits			0		
Sub-total Salaries/Benefits	270,107	0	270,107		

Administration

Advertising and Marketing	730		730	
Office Expenses	35,000		35,000	computer and telephone
Office Rent			0	
Legal Expenses - Property	10,000		10,000	
Audit Expense	6,330		6,330	
Bookkeeping/Accounting Services	15,742		15,742	
Bad Debts			0	
Miscellaneous	0		0	
Sub-total Administration Expenses	67,802	0	67,802	

Utilities

Electricity	17,500		17,500	
Water	48,000		48,000	
Gas	48,300		48,300	
Sewer	37,000		37,000	
Sub-total Utilities	150,800	0	150,800	

Taxes and Licenses

Real Estate Taxes	3,000		3,000	
Payroll Taxes	5,945		5,945	
Miscellaneous Taxes, Licenses and Permits			0	
Sub-total Taxes and Licenses	8,945	0	8,945	

Insurance

Property and Liability Insurance	67,000		67,000	
Fidelity Bond Insurance			0	
Worker's Compensation			0	
Director's & Officers' Liability Insurance			0	
Sub-total Insurance	67,000	0	67,000	

Maintenance & Repair

Payroll	64,423		64,423	1 FTE Maintenance and janitorial
Supplies			0	
Contracts	39,222		39,222	grounds, exterminating, fire alarm, and elevator
Garbage and Trash Removal	48,000		48,000	
Security Payroll/Contract			0	
HVAC Repairs and Maintenance	28,000		28,000	
Vehicle and Maintenance Equipment Operation and Repairs			0	
Miscellaneous Operating and Maintenance Expenses	4,600		4,600	painting
Sub-total Maintenance & Repair Expenses	184,245	0	184,245	
Supportive Services			0	part of HSA service contract
TOTAL OPERATING EXPENSES	823,039	0	823,039	

NET OPERATING INCOME (EFFECTIVE GROSS OPERATING EXPENSES)	102,020	0	102,020	

DEBT SERVICE (Hard debt/amortized loans)

Ground Lease Base Rent			0	
First Lender (enter name in comments field)	42,000		42,000	HCD Mandatory Interest Payment
Second Lender (enter name in comments field)			0	
Third Lender (enter name in comments field)			0	
Fourth Lender (enter name in comments field)			0	
Fifth Lender (enter name in comments field)			0	
TOTAL DEBT SERVICE	42,000	0	42,000	

RESERVES

Replacement Reserve Deposit	43,800		43,800	
Operating Reserve Deposit			0	
Other Required Reserve Deposit			0	
TOTAL RESERVES	43,800	0	43,800	

CASH FLOW (NOI minus DEBT SERVICE minus RESERVES)	16,220	0	16,220	

USES OF CASH FLOW

PAYMENTS MADE PRECEDING MOH DEBT SERVICE (IF APPLICABLE)

Asset Management Fee			0	
Ground Lease & Related Payment			0	
Partnership Management Fee	12,220		12,220	
Investor Service Fee (aka "LP Asset Mgt Fee")	4,000		4,000	
Deferred Developer Fee			0	
Other Payments			0	
Non-amortizing Loan Pmnt - Lender 1 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 2 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 3 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 4 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 5 (note name in comments)			0	
TOTAL PAYMENTS PRECEDING MOH	16,220	0	16,220	

RESIDUAL RECEIPTS

TOTAL RESIDUAL RECEIPTS DEBT SERVICE

TOTAL MOH RESIDUAL RECEIPTS LOAN REPAYMENT	0		0	
REMAINING BALANCE	0	0	0	

USES BELOW MOH DEBT SERVICE (IF APPLICABLE)

Asset Management Fee			0	
Ground Lease & Related Payment			0	
Partnership Management Fee			0	
Investor Service Fee (aka "LP Asset Mgt Fee")			0	
Deferred Developer Fee			0	
Other Payments			0	
Non-amortizing Loan Pmnt - Lender 1 (note name in comments)			0	
Non-amortizing Loan Pmnt - Lender 2 (note name in comments)			0	
TOTAL PAYMENTS BELOW MOH	0	0	0	
REMAINDER (Should be zero unless there are distributions below)	0	0	0	
Owner Distributions				
Other Distributions/Uses				
Final Balance (should be zero)			0	

MOH DEBT SERVICE — minimum loan calculates MOH Debt Service for above

Project Has a MOH Loan With Residual Receipt Obligation?	yes		yes	
Formula revised P129 & L129 for any unique repayment terms & describe in comments			0	
a) Max Borrower Percentage of Residual Receipts	33%		0	
b) Max per unit	$500		36,500	
c) Maximum of the Percent or lesser of a) vs b)			0	
d) Residual Receipts Amount Due (Res Receipts - c)			0	

Application Date: 1/30/2013
Project Name: 1075 La Conte
Project Address: 1075 La Conte
Project Sponsor: Mercy Housing CA and Providence Foundation

Number of Affordable Units: 73
Bedrooms: 115
Beds: 115

	% annual increase	Year 1 (2013) Oct–Dec	Year 2 2014	Year 3 2015	Year 4 2016	Year 5 2017	Year 6 2018	Year 7 2019	Year 8 2020	Year 9 2021	Year 10 2022	Year 11 2023	Year 12 2024	Year 13 2025	Year 14 2026	Year 15 2027	Year 16 2028	Year 17 2029	Year 18 2030	Year 19 2031	Year 28 2032
INCOME																					
Residential – Tenant Rents	2.0%	61,101	244,414	249,292	254,278	259,363	264,551	269,842	275,239	280,743	286,358	292,085	297,927	303,886	309,963	316,163	322,486	328,936	335,514	342,225	349,069
Residential – Tenant Assistance Payments	1.8%	106,877	427,508	443,387	459,938	477,184	495,153	513,872	533,373	553,683	574,834	596,859	619,787	643,665	668,518	694,386	721,309	749,325	778,439	808,812	840,370
Residential – Rental Assistance Payments M-Balance	2.5%	64,842	259,368	265,852	272,499	279,311	286,294	293,451	300,787	308,307	316,015	323,915	332,013	340,313	348,821	357,542	366,480	375,642	385,033	394,659	404,526
Parking		–	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Real Income		–	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supportive Services Income		–	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Income – Project Operations		–	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry and Vending	2.0%	1,500	6,000	6,120	6,242	6,367	6,495	6,624	6,757	6,892	7,030	7,171	7,314	7,460	7,609	7,762	7,917	8,075	8,237	8,401	8,569
Tenant Charges																					
Miscellaneous Income																					
Gross Potential Income		234,320	937,280	964,652	992,957	1,022,225	1,052,492	1,083,790	1,116,156	1,149,625	1,184,237	1,220,030	1,257,045	1,295,324	1,334,912	1,375,852	1,418,192	1,461,978	1,507,263	1,554,097	1,602,534
Vacancy Loss			–12,220	–12,465	–12,714	–12,968	–13,228	–13,492	–13,762	–14,037	–14,318	–14,604	–14,896	–15,194	–15,498	–15,808	–16,124	–16,447	–16,776	–17,111	–17,453
EFFECTIVE GROSS INCOME		205,760	925,060	952,187	980,243	1,009,257	1,039,264	1,070,298	1,102,394	1,135,588	1,169,919	1,205,426	1,242,149	1,280,130	1,319,414	1,360,044	1,402,067	1,445,532	1,490,487	1,536,986	1,585,081
OPERATING EXPENSES																					
Management																					
Management Fee	3.0%	14,235	56,940	58,079	59,240	60,425	61,634	62,866	64,124	65,406	66,714	68,049	69,410	70,798	72,214	73,658	75,131	76,634	78,166	79,730	81,324
Asset Management Fee (use Policy for applicable limit)	3.0%	4,300	17,200	17,716	18,247	18,795	19,359	19,940	20,538	21,154	21,788	22,442	23,115	23,809	24,523	25,259	26,017	26,797	27,601	28,429	29,282
Administrative Rent-Free Unit																					
Sub-total Management Expenses		18,535	74,140	75,795	77,488	79,220	80,992	82,806	84,661	86,560	88,503	90,491	92,525	94,607	96,737	98,917	101,148	103,431	105,767	108,159	110,606
Salaries/Benefits																					
Office Salaries	3.5%	36,498	145,993	151,102	156,391	161,865	167,530	173,393	179,462	185,743	192,244	198,973	205,937	213,145	220,605	228,326	236,317	244,589	253,149	262,009	271,180
Manager's Salary	3.5%	16,000	64,000	66,240	68,558	70,958	73,441	76,012	78,672	81,426	84,276	87,225	90,278	93,438	96,708	100,093	103,596	107,222	110,975	114,859	118,879
Health Insurance and Other Benefits	3.5%	15,029	60,115	62,219	64,396	66,650	68,983	71,397	73,896	76,482	79,159	81,930	84,797	87,765	90,837	94,016	97,307	100,713	104,738	107,886	111,662
Other Salaries/Benefits																					
Sub-total Salaries/Benefits		67,527	270,107	279,561	289,345	299,473	309,954	320,803	332,031	343,652	355,679	368,128	381,013	394,348	408,150	422,436	437,221	452,524	468,362	484,755	501,721
Administration																					
Advertising and Marketing	3.5%	183	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,319	1,356
Office Expenses		8,750	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Office Rent																					
Legal Expenses – Property	3.5%	2,500	10,000	10,350	10,712	11,087	11,475	11,877	12,293	12,723	13,168	13,629	14,106	14,600	15,111	15,640	16,187	16,753	17,340	17,947	18,575
Audit Expense	3.5%	1,583	6,330	6,552	6,781	7,018	7,264	7,518	7,781	8,054	8,335	8,627	8,929	9,242	9,565	9,900	10,246	10,605	10,976	11,360	11,758
Bookkeeping/Accounting Services	3.5%	3,936	15,742	16,293	16,863	17,454	18,064	18,697	19,351	20,028	20,729	21,455	22,206	22,983	23,787	24,620	25,482	26,374	27,297	28,252	29,241
Bad Debt																					
Miscellaneous																					
Sub-total Administration Expenses		16,951	67,802	68,950	70,138	71,368	72,641	73,959	75,322	76,733	78,194	79,706	81,271	82,890	84,566	86,301	88,097	89,955	91,878	93,869	95,930
Utilities																					
Electricity	3.0%	4,375	17,500	18,113	18,746	19,403	20,082	20,785	21,512	22,265	23,044	23,851	24,685	25,549	26,444	27,369	28,327	29,319	30,345	31,407	32,506
Water	3.5%	12,000	48,000	49,680	51,419	53,218	55,081	57,009	59,004	61,069	63,207	65,419	67,709	70,079	72,531	75,070	77,697	80,417	83,231	86,144	89,159
Gas	3.5%	12,075	48,300	49,991	51,740	53,551	55,425	57,365	59,373	61,451	63,602	65,828	68,132	70,517	72,985	75,539	78,183	80,919	83,752	86,683	89,717
Sewer	3.5%	9,250	37,000	38,295	39,635	41,023	42,458	43,944	45,482	47,074	48,722	50,427	52,192	54,019	55,910	57,866	59,892	61,988	64,157	66,403	68,727
Sub-total Utilities		37,700	150,800	156,078	161,541	167,195	173,046	179,103	185,372	191,860	198,575	205,525	212,718	220,163	227,869	235,845	244,099	252,643	261,485	270,637	280,109
Taxes and Licenses																					
Real Estate Taxes	3.5%	750	3,000	3,105	3,214	3,326	3,443	3,563	3,688	3,817	3,950	4,089	4,232	4,380	4,533	4,692	4,856	5,026	5,202	5,384	5,572
Payroll Taxes	3.5%	1,486	5,945	6,153	6,368	6,591	6,822	7,061	7,308	7,564	7,828	8,102	8,386	8,680	8,983	9,298	9,623	9,960	10,309	10,669	11,043
Miscellaneous Taxes, Licenses and Permits																					
Sub-total Taxes and Licenses		2,236	8,945	9,258	9,582	9,917	10,265	10,624	10,996	11,381	11,779	12,191	12,618	13,059	13,517	13,990	14,479	14,986	15,511	16,053	16,615
Insurance																					
Property and Liability Insurance	3.5%	16,750	67,000	69,345	71,772	74,284	76,884	79,575	82,360	85,243	88,226	91,314	94,510	97,818	101,242	104,785	108,453	112,248	116,177	120,243	124,452
Fidelity Bond Insurance																					
Workers' Compensation																					
Directors' & Officers' Liability Insurance																					
Sub-total Insurance		67,000	67,000	69,345	71,772	74,284	76,884	79,575	82,360	85,243	88,226	91,314	94,510	97,818	101,242	104,785	108,453	112,248	116,177	120,243	124,452
Maintenance & Repair																					
Payroll	3.5%	16,106	64,423	66,678	69,012	71,427	73,927	76,515	79,193	81,964	84,833	87,802	90,875	94,056	97,348	100,755	104,281	107,931	111,709	115,619	119,665
Supplies	3.5%	9,806	39,225	40,595	42,016	43,486	45,008	46,583	48,214	49,901	51,648	53,456	55,327	57,263	59,267	61,341	63,488	65,711	68,010	70,391	72,854
Contracts	3.5%	12,000	48,000	49,680	51,419	53,218	55,081	57,009	59,004	61,069	63,207	65,419	67,709	70,079	72,531	75,070	77,697	80,417	83,231	86,144	89,159
Garbage and Trash Removal	3.5%	7,000	28,000	28,980	29,994	31,044	32,131	33,255	34,419	35,624	36,871	38,161	39,497	40,879	42,310	43,791	45,123	46,910	48,552	50,251	52,010
Security Payroll/Contract																					
HVAC Repairs and Maintenance																					
Vehicle and Maintenance Equipment Operation and Repairs	3.5%	1,150	4,600	4,761	4,928	5,100	5,279	5,463	5,655	5,852	6,057	6,269	6,489	6,716	6,951	7,194	7,446	7,707	7,976	8,256	8,544
Miscellaneous Operating and Maintenance Expenses																					
Sub-total Maintenance & Repair Expenses		46,061	184,245	190,694	197,368	204,276	211,426	218,826	226,484	234,411	242,616	251,107	259,896	268,992	278,407	288,151	298,237	308,675	319,479	330,660	342,233
Supportive Services																					
TOTAL OPERATING EXPENSES		205,760	823,039	849,681	877,235	905,733	935,208	965,694	997,226	1,029,839	1,063,572	1,098,462	1,134,551	1,171,878	1,210,488	1,250,424	1,291,733	1,334,461	1,378,659	1,424,377	1,471,667
NET OPERATING INCOME (EGI minus Total Operating Expenses)		0	102,020	102,506	103,008	103,524	104,056	104,603	105,168	105,749	106,347	106,964	107,598	108,252	108,926	109,620	110,335	111,070	111,828	112,609	113,414
DEBT SERVICE (Amortizing Loans)																					
Ground Lease Base Rent		10,500	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000
First Lender (enter name in comments field)																					
Second Lender (enter name in comments field)																					
Third Lender (enter name in comments field)																					
Fourth Lender (enter name in comments field)																					
Fifth Lender (enter name in comments field)																					
TOTAL DEBT SERVICE		10,500	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000
RESERVES																					
Replacement Reserve Deposit		10,950	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800
Operating Reserve Deposit																					
Other Required Reserve Deposit																					
TOTAL RESERVES		10,950	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800
CASH FLOW (Net before DEBT SERVICE minus RESERVES)		4,055	16,220	16,706	17,208	17,724	18,256	18,803	19,368	19,949	20,547	21,164	21,798	22,452	23,126	23,820	24,535	25,270	26,028	26,809	27,614
USES OF CASH FLOW																					
Asset Management Fee (use Policy for applicable limit)	3.0%																				
Ground Lease % Rent Payment																					
Partnership Management Fee (use Policy for applicable limit)		3,055	12,220	12,587	12,964	13,353	13,754	14,166	14,591	15,029	15,480	15,944	16,423	16,915	17,423	17,945	18,484	19,038	19,610	20,198	20,804

Investor Service Fee (aka "LP Asset Mgt Fee")(see policy at, including Basis)																							
Deferred Developer Fee																							
Other Payments																							
Non-amortizing Loan Payment - Lender 1																							
Non-amortizing Loan Payment - Lender 2																							
Non-amortizing Loan Payment - Lender 3																							
Non-amortizing Loan Payment - Lender 4																							
TOTAL PAYMENTS PRECEDING MOH	4,055	16,220	16,707	17,208	17,724	18,256	18,803	19,368	19,949	20,547	21,163	21,798	22,452	23,126	23,820	24,534	25,270	26,028	26,809	27,613			
RESIDUAL RECEIPTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
TOTAL MULTIPLE SERVICE PAYMENT (from line 132)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
REMAINING BALANCE																							
Asset Management Fee (see policy for applicable Basis)																							
Ground Lease & Related Payment																							
Partnership Management Fee (see policy for applicable Basis)																							
Investor Service Fee (aka "LP Asset Mgt Fee")(see policy for applicable Basis)																							
Deferred Developer Fee																							
Other Payments																							
Non-amortizing Loan Payment - Lender 1																							
Non-amortizing Loan Payment - Lender 2																							
TOTAL PAYMENTS BELOW MOH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
REMAINDER (Should be zero unless there are distributions below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Owner Distributions																							
Other Distributions																							
Final Balance (should be zero)	0	0	0																				
Project Have a MOH Loan With Residual Receipts Obligation?	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes			
Formula: series 1128 & 1129 for any unique repayment terms...	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
a) Max Reserve of Percentage of Residual Receipts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
b) Max Imt. amt	36,500	36,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
c) Minimum of b, Retained lesser of a's b	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
d) Residual Receipts Annual Due (Res Recepts, c)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
REPLACEMENT RESERVE - RUNNING BALANCE																							
Replacement Reserve Starting Balance	43,800	43,800	87,600	131,400	175,200	219,000	262,800	306,600	350,400	394,200	438,000	481,800	525,600	569,400	613,200	657,000	700,800	744,600	788,400	832,200			
Replacement Reserve Deposits	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800	43,800			
Replacement Reserve Withdrawals (which apply to CNA)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Replacement Reserve Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
RR Running Balance	87,600	87,600	131,400	175,200	219,000	262,800	306,600	350,400	394,200	438,000	481,800	525,600	569,400	613,200	657,000	700,800	744,600	788,400	832,200	876,000			
OPERATING RESERVE - RUNNING BALANCE																							
Operating Reserve Starting Balance	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033			
Operating Reserve Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Operating Reserve Withdrawals																							
Operating Reserve Interest																							
OR Running Balance	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033	388,033			

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: _____

F-1

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

August 31, 2012

Notice of Availability of 2012 Annual Monitoring Report Form and Reminder of Deadline

The Annual Monitoring Report (AMR) forms for Reporting Year 2012 (RY2012) are available. The forms can be downloaded from the Asset Management page of the MOH web site.

The report is due on October 31 for projects whose business year ends June 30 and on April 30 for projects whose business year ends December 31. For any projects whose business year ends on a different date than above, the report is due 4 months from the last date of the business year.

Submissions for RY2012 and any outstanding reports from prior reporting years will be accepted only in the RY2012 format.

The RY2012 AMR form has been revised somewhat from the form for RY2011. The revisions are summarized as follows.

- Worksheet 1A – There are new questions about supportive services that were available to tenants during the reporting period. Questions about when a project was last rehabilitated and will next be rehabilitated have been eliminated.
- Worksheet 1B must be completed for all transitional housing programs, shelters, residential treatment programs and group homes.
- Worksheet 2 – The information required about a project's Replacement Reserve and Operating Reserve has been simplified and the "Report of Segregated Project Account Balances" has been eliminated.
- Worksheet 3 – New columns have been added to collect the income and size of a household at the time of initial occupancy.
- Worksheet 6 – A new worksheet has been added where information about the funding of the supportive services that were available to tenants must be reported. For any projects that received bond financing and are subject to CDLAC reporting requirements, the most-recent annual reports to the service funder/s must be attached along with the other files that are submitted with the AMR.

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

Provide all applicable information that is requested in worksheets 1-6. 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 2012. 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.

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

EDWIN M. LEE
MAYOR

OLSON LEE
DIRECTOR

UPDATED March 27, 2013

REMINDER OF CHANGE IN ANNUAL REPORTING REQUIREMENT FOR AFFORDABLE HOUSING PROJECTS FUNDED BY THE SAN FRANCISCO REDEVELOPMENT AGENCY

This notice is to inform you about changes to the systems used to monitor the compliance of multifamily rental affordable housing projects that have received funding from the former San Francisco Redevelopment Agency ("SFRA"). We sent an alert about this previously. We are resending this to make sure that you are aware of the changes to your reporting obligations.

Effective February 1, 2012, the California legislature dissolved all Redevelopment Agencies in the state. Please see http://www.sfredevelopment.org/ for more details.

The San Francisco Mayor's Office of Housing ("MOH") is the "successor housing agency" of the SFRA. As a result, affordable housing projects that were developed with financing from SFRA are now subject to the same reporting requirements that apply to MOH-financed projects.

MOH uses an Annual Monitoring Report ("AMR") to gather the data needed to verify compliance with project obligations. All of the information you need regarding the AMR and many other compliance-related topics can be found on the Asset Management page of the MOH web site.

The first reports due are for any projects that were operating during the calendar year period of 1/1/2012 thru 12/31/2012 and the fiscal year period of 7/1/2012 thru 6/30/2013.

MOH's standard guidance letter regarding the AMR process appears below. Please read further for applicable reporting deadlines, links to the report forms and more info about the electronic submission process.

MOH previously hosted an AMR training session for any organizations that see a need for formal support in their efforts to prepare and submit a complete and accurate report. MOH is prepared to host a second AMR training session:

> Thursday, April 4, 10:30am-12pm, Room 5080, 1 South Van Ness Ave, 5th Floor

Please email me to RSVP by Monday April 1st in order to reserve seat/s for the training.

If you have any questions regarding this notice or any aspect of the annual reporting process that is applicable to your City-funded affordable housing project/s, please contact me via email. *Do not reply to this email – rather, please contact me via the email below.*

Thanks,
Garrett Smith
Asset Manager
garrett.smith@sfgov.org

Notice of Availability of 2012 Annual Monitoring Report Form and Reminder of Deadline

The Annual Monitoring Report (AMR) forms for Reporting Year 2012 (RY2012) are available. The forms can be downloaded from the Asset Management page of the MOH web site.

The report is due on October 31 for projects whose business year ends June 30 and on April 30 for projects whose business year ends December 31. For any projects whose business year ends on a different date than above, the report is due 4 months from the last date of the business year.

Submissions for RY2012 and any outstanding reports from prior reporting years will be accepted only in the RY2012 format.

The RY2012 AMR form has been revised somewhat from the form for RY2011. The revisions are summarized as follows.

- Worksheet 1A – There are new questions about supportive services that were available to tenants during the reporting period. Questions about when a project was last rehabilitated and will next be rehabilitated have been eliminated.
- Worksheet 1B must be completed for all transitional housing programs, shelters, residential treatment programs and group homes.
- Worksheet 2 – The information required about a project's Replacement Reserve and Operating Reserve has been simplified and the "Report of Segregated Project Account Balances" has been eliminated.
- Worksheet 3 – New columns have been added to collect the income and size of a household at the time of initial occupancy.
- Worksheet 6 – A new worksheet has been added where information about the funding of the supportive services that were available to tenants must be reported. For any projects that received bond financing and are subject to CDLAC reporting requirements, the most-recent annual reports to the service funder/s must be attached along with the other files that are submitted with the AMR.

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
- 1A. Property & Residents (revised)
- 1B. Transitional Programs Only (new)
- 2. Fiscal Activity (revised)

3. Occupancy & Rent Info (revised)
4. Narrative
5. Project Funding Summary
6. Services Funding (new)

Provide all applicable information that is requested in worksheets 1-6. 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 2012. 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.

*** **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 moh.amr@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 supportive services for the project during the reporting period and has made available (or caused to be made available through another party) all supportive services that are required by existing, applicable funding and regulatory agreements.
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.

	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 1A – Property & Residents 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.

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: _____

You MUST supply an answer to every question. Failing to supply an answer may cause the form to characterize your work as "incomplete" (see Checklist).

When using the "paste" function to enter data in the AMR worksheets, you should double-click into a cell prior to pasting. This will ensure that your input is validated and prevent you from submitting forms with invalid data. Any forms with invalid data will be returned with instructions to fix and resubmit.

NOT SURE ABOUT AN ENTRY? FINDING A NEED TO DOCUMENT HOW YOU DERIVED A PARTICULAR NUMBER? Please record your notes as a response to the last question (#9) on the Narrative worksheet.

Checklist of Annual Program Monitoring Report Forms

CCSF -- MOH -- RY2012AMR -- 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
To Be Determined	Project Activity Report: 6. Services Funding

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 4	incomplete
questions 5 thru 21	incomplete
questions 22 thru 29	incomplete
questions 30 thru 40	incomplete
questions 52 thru 58	incomplete
questions 59 thru 62	incomplete
questions 76 thru 97	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 203	incomplete
Replacement Reserve - rows 206 thru 212	incomplete
Program Income, rows 240 thru 250	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   incomplete

WORKSHEET 6. Services Funding   To Be Determined

CCSF -- MOH -- RY2012AMR -- 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 **Full Street Address** (e.g. "123 Main Street")
	CONTACT INFO	
5		**Property Management Company**
6		**Property Manager Name**
7		**Property Manager Phone Number**
8		**Property Manager E-mail**
9		**Property Supervisor Name**
10		**Property Supervisor Phone Number**
11		**Property Supervisor E-mail**
12		**Property Owner Name**
13		**Property Owner Contact Person**
14		**Property Owner Contact Phone Number**
15		**Property Owner Contact E-mail**
16		**Asset Manager Name**
17		**Asset Manager Phone Number**
18		**Asset Manager E-mail**
19		**AMR Preparer's Name**
20		**AMR Preparer's Phone Number**
21		**AMR Preparer's E-mail**
	PROPERTY INFO	
	What is the Bedroom/Unit Mix for the Property?	
22		Number of *Single Room Occupancy (SRO) Units*
23		Number of *Studios / (0) Zero Bedroom Units*
24		Number of *(1) One Bedroom Units*
25		Number of *(2) Two Bedroom Units*
26		Number of *(3) Three Bedroom Units*
27		Number of *(4) Four Bedroom Units*
28		Number of *(5+) Four or More Bedroom Units*
29	0	Number of **Residential Units** at Property
30		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
31		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)

32	# 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.)*
33		How many **Health, Building or Housing Code Violations** were open from *prior* years?
34		How many **Health, Building or Housing Code Violations** were cleared in the reporting year?
35	# 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.)*
36	# 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.)
37		As of the last day of the reporting period, how many units were fully **Accessible to Physically Impaired Tenants?**
38		As of the last day of the reporting period, how many units were **Adaptable for Physically Impaired Tenants?**
39		As of the last day of the reporting period, how many units were fully **Accessible to Visually Impaired Tenants?**
40		As of the last day of the reporting period, how many units were fully **Accessible to Hearing Impaired Tenants?**

new				
	Resident Services: indicate below any services that were available to the residents free of charge, on site or at another designated location within 1/4 mile of the project. You must also provide detailed info about the service provider using Worksheet "6. Service Summary". **Projects that received bond financing and remain subject to CDLAC reporting requirements have additional annual reporting duties, please read the instructions on Worksheet 6 carefully**.			

41		Go To WS6	After School Program/s (y/n)	new
42		Go To WS6	Licensed Day Care Service *(participant fees are allowable for day care ONLY)* (y/n)	new
43		Go To WS6	Youth Program/s (y/n)	new
44		Go To WS6	Educational Classes (e.g. basic skills, computer training, ESL) (y/n)	new
45		Go To WS6	Health and Wellness Services/Programs (y/n)	new
46		Go To WS6	Employment Services (y/n)	new
47		Go To WS6	Case Management, Information and Referrals (y/n)	new
48		Go To WS6	Benefits Assistance and Advocacy; Money Management; Financial Literacy and Counseling (y/n)	new
49		Go To WS6	Support Groups, Social Events, Organized Tenant Activities (y/n)	new
50		Go To WS6	Other Service #1 - Please specifiy in column G.	new
51		Go To WS6	Other Service #2 - Please specifiy in column G.	new
52		new	Is the project any of the following: Transitional Housing, Residential Treatment Program, Shelter or Transitional Group Home? If you answer 'yes', it is likely that the next 10 questions below (52 thru 62) are not relevant, so you may skip any that do not apply; instead you must complete worksheet titles "1B. Transitional Progams Only".	
53			**Vacancies -** How many vacancies occurred at the project during the reporting period?	
54			**Evictions -** How many evictions occurred during the reporting year?	
55		#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.)*	
56			**Waiting List -** How many applicants are currently on the waiting list?	

57		When was the waiting list last updated? (m/yyyy)
58	#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 beyond simple information and referral; 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.

59		Is this project "Supportive Housing" per the above definition? (Choose Yes or No; if you answer 'No', leave the answers blank for the 3 other questions.)
60		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.)
61		How many units in the project are designated as "supportive housing"? (required)
62		Use this cell to provide additional explanation or details related to these questions about supportive housing.

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	
63	Do not enter data in this cell	0	AIDS Supportive Housing	0	AIDS Supportive Housing
64	Do not enter data in this cell	0	Transitional Housing for Homeless	0	Transitional Housing for Homeless
65	Do not enter data in this cell	0	Permanent Housing for Formerly Homeless	0	Permanent Housing for Formerly Homeless
66	Do not enter data in this cell	0	Mentally Disabled	0	Mentally Disabled
67	Do not enter data in this cell	0	Physically Disabled	0	Physically Disabled
68	Do not enter data in this cell	0	Senior Housing	0	Senior Housing
69	Do not enter data in this cell	0	Substance Abuse	0	Substance Abuse
70	Do not enter data in this cell	0	Dually Diagnosed	0	Dually Diagnosed
71	Do not enter data in this cell	0	Triply Diagnosed	0	Triply Diagnosed
72	Do not enter data in this cell	0	Domestic Violence Survivor	0	Domestic Violence Survivor
73	Do not enter data in this cell	0	Veterans	0	Veterans
74	Do not enter data in this cell	0	Small Household/ Single Parent Transitional	0	Small Household/ Single Parent Transitional
75	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. DO NOT LEAVE CELLS BLANK - ENTER ZERO INSTEAD.

76		**(1) One** *Person Household*
77		**(2) Two** *Person Household*
78		**(3) Three** *Person Household*
79		**(4) Four** *Person Household*
80		**(5) Five** *Person Household*
81		**(6) Six** *Person Household*
82		**(7+) Seven** *or more Person Household*
83	0	**TOTAL HH's**
84	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 93 (cell G114) must be the same as the total shown in row 83 (cell G103). DO NOT LEAVE CELLS BLANK - ENTER ZERO INSTEAD.

85		**Latino or Hispanic**
86		**American Indian or Alaskan Native**
87		**Asian**
88		**Black or African American**
89		**Native Hawaiian or Other Pacific Islander**
90		**White**
91		**Other**
92		**Unknown**
93	0	**TOTAL** (must match total in row 83 (cell G103))
94		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.*)
95		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.*)
96		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?
97		As of the last day of the reporting period, how many units were occupied by tenants with **physical, visual or hearing impairment**?

INCOME & EXPENSES

	12 Month Report Period	Start Date:	1/0/1900	End Date:	1/0/1900
	* Number of Units--->				
Description of Expense Accounts	Account Number	Residential	Non-Residential	Total	

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 those from this section. If you do include those 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

	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

	Lender Name / Describe Other Amt Paid			
4. Debt Service (Principal and Interest)				
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

	Acct Num	Residential	Non-Residential	Total
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

	Residential	Non-Residential	Total
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. ⅓ 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:		
It may be acceptable for the Proposed Residual Receipts Payment to MOH noted on line 15 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; if you had a Calendar Year LOSP surplus, please acknowledge that and note exact amount.)			
Final Balance (should be zero)			$0.00

RESERVE ACCOUNT DETAILS

OPERATING RESERVE *(Do not leave blanks for any questions asking for a number, enter zero instead.)*

Annual Withdrawal Amount:	
Minumum Required Balance:	
Beginning Balance:	
Ending Balance:	
Required Annual Deposit:	
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 shown to the right **(Op Reserve Account Ending Balance divded by Total Op Expenses)** is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell. If the calculated percentage shown to the right is greater than 26.5%, you must explain why the Op Reserve balance exceeds MOH's requirement in the adjacent cell.	*0.000%*

REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)

Annual Withdrawal Amount:	
Minumum Required Balance:	
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 amount of annual deposit and the minimum required balance 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. You must provide an explanation below if total is less than RR withdrawal amount.	**RR Withdrawl Amount-->**	*$0.00*	**Total**
			$0.00

Notes About RR Withdrawal Amount discrepancy:

FEDERAL PROGRAM INCOME REPORT

This section must be completed if the project received any CDBG funding, even if the amount of CDBG program income during the reporting period was 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=5141

Overview of Federal (HOME and CDBG) Program Income

CDBG PROGRAM INCOME

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 2010-2014 Consolidated Plan and 2012-2013 Action Plan as follows:	AMOUNT	DESCRIPTION
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, 2012 (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):		
Total CDBG Program Income Calculation(see instructions for guidance on how to calculate)	$0.00	

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 2012 reporting period as depicted above.

CCSF -- MOH -- RY2012AMR -- Occupancy & Rent Info (use as many rows as necessary)

Occupancy and Rent Info

| Project Address: | | | | | Data supplied must be from the rent roll for last month of the reporting period (entered 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, provide data in columns B, C, N, P, Q and S only.
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Remember, SAVE YOUR WORK!

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Row Num	Unit No.	Low Income Unit? (yes/no)	Date of INITIAL OCCUPANCY (m/d/yyyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Female Headed Household (yes/no)	Elderly Household (yes/no)	Household Size (number) as of last recertification WITHIN REPORTING PERIOD	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income as of last recertification WITHIN REPORTING PERIOD	Over Income Per MOH Funding Agreement? (yes/no)	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (Bed / 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 WITHIN THE REPORTING PERIOD (m/d/yyyy)	Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (m/d/yyyy)	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%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				
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36																		$0				
37																		$0				
38																		$0				
39																		$0				
40																		$0				
41																		$0				
42																		$0				
43																		$0				

Occupancy and Rent Info

| Project Address: | | Data supplied must be from the rent roll for last month of the reporting period (entered 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, provide data in columns B, C, N, P, Q and S only.
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A Row Num	B Unit No.	C Low Income Unit? (yes/no)	D Date of INITIAL OCCUPANCY (m/d/yyyy)	E Household Annual Income AT INITIAL OCCUPANCY	F Household Size AT INITIAL OCCUPANCY (number)	G Female Headed Household (yes/no)	H Elderly Household (yes/no)	I Household Size (number) as of last recertification WITHIN REPORTING PERIOD	J Number of Children under Age 18 in HH	K Disability (Mobility / Other / None)	L Household Annual Income as of last recertification WITHIN REPORTING PERIOD	M Over Income Per MOH Funding Agreement? (yes/no)	N Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	O Amount of Rental Assistance	P Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Q Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	R Amount Tenant Paid Rent for Unit	S Utility Allowance	T Date Of Most Recent Income Recertification WITHIN THE REPORTING PERIOD (m/d/yyyy)	U Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (m/d/yyyy)	V Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	W %age of Rent Increase (calculated, do not enter)
44																		$0				
45																		$0				
46																		$0				
47																		$0				
48																		$0				
49																		$0				
50																		$0				
51																		$0				
52																		$0				
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81																		$0				
82																		$0				
83																		$0				
84																		$0				
85																		$0				
86																						

Occupancy and Rent Info

Project Address:

Data supplied must be from the rent roll for last month of the reporting period (entered 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, provide data in columns B, C, N, P, Q and S only.
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Row Num	Unit No.	Low Income Unit? (yes/no)	Date of INITIAL OCCUPANCY (m/d/yyyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number) as of last recertification WITHIN REPORTING PERIOD	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income as of last recertification WITHIN REPORTING PERIOD	Over Income Per MOH Funding Agreement? (yes/no)	Rental Assistance Type (Section 8 / HOPWA / SHC / Other / None)	Amount of Rental Assistance	Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero of n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification WITHIN THE REPORTING PERIOD (m/d/yyyy)	Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (m/d/yyyy)	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%age of Rent Increase (calculated, do not enter)
87																		$0				
88																		$0				
89																		$0				
90																		$0				
91																		$0				
92																		$0				
93																		$0				
94																		$0				
95																		$0				
96																		$0				
97																		$0				
98																		$0				
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120																		$0				
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124																		$0				
125																		$0				
126																		$0				
127																		$0				
128																		$0				
129																		$0				

Occupancy and Rent Info

Project Address:		Data supplied must be from the rent roll for last month of the reporting period (entered 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, provide data in columns B, C, N, P, Q and S only.
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Row Num	Unit No	Low Income Unit? (yes/no)	Date of INITIAL OCCUPANCY (md/yyyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number) as of last recertification WITHIN REPORTING PERIOD	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income as of last recertification WITHIN REPORTING PERIOD	Over Income Per MOH Funding Agreement? (yes/no)	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (Bed / 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 WITHIN THE REPORTING PERIOD (md/yyyy)	Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (md/yyyy)	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%age of Rent Increase (calculated, do not enter)
130																		$0				
131																		$0				
132																		$0				
133																		$0				
134																		$0				
135																		$0				
136																		$0				
137																		$0				
138																		$0				
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165																		$0				
166																		$0				
167																		$0				
168																		$0				
169																		$0				
170																		$0				
171																						
172																						

Occupancy and Rent Info

| Project Address: | | | Data supplied must be from the rent roll for last month of the reporting period (entered 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, provide data in columns B, C, N, P, Q and S only.
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Row Num	Unit No.	Low Income Unit? (yes/no)	Date of INITIAL OCCUPANCY (mdd/yyyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Female Headed Household (yes/no)	Elderly Household (yes/no)	Household Size (number) as of last recertification WITHIN REPORTING PERIOD	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income as of last recertification WITHIN REPORTING PERIOD	Over Income Per MOH Funding Agreement? (yes/no)	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (Bed / 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 WITHIN THE REPORTING PERIOD (mdd/yyyy)	Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (mdd/yyyy)	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%age of Rent Increase (calculated – do not enter)
173																		$0				
174																		$0				
175																		$0				
176																		$0				
177																		$0				
178																		$0				
179																		$0				
180																		$0				
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211																		$0				
212																		$0				
213																		$0				
214																		$0				
215																		$0				

Occupancy and Rent Info

| Project Address: | | Data supplied must be from the rent roll for last month of the reporting period (entered 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, provide data in columns B, C, N, P, Q and S only.
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Remember, SAVE YOUR WORK!

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Row Num	Unit No.	Low Income Unit? (yes/no)	Date of INITIAL OCCUPANCY (m/d/yyyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Female Headed House-hold (yes/no)	Elderly House-hold (yes/no)	Household Size (number) as of last recertification WITHIN REPORTING PERIOD	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income as of last recertification WITHIN REPORTING PERIOD	Over Income Per MOH Funding Agreement? (yes/no)	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (Bed / 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 WITHIN THE REPORTING PERIOD (m/d/yyyy)	Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (m/d/yyyy)	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%age of Rent Increase (calculated, do not enter)
216																		$0				
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258																						

Occupancy and Rent Info

Project Address: | **Num Units:** 0

Data supplied must be from the rent roll for last month of the reporting period (entered on worksheet 1A) | 1/0/1900

Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units, provide data in columns B, C, N, P, Q and S only.
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Occupancy and Rent Info

Project Address:			1/0/1900	Num Units:	0

Data supplied must be from the rent roll for last month of the reporting period (entered on worksheet 1A)

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Occupancy and Rent Info

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

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Occupancy and Rent Info

Project Address:		Num Units:	
	1/0/1900		0

Data supplied must be from the rent roll for last month of the reporting period (entered on worksheet 1A)

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
388																		$0				
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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.
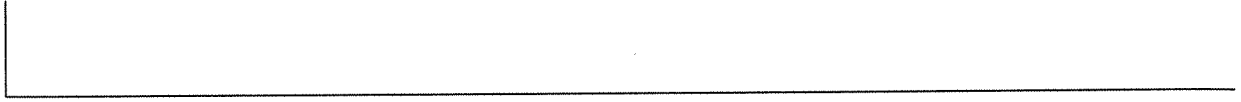
Vacant Unit Rent-Up Time $\boxed{0}$

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!

Tax Credit Initial Compliance Period End Date:

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								
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Current Services Funding

Service Type	Service Provider Name	Street Address where Service is Provided	Name of Funder of this Service	Grant Amount	Grant Start Date	Grant End Date

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:
  - o outline the screening criteria that the housing provider will use;
  - o 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;
  - o 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;
  - o 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

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[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)

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 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:
  o   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;
  o   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:
  o   the applicant has a disability;
  o   reasonable accommodation or modification is necessary because of the disability; and
  o   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:
  o   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;
  o   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;

F-1

- o 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;
- o confine the subject of the appeal to the reason for denial listed in the notice;
- o give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
- o 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;
- o 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]

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[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.*

agreement date

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;

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[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."

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- (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.