

File No. 161230

Committee Item No. 9

Board Item No. 22

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 30, 2016

Board of Supervisors Meeting

Date December 4, 2016

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
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Completed by: Linda Wong Date November 22, 2016
Completed by: Linda Wong Date December 1, 2016

AMENDED IN COMMITTEE

11/30/16

FILE NO. 161230

RESOLUTION NO.

1 [Accept and Expend Grant - Fiscal Year 2016 Housing Opportunities for Persons with AIDS
2 Permanent Supportive Housing Renewal - \$1,430,000]

3 **Resolution retroactively approving the Fiscal Year 2016 Housing Opportunities for**
4 **Persons with AIDS (HOPWA) Permanent Supportive Housing Renewal Grant; and**
5 **authorizing the Mayor, on behalf of the City and County of San Francisco, to accept**
6 **and expend the City's Fiscal Year 2016 HOPWA Permanent Supportive Housing**
7 **Renewal Grant from the U.S. Department of Housing and Urban Development in the**
8 **amount of \$1,430,000 for the period of December 1, 2016, through November 30, 2019.**

9
10 WHEREAS, The U.S. Department of Housing and Urban Development (HUD), under
11 the Consolidated Appropriations Act, 2016, P.L. No. 114-113, issued the Procedural Guidance
12 for Fiscal Year 2016 Housing Opportunities for Persons with AIDS (HOPWA) Permanent
13 Supportive Housing Renewal application on March 21, 2016; and

14 WHEREAS, The Mayor's Office of Housing and Community Development (MOHCD)
15 submitted an application on April 14, 2016, on behalf of the City and County of San Francisco,
16 to request an allocation of \$1,430,200 in HOPWA Permanent Supportive Housing Renewal
17 funding for the Second Start Program; and

18 WHEREAS, The City and County of San Francisco was awarded \$1,430,000 in
19 HOPWA funding for the Second Start Program as evidenced by the Fiscal Year 2016 HOPWA
20 Permanent Supportive Housing Grant Award dated July 5, 2016, with approved program and
21 budget details for the term of the grant which begins December 1, 2016, and ends on
22 November 30, 2019, a copy of which is located in Clerk of the Board of Supervisors File No.
23 161230; and

24 WHEREAS, The committed leveraging for the term of the three year agreement
25 includes \$450,000 in HOPWA entitlement funding; and

1 WHEREAS, The proposed grant does not require an Annual Salary Ordinance
2 amendment; and

3 WHEREAS, The funding agency (HUD) does not allow use of grant on indirect costs;
4 and

5 WHEREAS, An Environmental Review Record has been prepared by MOHCD and
6 approved by the Certifying Officer for the Second Start Project with the National
7 Environmental Policy Act (NEPA) and other applicable statutes and authorities, in particular
8 those cited in 24 CFR Part 58, Sections 5 and 6, a copy of which is located in Board File
9 No. 161230; and

10 WHEREAS, The Certifying Officer shall follow the provisions of NEPA to confirm and
11 ensure that all projects funded under the HOPWA Program are in compliance with applicable
12 federal regulations and requirements; now, therefore, be it

13 RESOLVED, That the Mayor of the City and County of San Francisco is hereby
14 retroactively authorized to accept and expend the City's Fiscal Year 2016 HOPWA Permanent
15 Supportive Housing Grant from HUD, in accordance with the purposes and goals for the
16 funding as generally set forth in the Fiscal Year 2016 HOPWA Performance Grant Agreement
17 and the Expenditure Schedule; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors does hereby approve the
19 purposes and goals for Fiscal Year 2016 HOPWA Permanent Supportive Housing Grant
20 funding as set forth in the Expenditure Schedule for recipient agencies and departments; and,
21 be it

22 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
23 indirect costs in the grant budget; and, be it

24 FURTHER RESOLVED, That the Mayor is hereby authorized to enter into and execute
25 agreements between the City and County of San Francisco and the various agencies

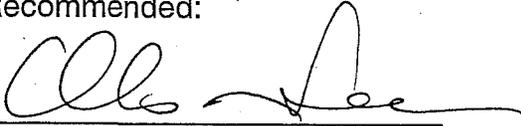
1 consistent with the Fiscal Year 2016 HOPWA Permanent Supportive Housing Grant and the
2 Expenditure Schedule; and, be it

3 FURTHER RESOLVED, That the Mayor is hereby authorized to submit documentation
4 and certifications as may be requested or required by HUD, and to take such additional
5 actions as may be required to apply for, accept and expend the Fiscal Year 2016 HOPWA
6 Permanent Supportive Housing Grant funds consistent with this Resolution and the goals of
7 the Fiscal Year 2016 HOPWA Permanent Supportive Housing Grant Program and all
8 applicable legal requirements, and any such actions are solely intended to further the
9 purposes of this Resolution, and are subject in all respect to the terms of this Resolution, and
10 any such action cannot increase the risk to the City, or require the City to expend any
11 resources, and that the Mayor shall consult with the City Attorney prior to execution and
12 provided that within 30 days of the agreements approved by this Resolution being executed
13 by all parties, such final documents (showing marked changes, if any) shall be provided to the
14 Clerk of the Board, for inclusion in the official file, together with a brief explanation of any
15 actions from the date of the adoption of this Resolution; and, be it

16 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
17 with respect to the acceptance or expenditure of, Fiscal Year 2016 HOPWA Permanent
18 Supportive Housing Grant funds as consistent with the documents herein and this Resolution,
19 are hereby approved, confirmed and ratified.

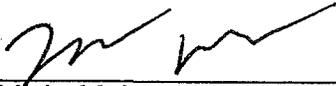
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Recommended:



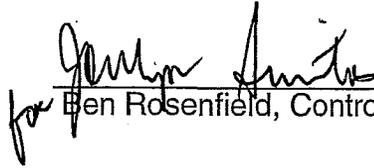
Olson Lee, Director

Approved:



Edwin M. Lee, Mayor

for



for Ben Rosenfield, Controller

File Number: 161230
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. **Grant Title:** Housing Opportunities for Persons with AIDS Performance Renewal Grant

2. **Department:** Mayor's Office of Housing and Community Development

3. **Contact Person:** Benjamin McCloskey Telephone: 415-701-5575

4. **Grant Approval Status (check one):**

Approved by funding agency

Not yet approved

5. **Amount of Grant Funding Approved or Applied for:** \$1,430,000

6a. **Matching Funds Required:** None (see item #12)

b. **Source(s) of matching funds (if applicable):** N/A

7a. **Grant Source Agency:** US Department of Housing and Urban Development

b. **Grant Pass-Through Agency (if applicable):** N/A

8. **Proposed Grant Project Summary:** FY2016 HOPWA Performance Grant Agreement attached

9. **Grant Project Schedule, as allowed in approval documents, or as proposed:**

Start-Date: December 1, 2016

End-Date: November 30, 2019

10a. **Amount budgeted for contractual services:** None; attached expenditure schedule details grant to be made to nonprofit agency.

b. **Will contractual services be put out to bid?** N/A

c. **If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?** N/A

d. **Is this likely to be a one-time or ongoing request for contracting out?** N/A

11a. **Does the budget include indirect costs?** Yes No

b1. **If yes, how much?** \$

b2. **How was the amount calculated?**

c1. **If no, why are indirect costs not included?**

Not allowed by granting agency

To maximize use of grant funds on direct services

Other. (please explain): HUD allows up to 3% of the grant to be used for administrative expenses

c2. **If no indirect costs are included, what would have been the indirect costs?**

12. Any other significant grant requirements or comments: Grant detail MOPS17, CFDA 14.241

MOHCD will leverage HOPWA entitlement funds of \$150,000 annually for 3 years for a total of \$450,000.

Note: Leverage funds is non-match cash committed to making program fully operational. Leverage funds may be used to support any program related cost. Amount and source of leverage funds are the same as previous HOPWA performance renewal grant.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

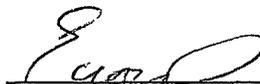
Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Eugene Flannery
(Name)

Environmental Compliance Manager
(Title)

Date Reviewed: 9-21-16


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Olson Lee
(Name)

Director
(Title)

Date Reviewed: 09/20/16


(Signature Required)

FY 2016-2019 Proposed Expenditure Schedule

Agency Name	Expenditure Description	Approved HUD Funding (3 Years)
Mayor's Office of Housing and Community Development	Grantee's administrative costs	\$39,000
Catholic Charities	Partial rental subsidy program for people with HIV/AIDS	\$1,391,000
	Total Grant Amount	\$1,430,000



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

JUL - 5 2016

Mr. Olson Lee
Director
City and County of San Francisco
Mayor's Office of Housing and Community Development,
1 S. Van Ness Avenue, 5th Floor
San Francisco, CA 94103-1267

Dear Mr. Lee:

Congratulations, your Fiscal Year (FY) 2016 Housing Opportunities for Persons With AIDS (HOPWA) Permanent Supportive Housing Renewal Grant application for the City and County of San Francisco has been approved. The U.S. Department of Housing and Urban Development (HUD) is obligating a grant award in the amount of \$1,430,000 to continue supporting permanent supportive housing activities for low-income persons living with HIV/AIDS and their families in your community. This FY2016 HOPWA grant award is in response to your application submitted under Notice CPD-16-03: *Procedural Guidance for Fiscal Year 2016 HOPWA Permanent Supportive Housing Renewal Grant Applications* issued on March 21, 2016.

HUD looks forward to our continued collaboration as we strive to ensure that the investment of housing and supportive services effectively contributes to increased housing stability and better health outcomes for those living with HIV/AIDS. The permanent supportive housing programs, such as those funded with this year's HOPWA funds, serve as models of great value to communities across the country. Thank you for your continued commitment to provide HOPWA housing and services in your community.

Again, congratulations on the award. If you have further questions, please contact Rita Flegel, Director, Office of HIV/AIDS Housing, at (202) 402-5374, or by email at Rita.H.Flegel@hud.gov.

Sincerely,

Harriet Tregoning
Principal Deputy Assistant Secretary, CPD



RECEIVED
CITY & COUNTY OF
SAN FRANCISCO

16 AUG 22 PM 1:39

MAYOR'S OFFICE OF
COMMUNITY INVESTMENT

BY _____

U.S. Department of Housing and Urban Development
San Francisco Regional Office – Region IX
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430
www.hud.gov
espanol.hud.gov

AUG 17 2016

Mr. Olson Lee
Director, MOHCD
City of San Francisco
Mayor's Office of Housing and Community Development
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103-1267

Dear Mr. Lee

SUBJECT: Transmittal of Performance Grant Agreement
Housing Opportunities for Persons With AIDS (HOPWA) Program
Grant Number CA-H160008

I am pleased to provide you with the Housing Opportunities for Persons With AIDS (HOPWA) program Performance Renewal Grant Agreement. As you know, your application was selected for funding under the FY 2016 renewal process, established under the 2016 HOPWA renewal notice CPD Notice 2016-03 ("Procedural Guidance for Fiscal Year 2016 HOPWA Permanent Supportive Housing Renewal Grant Applications") to undertake housing activities in your community over the next three-year period.

Enclosed are three copies of the HOPWA Performance Renewal Grant Agreement. Your renewal operating period should be coordinated with your existing grants expiration date. Sign all three original copies. Keep one for your files and return the other two to this office or, if needed, please respond within two weeks for an alternative schedule for the submission of these documents.

These funds must also be fully expended within three years following the date on which your operating period begins, as stated in the grant agreement. If justified, you may request an extension from HUD during this period, of up to one year from the grant end date shown on the executed grant agreement. Further, all expenses incurred during your grant operating period must be reconciled within the 5th fiscal year after the period of availability for obligation ends or HUD and the recipient will lose access to these funds.

This office is available to provide assistance regarding the administration of this grant, as may be needed. If you have any questions, please contact Winston Moy, Senior Community Planning and Development Representative at (415) 489-6586, or winston.d.moy@hud.gov.

We look forward to working with you on the successful implementation of this grant.
Please let me know if we can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Maria Cremer". The signature is written in black ink and is positioned above the printed name.

Maria F. Cremer
Director, Community Planning
and Development Division

Enclosures

cc: Brian Cheu, MOHCD

Housing Opportunities for Persons With AIDS (CFDA #14.241)

Grant Number: CA-H0160008

Grantee Name: City and County of San Francisco, California

Official Contact: Olson Lee

Title: Director, Mayor's Office of Housing
and Community Development

Mailing Address: One South Van Ness Ave., 5th Floor, San Francisco, CA 94103-1267

Telephone Number: (415) 701-5509

FAX Number: (415) 701-5501

Tax ID Number: 94-6000417

Email Address: olson.m.lee@sfgov.org

Unique Entity Identifier (DUNS Number): 0703842550000

Project Location (City/County & State): City and County of San Francisco, California

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
PERFORMANCE RENEWAL GRANT AGREEMENT FOR FISCAL YEAR 2016**

This Performance Renewal Grant Agreement ("Agreement") is made and entered into by and between the United States Department of Housing and Urban Development ("HUD") and City and County of San Francisco, California ("Grantee"), pursuant to the AIDS Housing Opportunity Act (the "Act"), codified at 42 U.S.C. §§ 12901-12912, and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 (the "Regulations").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

ARTICLE I. Grant Amount

Subject to the terms and conditions of this Agreement, HUD agrees to provide a HOPWA grant ("Grant") to the Grantee in the amount of \$1,430,000 ("Grant Funds") to carry out the project described in the Renewal Application (Exhibit A) and in the approved Form HUD-40110-B Renewal Budget (Exhibit B).

ARTICLE II. Incorporation of Renewal Application

- A. Grantee submitted an application to HUD, on the basis of which HUD awarded Grant Number CA-H130013 to the Grantee.

- B. Grantee subsequently submitted an application for a renewal grant (“Renewal Application”). HUD approved Grant Number CA-H16-0008, awarded under this Agreement, based on the Renewal Application.
- C. The Renewal Application, including certifications, assurances, and information and documentation required to meet renewal grant award conditions, is incorporated herein as part of this Agreement and attached hereto as Exhibit A. In the event of conflict between a provision of the Renewal Application and any provision of this Agreement, the latter shall control.

ARTICLE III. Eligible Use of Grant Funds

The Grantee shall only use Grant Funds to carry out eligible activities as set forth in the Act and Regulations and as provided in the Grantee’s Renewal Application (Exhibit A) and approved Form HUD-40110-B Renewal Budget (Exhibit B), as may be amended in accordance with Article VIII of this Agreement.

ARTICLE IV. Compliance with Program Requirements

- A. The Grantee shall comply with all applicable program requirements. Such program requirements include the Act, Regulations (attached as Exhibit C), Notice CPD-2016-03 (“*Procedural Guidance for Fiscal Year 2016 HOPWA Permanent Supportive Housing Renewal Grant Applications*”), other program directives, HUD Handbooks and Notices, Executive Orders and any other applicable Federal requirements.
- B. Other applicable Federal requirements with which the Grantee must comply include, but are not limited to:
 - 1. 2 CFR part 200 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”);
 - 2. Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135 (“Economic Opportunities for Low- and Very Low-Income Persons”);
 - 3. 31 U.S.C. 1352 and 24 CFR part 87 (“New Restrictions on Lobbying”);
 - 4. Requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier and the System for Award Management (SAM) database, including Appendix A to 2 CFR part 25; and
 - 5. Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended by Section 6202 of Pub. L. 110-252 and Section 3 of Pub. L. 113-101, and Appendix A to 2 CFR part 170 (“Reporting Subaward and Executive Compensation Information”).

- C. The Grantee shall comply with requirements of sections V.C of the Fiscal Year 2016 General Section, including the Drug-Free Workplace requirements in Section V.C.11.

ARTICLE V. Subawards

The Grantee shall comply with 2 CFR 200.331, when making a subaward, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government ("Project Sponsor"). The Grantee shall provide a Project Sponsor with information in writing on all requirements to which the Project Sponsor is subject so that the subaward is used in accordance with the Act, Regulations, other program requirements, and terms and conditions of this Agreement. The Grantee must ensure that its Project Sponsor(s) agree in writing to comply with the Act, Regulations, other program requirements, and the terms and conditions of this Agreement in carrying out activities under the Grant.

ARTICLE VI. Financial Management

- A. Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project Sponsor is in compliance with program requirements.
- B. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.
- C. A request by the Grantee to draw down Grant Funds under the IDIS system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms and conditions of this Agreement.

ARTICLE VII. Allowability of Pre-award Costs

- A. Pre-award costs may not be incurred except in accordance with 2 CFR 200.458, including the requirement that the Grantee obtain HUD's written approval.

ARTICLE VIII. Amendments

- A. This constitutes the entire agreement between HUD and the Grantee.
- B. Amendments to this Agreement, including amendments to the Renewal Application, may only be made in accordance with 2 CFR part 200 and 24 CFR part 574.
- C. Except for amendments for which Grantee is not required to obtain prior HUD approval, the Grantee shall submit a letter of request to the appropriate HUD field office and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement that requires HUD approval shall be the date of execution of written approval by HUD.

- D. Changes to the Grantee's Form HUD-40110-B Renewal Budget must be made in accordance with 2 CFR 200.308.

ARTICLE IX. Performance

Grantee shall:

- A. Carry out, and ensure that any Project Sponsors carry out, eligible activities under the Grant and use Grant Funds as described in the Renewal Application attached hereto as Exhibit A, in accordance with the Act, Regulations, other program requirements, and the terms and conditions of this Agreement;
- B. Use at least 51 percent of the Grant Funds awarded under this Agreement to provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs;
- C. Comply with and meet the performance measure benchmark outputs and outcomes established in the approved Form HUD 40110-B Renewal Budget attached hereto as Exhibit B for the implementation and operation of this award;
- D. Ensure that other state, local, federal, or private resources to provide the permanent housing or supportive services portion of the project, as documented in the Form HUD 40110-B Renewal Budget attached hereto at Exhibit B will continue to be available for that purpose throughout the performance period of the Grant;
- E. Maintain documentation in Grantee files that each permanent supportive housing client has a continuous legal right under state/local law to remain in their unit or property and have access to ongoing supportive services provided through qualified providers. Such documentation must include a copy of the standard lease form, sub-lease, or occupancy agreement used for residents of the project, which must be for a term of at least one year and automatically renewable upon expiration, except on reasonable prior notice by either the tenant or the landlord;
- F. If providing security deposits, ensure that such costs are reasonable, limited to not more than two months' rent, and classified as part of the BLI shown as Permanent Housing Placement Costs;
- G. Conduct an ongoing assessment of the permanent supportive housing assistance required by the participants in the program, including annual assessments of their housing situations, and report on the annual achievement of HOPWA client outcome goals in achieving stable housing, reducing risks of homelessness and improving access to care for beneficiaries;

- H. Assure the adequate provision of supportive services to the participants in the program, including support to access health-care, HIV treatment and benefits or other support available under mainstream health and human welfare programs and other public and private resources, as needed. Further, the Grantee shall ensure that Grant Funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made with respect to that item or service: (i) under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (ii) by an entity that provides health services on a prepaid basis;
- I. Commit program income to the Grant in accordance with the addition method at 2 CFR 200.307(e)(2);
- J. Comply with environmental review requirements at 24 CFR 574.510;
- K. *(For Grantees that use Grant Funds for supportive service activities aimed at assisting HOPWA clients with substance abuse treatment):* Comply with federal, state and other applicable laws pertaining to the illegal use of a controlled substance. The Grantee must undertake reasonable steps to ensure that beneficiaries receive appropriate access to substance abuse treatment and counseling. Admission may be denied, or eviction initiated, for persons engaging in illegal drug activities, where such activities threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Grantees must establish procedures for project ineligibility and evictions;
- L. If Grantee is providing direct services, obtain a certificate of completion of the Getting to Work Training Curriculum by at least one of its employees within twelve months of the execution of this Agreement. If the grantee does not provide services directly, then the Grantee must ensure that its Project Sponsor(s) must, within twelve months of the execution of the sub-award agreement, obtain a certificate of completion of the Getting to Work Training Curriculum by at least one of the Project Sponsor's employees. The online training can be accessed at: <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers>;
- M. Comply with 2 CFR 200.311 and any disposition instructions that HUD may provide to the Grantee; and
- N. Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE X. Indirect Cost Rate

If Grant Funds will be used to pay indirect costs pursuant to 2 CFR part 200, Subpart E, Grantee shall attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify the applicable indirect cost rate(s) (including if the de minimis rate is charged per 2 CFR 200.414) and the direct cost base to which the rate will be applied. Grantee shall not include indirect cost rates for Project Sponsors.

<u>Grantee (or Administering</u>		<u>Direct</u>
<u>Department/Agency, if applicable)</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

ARTICLE XI. Records

- A. The Grantee shall maintain all programmatic records and any other documents required under this award in its files for a period of not less than four years in accordance with 24 CFR 574.530. The Grantee shall retain records for a longer period of time when any of the exceptions in 2 CFR 200.333 apply. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.
- B. The Grantee shall maintain records of beneficiary and program activity eligibility, including documentation that evidences compliance with program requirements and the terms and conditions of this Agreement. In the case of participant eligibility records, the Grantee shall update records no less than annually.
- C. The Grantee shall comply with 24 CFR 574.440 and all applicable Federal, state, and local laws regarding privacy and confidentiality of health-related information.

ARTICLE XII. Reporting

- A. The Grantee shall submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520. The Annual Progress Report (APR) is due to HUD within 90 days of the end of the designated 12-month period. The APR must be submitted in paper form and must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including race and ethnicity of persons assisted), and actions taken to affirmatively further fair housing.
- B. Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

ARTICLE XIII. Research and Development

This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

ARTICLE XIV. Contact Information

- A. HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Renewal Application, unless the Grantee otherwise notifies HUD in writing.
- B. Grantee notifications, including requests for amendments to this Agreement, shall be addressed to the appropriate HUD field office: San Francisco HUD Office, One Sansome Street, 12th Floor, San Francisco, CA 94104-4430.

ARTICLE XV. Default

Default shall occur when the Grantee fails to comply with the Act, Regulations, any other program requirement, or the terms and conditions of this Agreement. In the event of a default, HUD may take one or more of the actions in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c).

Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

ARTICLE XVI. Termination

The Grant may be terminated in accordance with 2 CFR 200.339, including for convenience when HUD and the Grantee agree that continuation of the award would not produce beneficial results.

ARTICLE XVII. Award Date and Period of Performance

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date of execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The term of this Agreement shall begin on December 1, 2016, and end on November 30, 2019, or three years from the beginning date of this agreement, whichever comes first. Notwithstanding the foregoing, the term of this Agreement may not begin until the original grant agreement CA-H130013 has expired.”

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective when signed by both parties:

On behalf of the Secretary of Housing and Urban Development:

Name: Maria F. Cremer Signature: *Maria Cremer*

Date: AUG 17 2016 Title: Director, Community Planning and Development Division

On behalf of City and County of San Francisco, CA:

Name: Olson Lee Signature: *Ol Olson*

Date: 09/16/16 Title: Director, MHP

EXHIBIT 'A'

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 04/15/2016	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: CA-H130013	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: City and County of San Francisco		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000417	* c. Organizational DUNS: 0703842550000	
d. Address:		
* Street1:	Mayor's Office of Housing and Community Development	
Street2:	1 S. Van Ness Ave, 5th Floor	
* City:	San Francisco	
County/Parish:	_____	
* State:	CA: California	
Province:	_____	
* Country:	USA: UNITED STATES	
* Zip / Postal Code:	94103-1267	
e. Organizational Unit:		
Department Name: Mayor's Office of Housing	Division Name: Community Development	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Brian	_____
Middle Name: _____	_____	
* Last Name: Cheu	_____	
Suffix: _____	_____	
Title: Director of Community Development	_____	
Organizational Affiliation: Mayor's Office of Housing and Community Development		
* Telephone Number: 415-701-5584	Fax Number: 415-701-5501	
* Email: brian.cheu@sfgov.org	_____	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

B: County Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-241

CFDA Title:

Housing Opportunities for Persons With AIDS

*** 12. Funding Opportunity Number:**

CPD-16-03

* Title:

Procedural Guidance for Fiscal Year (FY) 2016 Expiring HOPWA Permanent Supportive Housing Renewal Grant Applications

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected by Project.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Second Start Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,430,000.00"/>
* b. Applicant	<input type="text" value="450,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="500,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,380,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

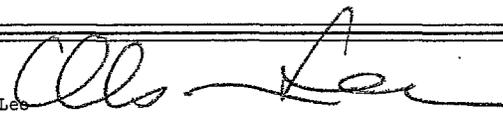
Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Areas Affected by Project (Cities, Counties, States, etc.)

City and County of San Francisco - Grant #CA-H130013

City and County of San Francisco

Additional list of Program/Project Congressional Districts

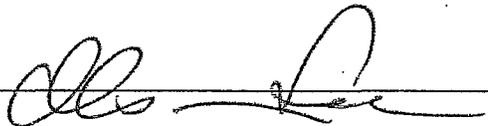
City and County of San Francisco - Grant #CA-H130013

CA-14

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Mayor's Office of Housing and Community Development 15 South Van Ness Ave., 5th Fl. San Francisco, CA 94103 Congressional District, if known: CA 12	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: HOPWA CFDA Number, if applicable: 14.241	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> No services were requested or performed.	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> See 10 a.	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Olson Lee</u> Title: <u>Director, Mayor's Office of Housing and Comm. Development</u> Telephone No.: <u>415-701-5509</u> Date: <u>4/11/2016</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: City & County of San Francisco - Mayor's Office of Hsg. and Comm. Dev

Project Name: Catholic Charities - Second Start Program

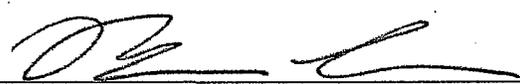
Location of the Project: 990 Eddy Street
San Francisco, CA 94109

Name of the Federal Program to which the applicant is applying: HOPWA Permanent Supportive Housing Renewal Grant

Name of Certifying Jurisdiction: City and County of San Francisco

Certifying Official of the Jurisdiction Name: Brian Cheu

Title: Director of Community Development

Signature: 

Date: April 11, 2016

HOPWA

Competitive Application & Renewal of Permanent Supportive Housing Project Budget Summary

Sponsored by the

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of HIV/AIDS Housing**

The information collection requirements pertain to grant application submission requirements which will be used to rate applications, determine eligibility, and establish grant amounts.

Selections of applications for funding under the HOPWA Program are based on the rating factors set forth in the SuperNOFA for Housing and Community Development Programs and the criteria established in the annual HOPWA renewal notice for those permanent supportive housing grantee's seeking renewal funding.

The public reporting burden for the collection of information for the **HOPWA Competitive Application & Renewal of Permanent Supportive Housing Projects Budget Summary** is estimated to average 12 hours. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless that collection displays a currently valid OMB control number. **OMB Approval No. 2506-0133** (Expiration Date: 10/31/2014)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Application Budget Summary (all applicants)

Applicant Name	City and County of San Francisco	Number of Project Sponsors	1	Plan dates for grant agreement and activities	12/1/16 – 11/30/19 (mo./yr.)
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A.	Eligible Activity	HOPWA Request				Leveraged Funds
		A. Year 1	B. Year 2	C. Year 3	D. Total	
Facility Development (new applications only)	1. Acquisition					
	2. Rehabilitation, Repair & Conversion					
	3. New Construction (for Community Residences and SRO dwellings only)					
Facility Operations	4. Operating Costs for Housing Facility					
	5. Leasing					
TBRA	6. Tenant-based Rental Assistance					
STRMU	7. Short-term Rent, Mortgage, & Utility Payments to Prevent Homelessness					
Support Services	8. Supportive Services	\$54,450	\$54,450	\$54,450	\$163,350	\$500,000
	9. Housing Information Services	\$15,000	\$15,000	\$15,000	\$45,000	
Other Program Expenses	10. Permanent Housing Placement	\$15,000	\$15,000	\$15,000	\$45,000	
	11. Resource Identification to Establish, Coordinate & Develop Housing Assistance					
	12. Other Housing Costs (please specify in narrative; requires HUD approval)	\$348,884	\$348,883	\$348,883	\$1,046,650	\$450,000
13. Total Program Costs: (total of lines 1-12)					\$1,300,000	
Administrative Expenses	14. Grantee's Administrative				\$39,000	
	15. Project Sponsor's Administrative Costs				\$91,000	
16. Total HOPWA Request (total of lines 13-15)					\$1,430,000	

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Catholic Charities :			
Type:	Grantee: <input type="checkbox"/>	Project Sponsor: <input checked="" type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/> Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request			
		Yr. 1	Yr. 2	Yr. 3	Totals:
Facility Development (new applications only)	1. Acquisition Description:	Budget			
		# of Units			
	2. Rehabilitation/Repair/Conversion Description:	Budget			
		# of Units			
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget			
		# of Units			
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>					
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget			
		# of Units			
	5. Leasing Description:	Budget			
		# of Units			
TERRA STRMU	6. Tenant-Based Rental Assistance Payments Description:	Budget			
		# of Households			
	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget			
		# of Households			
Support Services	8. Supportive Services Costs Description: Case management, vocational counseling, benefits counseling, eviction prevention, other services	Budget	\$54,450	\$54,450	\$54,450
		# of Households	100	100	100
Other Program Expenses	9. Housing Information Services Description: Housing counseling and advocacy, information and referral services, fair housing information, housing search and assistance	Budget	\$15,000	\$15,000	\$15,000
		# of Households	30	30	30
	10. Permanent Housing Placement Services Description: Assist households in understanding leases, tenant counseling, making moving arrangements	Budget	\$15,000	\$15,000	\$15,000
		# of Households	10	10	10
	11. Resource Identification Description:	Budget			
	12. Other Housing Costs (approved by HUD) Description: Shallow rent subsidies at \$300/mo for an estimated 83 units.	Budget	\$348,884	\$348,883	\$348,883
	# of Units	83	83	83	
Administrative Expenses	13. Grantee's Administrative Costs Description:	Budget			
	14. Project Sponsor's Administrative Costs Description: Management, oversight, coordination and reporting on eligible activities (including data collection and annual performance reporting)	Budget	\$30,333	\$30,333	\$30,334

15. Total HOPWA Request for this Organization

\$1,391,000

Note: Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item.

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	City and County of San Francisco			
Type:	Grantee: <input checked="" type="checkbox"/> ; Project Sponsor: <input type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/>	Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request				
		Yr. 1	Yr. 2	Yr. 3	Totals	
Facility Development (new applications only)	1. Acquisition Description:	Budget				
		# of Units				
	2. Rehabilitation/Repair/Conversion Description:	Budget				
		# of Units				
Facility Operations	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget				
		# of Units				
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>						
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget				
		# of Units				
Facility Operations	5. Leasing Description:	Budget				
		# of Units				
TBRA STRMU	6. Tenant-Based Rental Assistance Payments Description:	Budget				
		# of Households				
TBRA STRMU	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget				
		# of Households				
Support Services	8. Supportive Services Costs Description:	Budget				
		# of Households				
Other Program Expenses	9. Housing Information Services Description:	Budget				
		# of Households				
	10. Permanent Housing Placement Services Description:	Budget				
		# of Households				
Other Program Expenses	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget				
		# of Households				
Other Program Expenses	12. Other Housing Costs (approved by HUD) Description:	Budget				
		# of Units				
Administrative Expenses	13. Grantee's Administrative Costs Description: Contract and program oversight, coordination and reporting (including Annual Progress Report to HUD).	Budget	\$13,000	\$13,000	\$13,000	\$39,000
		# of Units				
Administrative Expenses	14. Project Sponsor's Administrative Costs Description:	Budget				
		# of Units				

15. Total HOPWA Request for this Organization

\$39,000

Note: Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item.

Transparency Act Compliance

Instructions: Charts 1 and Chart 2 below should be completed for the grantee and each project sponsor. Chart 1 should be completed with the general information requested. Chart 2 should be completed for each sub-contractor (other than your project sponsor/s) who receives over \$25,000.00 per the Transparency Act of 2006 (Public Law 109-282). If the sub-contractor information requested for Chart 2 is not known at the time of application submission, check the unknown check box. If the project is approved, this information will be collected and reported in the Annual Performance Report (APR).

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization City and County of San Francisco, 1 South Van Ness Ave. 5 th Floor			
San Francisco	CA	Zip 94103	County San Francisco
Congressional District of Organization CA-12		94-60000479	Organization's Website Address www.sfmohcd.org
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) Within City and County of San Francisco			
City and County of Primary Service Area(s) City and County of San Francisco		All Zip Codes within San Francisco	Congressional District of Primary Service Area(s) CA-12 and CA-14

Chart 2: Sub-contractors receiving \$25,000 or more. (Unknown <input type="checkbox"/>)			
Contract Recipient Business Name Address 			
City 	State 	Zip 	County
Congressional District of Contract Recipient 	NAICS Code* 	EIN/TIN of Organization* 	Organization's Website Address
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) 			
City and County of Primary Service Area(s) 	Zip Code of Primary Service Area(s) 	Congressional District of Primary Service Area(s) 	

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

Transparency Act Compliance

Instructions: Charts 1 and Chart 2 below should be completed for the grantee and each project sponsor. Chart 1 should be completed with the general information requested. Chart 2 should be completed for each sub-contractor (other than your project sponsor/s) who receives over \$25,000.00 per the Transparency Act of 2006 (Public Law 109-282). If the sub-contractor information requested for Chart 2 is not known at the time of application submission, check the unknown check box. If the project is approved, this information will be collected and reported in the Annual Performance Report (APR).

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization Catholic Charities 990 Eddy Street			
San Francisco	CA	Zip 94109	County San Francisco
Congressional District of Organization CA-12		94-1498472	Organization's Website Address www.catholiccharitiessf.org
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) Within City and County of San Francisco			
City and County of Primary Service Area(s) 	All Zip Codes within San Francisco 94102 94103 94107 94108 94109 94110 94111 94112 94113 94114 94116 94117 94118 94121 94122 94124 94127 94131 94132 94137 94124		Congressional District of Primary Service Area(s) CA-12 and CA-14

Chart 2: Sub-contractors receiving \$25,000 or more (Unknown <input type="checkbox"/>)			
Contract Recipient Business Name Address Positive Resource Center			
City San Francisco	County CA	ZIP 94103	County San Francisco
Congressional District of Contract Recipient CA-12		NAICS Code* NA	EIN/TIN of Organization* 94-3078431
Organization's Website Address www.positiveresource.org			
Parent Company Name and Address (If Applicable) N/A			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) Within the City and County of San Francisco			
City and County of Primary Service Area(s) City and County of San Francisco	Zip Code of Primary Service Area(s) 94102 94103 94107 94108 94109 94110 94111 94112 94113 94114 94116 94117 94118 94121 94122 94124 94127 94131 94132 94137 94124		Congressional District of Primary Service Area(s) CA-12 and CA-14

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

Insert application package page number _____

HOPWA Applicant Certifications

The following certified statements are required by law.

The Applicant hereby assures and certifies that:

1. Fair Housing. It will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and implementing regulations at 24 CFR part 1; Fair Housing Act, 42 U.S.C. 3601-3619, which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. Applicant will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(b) It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing. For Indian tribes, it will comply with the Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*), instead of Title VI and the Fair Housing Act and implementing regulations.

(c) It will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 *et seq.*).

(d) It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.

(e) It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 135.11(e).

(f) It will comply with Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701(u)), as amended, and implementing regulations at 24 CFR part 135, which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

(g) It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, which prohibit discrimination based on handicap in federally-assisted programs and activities.

(h) It will comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, and where applicable, the design and construction requirements of the Fair Housing Act.

(i) It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and implementing regulations at 24 CFR part 146, which prohibit discrimination because of age in projects and activities receiving federal financial assistance.

(j) It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

(k) If potentially eligible persons of particular race, color religion, sex, age, national origin, familial status, or handicap are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

2. Environmental Requirements. The grantee, its project sponsors and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend HUD or local funds for eligible activities, until the responsible entity (as defined in §58.2) has completed the environmental review procedures required by 24 CFR part 58 and the environmental certification and HUD approval of form HUD-7015.15, "Request for Release of Funds and Certification" (RROF) of compliance with the National Environmental Policy Act and implementing regulations at 24 CFR part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities). HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

3. HOPWA Facility Use Period Requirement. Any building or structure assisted with amounts under this part will be maintained as a facility to provide assistance for eligible persons: (i) for not less than 10 years in the case of assistance involving new construction, substantial rehabilitation or acquisition of a building or structure; and (ii) for not less than three years in cases involving non-substantial rehabilitation or repair of a building or structure.

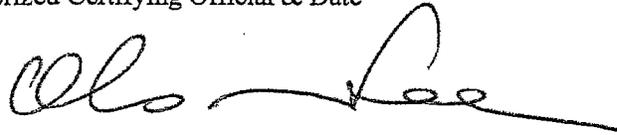
4. Client Confidentiality. The grantee and project sponsor must comply with the confidentiality requirements, as mandated by Section 856 of the AIDS Housing Opportunity Act and implemented in HOPWA regulation at 574.440: "The Grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any assisted under this part and any other information regarding individuals receiving assistance".

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will refer for prosecution false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

HOPWA Applicant Certifications

Name with Signature of Authorized Certifying Official & Date

Olson Lee on 4/11/16



Title
Director

Name of Applicant
City and County of San Francisco

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

SAN FRANCISCO MAYOR'S OFFICE
STATEMENT OF INCOMPATIBLE ACTIVITIES

I. INTRODUCTION

This Statement of Incompatible Activities is intended to guide officers and employees of the San Francisco Mayor's Office ("Department") about the kinds of activities that are incompatible with their public duties and therefore prohibited. This Statement covers all employees in the Mayor's Office, including the Mayor's Office of Housing and Community Development. For the purposes of this Statement, and except where otherwise provided, "officer" shall mean the Mayor; and "employee" shall mean all employees of the Department.

This Statement is adopted under the provisions of San Francisco Campaign & Governmental Conduct Code ("C&GC Code") section 3.218. Engaging in the activities that are prohibited by this Statement may subject an officer or employee to discipline, up to and including possible termination of employment or removal from office, as well as to monetary fines and penalties. (C&GC Code § 3.242; Charter § 15.105.) Before an officer or employee is subjected to discipline or penalties for violation of this Statement, the officer or employee will have an opportunity to explain why the activity should not be deemed to be incompatible with his or her City duties. (C&GC Code § 3.218.) Nothing in this document shall modify or reduce any due process rights provided pursuant to the officer's or employee's collective bargaining agreement.

In addition to this Statement, officers and employees are subject to Department policies and State and local laws and rules governing the conduct of public officers and employees, including but not limited to:

- Political Reform Act, California Government Code § 87100 *et seq.*;
- California Government Code § 1090;
- San Francisco Charter;
- San Francisco Campaign and Governmental Conduct Code;
- San Francisco Sunshine Ordinance; and
- Applicable Civil Service Rules.

Nothing in this Statement shall exempt any officer or employee from applicable provisions of law, or limit his or her liability for violations of law. Examples provided in this Statement are for illustration purposes only, and are not intended to limit application of this Statement. Nothing in this Statement shall interfere with the rights of employees under a collective bargaining agreement or Memorandum of Understanding applicable to that employee.

Nothing in this Statement shall be construed to prohibit or discourage any City officer or employee from bringing to the City's and/or public's attention matters of actual or perceived malfeasance or misappropriation in the conduct of City business, or from filing a complaint alleging that a City officer or employee has engaged in improper governmental activity by violating local campaign finance, lobbying, conflicts of interest or governmental ethics laws, regulations or rules; violating the California Penal Code by misusing City resources; creating a specified and substantial danger to public health or safety by failing to perform duties required by the officer's or employee's City position; or abusing his or her City position to advance a private interest.

No amendment to any Statement of Incompatible Activities shall become operative until the City and County has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

If an employee has questions about this Statement, the questions should be directed to the employee's supervisor or to the Mayor. Similarly, questions about other applicable laws governing the conduct of public employees should be directed to the employee's supervisor or the Mayor, although the supervisor or Mayor may determine that the question must be addressed to the Ethics Commission or City Attorney. Employees may also contact their unions for advice or information about their rights and responsibilities under these and other laws.

If the Mayor has questions about this Statement, the questions should be directed to the Ethics Commission or the City Attorney.

II. MISSION OF THE SAN FRANCISCO MAYOR'S OFFICE

The Mayor is the Chief Executive Officer of the City and County of San Francisco, and is responsible for general administration and oversight of all departments and governmental units in the executive branch of the City and County. (S.F. Charter § 3.100.)

III. RESTRICTIONS ON INCOMPATIBLE ACTIVITIES

This section prohibits outside activities, including self-employment, that are incompatible with the mission of the Department. Under subsection C, an officer or employee may seek an advance written determination whether a proposed outside activity is incompatible and therefore prohibited by this Statement. Outside activities other than those expressly identified here may be determined to be incompatible and therefore prohibited. For an advance written determination request from an employee, if the Mayor delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the Mayor.

A. RESTRICTIONS THAT APPLY TO ALL OFFICERS AND EMPLOYEES

1. ACTIVITIES THAT CONFLICT WITH OFFICIAL DUTIES

No officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that conflicts with his or her City duties. An outside activity conflicts with City duties when the ability of the officer or employee to perform the duties of his or her City position is materially impaired. Outside activities that materially impair the ability of an officer or employee to perform his or her City duties include, but are not limited to, activities that disqualify the officer or employee from City assignments or responsibilities on a regular basis. Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

No officer or employee may be a registered lobbyist (as defined in the San Francisco Campaign and Governmental Conduct Code) or provide services in exchange for compensation from such a registered lobbyist.

2. ACTIVITIES WITH EXCESSIVE TIME DEMANDS

No employee may engage in outside activity (regardless of whether the activity is compensated) that would cause the employee to be absent from his or her assignments on a regular basis, or otherwise require a time commitment that is demonstrated to interfere with the employee's performance of his or her City duties.

Example. An employee who works at the Department's front desk answering questions from the public wants to take time off every Tuesday and Thursday from 2:00 to 5:00 to coach soccer. Because the employee's duties require the employee to be at the Department's front desk during regular business hours, and because this outside activity would require the employee to be absent from the office during regular business hours on a regular basis, the Mayor or his/her designee may, pursuant to subsection C, determine that the employee may not engage in this activity.

3. ACTIVITIES THAT ARE SUBJECT TO REVIEW BY THE DEPARTMENT

Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, no officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that is subject to the control, inspection, review, audit or enforcement of the Department. In addition to any activity permitted pursuant to subsection C, nothing in this subsection prohibits the following activities: appearing before one's own department or commission on behalf of oneself; filing or otherwise pursuing claims against the City on one's own behalf; running for City elective office; or making a public records disclosure request pursuant to the Sunshine Ordinance or Public Records Act. Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

a. Assistance in Responding to City Bids, RFQs and RFPs. No officer or employee may knowingly provide selective assistance (i.e., assistance that is not generally available to all competitors) to individuals or entities in a manner that confers a competitive advantage on a bidder or proposer who is competing for a City contract. Nothing in this Statement prohibits an officer or employee from providing general information about a bid for a City contract, a Department Request for Qualifications or Request for Proposals or corresponding application process that is available to any member of the public. Nothing in this Statement prohibits an officer or employee from speaking to or meeting with individual applicants regarding the individual's application, provided that such assistance is provided on an impartial basis to all applicants who request it.

b. No officer or employee may serve as a member of the Board of Directors of a nonprofit organization that applies for loans or grants administered by the Mayor's Office, except that employees of the Mayor's Office of Housing and Community Development are governed by the more specific rule in subsection B of this section.

c. No officer or employee may be employed by, or provide services in exchange for compensation from an individual or entity that the officer or employee knows has applied for (in the last 12 months) or receives loans or grants administered by the Mayor's Office of Housing and Community Development or other division of the Mayor's Office. This prohibition does not apply to employment of or compensation received by an officer's or employee's spouse or registered domestic partner.

B. RESTRICTIONS THAT APPLY TO EMPLOYEES IN SPECIFIED POSITIONS

In addition to the restrictions that apply to all officers and employees of the Department, and except as provided in subsection C of this section, the following activities are incompatible for individual employees holding specific positions.

EMPLOYEES WHO WORK FOR THE MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

No employee who works in the Mayor's Office of Housing and Community Development may serve on the Board of Directors of a non-profit organization that applies for loans or grants administered by the employee's division.

C. ADVANCE WRITTEN DETERMINATION

As set forth below, an employee or the Mayor may seek an advance written determination whether a proposed outside activity conflicts with the mission of the Department, imposes excessive time demands, is subject to review by the Department, or is otherwise incompatible and therefore prohibited by section III of this Statement. For the purposes of this section, an employee or other person seeking an advance written determination shall be called "the requestor"; the individual or entity that provides an advance written determination shall be called "the decision-maker."

1. PURPOSE

This subsection permits an officer or employee to seek an advance written determination regarding his or her obligations under subsections A or B of this section. A written determination by the decision-maker that an activity is not incompatible under subsection A or B provides the requestor immunity from any subsequent enforcement action for a violation of this Statement if the material facts are as presented in the requestor's written submission. A written determination cannot exempt the requestor from any applicable law.

If an individual has not requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action brought pursuant to this Statement.

Similarly, if an individual has requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action brought pursuant to this Statement if:

- (a) the requestor is an *employee* who has not received a determination under subsection C from the decision-maker, and 20 working days have not yet elapsed since the request was made; or
- (b) the requestor is an *officer* who has not received a determination under subsection C from the decision-maker; or
- (c) the requestor has received a determination under subsection C that an activity is incompatible.

In addition to the advance written determination process set forth below, the San Francisco Charter also permits any person to seek a written opinion from the Ethics Commission with respect to that person's duties under provisions of the Charter or any City ordinance relating to conflicts of interest and

governmental ethics. Any person who acts in good faith on an opinion issued by the Commission and concurred in by the City Attorney and District Attorney is immune from criminal or civil penalties for so acting, provided that the material facts are as stated in the opinion request. Nothing in this subsection precludes a person from requesting a written opinion from the Ethics Commission regarding that person's duties under this Statement.

2. THE DECISION-MAKER

Decision-maker for request by an employee: An employee of the Department may seek an advance written determination from the Mayor or his or her designee. The Mayor or his or her designee will be deemed the decision-maker for the employee's request.

Decision-maker for request by the Mayor: The Mayor may seek an advance written determination from the Ethics Commission. The Ethics Commission will be deemed the decision-maker for the Mayor's request.

3. THE PROCESS

The requestor must provide, in writing, a description of the proposed activity and an explanation of why the activity is not incompatible under this Statement. The written material must describe the proposed activity in sufficient detail for the decision-maker to make a fully informed determination whether it is incompatible under this Statement.

When making a determination under this subsection, the decision-maker may consider any relevant factors including, but not limited to, the impact on the requestor's ability to perform his or her job, the impact upon the Department as a whole, compliance with applicable laws and rules and the spirit and intent of this Statement. The decision-maker shall consider all relevant written materials submitted by the requestor. The decision-maker shall also consider whether the written material provided by the requestor is sufficiently specific and detailed to enable the decision-maker to make a fully informed determination. The decision-maker may request additional information from the requestor if the decision-maker deems such information necessary. For an advance written determination request from an employee, if the Mayor delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the Mayor.

The decision-maker shall respond to the request by providing a written determination to the requestor by mail, email, personal delivery, or other reliable means. For a request by an employee, the decision-maker shall provide the determination within a reasonable period of time depending on the circumstances and the complexity of the request, but not later than 20 working days from the date of the request. If the decision-maker does not provide a written determination to the employee within 20 working days from the date of the employee's request, the proposed activity will be determined not to violate this Statement.

The decision-maker may revoke the determination at any time based on changed facts or circumstances or other good cause, by providing advance written notice to the requestor. The written notice shall specify the changed facts or circumstances or other good cause that warrants revocation of the advance written determination.

4. DETERMINATIONS ARE PUBLIC RECORDS

To assure that these rules are enforced equally, requests for advance written determinations and written determinations, including approvals and denials, are public records to the extent permitted by law.

IV. RESTRICTIONS ON USE OF CITY RESOURCES, CITY WORK-PRODUCT AND PRESTIGE

A. USE OF CITY RESOURCES

No officer or employee may use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. No officer or employee may allow any other person to use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. Notwithstanding these general prohibitions, any incidental and minimal use of City resources does not constitute a violation of this section. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use City facilities, equipment or resources, as defined herein.

Example. An officer or employee may use the telephone to make occasional calls to arrange medical appointments or speak with a child care provider, because this is an incidental and minimal use of City resources for a personal purpose.

Nothing in this Statement shall exempt any officer or employee from complying with more restrictive policies of the Department regarding use of City resources, including, without limitation, the Department's e-mail policy.

B. USE OF CITY WORK-PRODUCT

No officer or employee may, in exchange for anything of value and without appropriate authorization, sell, publish or otherwise use any non-public materials that were prepared on City time or while using City facilities, property (including without limitation, intellectual property), equipment and/or materials. For the purpose of this prohibition, appropriate authorization includes authorization granted by law, including the Sunshine Ordinance, California Public Records Act, the Ralph M. Brown Act as well as whistleblower and improper government activities provisions, or by a supervisor of the officer or employee, including but not limited to the officer's or employee's appointing authority. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use public materials for collective bargaining agreement negotiations.

C. USE OF PRESTIGE OF THE OFFICE

No officer or employee may use his or her City title or designation in any communication for any private gain or advantage. The following activities are expressly prohibited by this section.

1. USING CITY BUSINESS CARDS

No officer or employee may use his or her City business cards for any purpose that may lead the recipient of the card to think that the officer or employee is acting in an official capacity when the officer or employee is not.

Example of inappropriate use. An employee's friend is having a dispute with his new neighbor who is constructing a fence that the friend believes encroaches on his property.

The friend invites the employee over to view the disputed fence. When the neighbor introduces herself, the employee should not hand the neighbor her business card while suggesting that she could help resolve the dispute. Use of a City business card under these circumstances might lead a member of the public to believe that the employee was acting in an official capacity.

Example of acceptable use. An employee is at a party and runs into an old friend who has just moved to town. The friend suggests meeting for dinner and asks how to get in touch with the employee to set up a meeting time. The employee hands the friend the employee's business card and says that he can be reached at the number on the card. Use of a City business card under these circumstances would not lead a member of the public to believe that the employee was acting in an official capacity. Nor would use of the telephone to set up a meeting time constitute a misuse of resources under subsection A, above.

2. USING CITY LETTERHEAD, CITY TITLE, OR E-MAIL

No officer or employee may use City letterhead, City title, City e-mail, or any other City resource, for any communication that may lead the recipient of the communication to think that the officer or employee is acting in an official capacity when the officer or employee is not. (Use of e-mail or letterhead in violation of this section could also violate subsection A of this section, which prohibits use of these resources for any non-City purpose.)

Example. An officer or employee is contesting a parking ticket. The officer or employee should not send a letter on City letterhead to the office that issued the ticket contesting the legal basis for the ticket.

3. HOLDING ONESELF OUT, WITHOUT AUTHORIZATION, AS A REPRESENTATIVE OF THE DEPARTMENT

No officer or employee may hold himself or herself out as a representative of the Department, or as an agent acting on behalf of the Department, unless authorized to do so.

Example. An employee who lives in San Francisco wants to attend a public meeting of a Commission that is considering a land use matter that will affect the employee's neighborhood. The employee may attend the meeting and speak during public comment, but should make clear that he is speaking in his private capacity and not as a representative of the Department.

V. PROHIBITION ON GIFTS FOR ASSISTANCE WITH CITY SERVICES

State and local law place monetary limits on the value of gifts an officer or employee may accept in a calendar year. (Political Reform Act, Gov't Code § 89503, C&GC Code §§ 3.1-101 and 3.216.) This section imposes additional limits by prohibiting an officer or employee from accepting any gift that is given in exchange for doing the officer's or employee's City job.

No officer or employee may receive or accept gifts from anyone other than the City for the performance of a specific service or act the officer or employee would be expected to render or perform in the regular course of his or her City duties; or for advice about the processes of the City directly related to the officer's or employee's duties and responsibilities, or the processes of the entity they serve.

Example. A member of the public who regularly works with and receives assistance from the Department owns season tickets to the Giants and sends a pair of tickets to an employee of the Department in appreciation for the employee's work. Because the gift is given for the performance of a service the employee is expected to perform in the regular course of City duties, the employee is not permitted to accept the tickets.

Example. A member of the public requests assistance in resolving an issue or complaint that is related to the City and County of San Francisco, but that does not directly involve the Department. The employee directs the member of the public to the appropriate department and officer to resolve the matter. The member of the public offers the employee a gift in appreciation for this assistance. The employee may not accept the gift, or anything of value from anyone other than the City, for providing this kind of assistance with City services.

As used in this Statement, the term gift has the same meaning as under the Political Reform Act, including the Act's exceptions to the gift limit. (See Gov't Code §§ 82028, 89503; 2 Cal. Code Regs. §§ 18940-18950.4.) For example, under the Act, a gift that, within 30 days of receipt, is returned, or donated by the officer or employee to a 501(c)(3) organization or federal, state or local government without the officer or employee taking a tax deduction for the donation, will not be deemed to have been accepted. In addition to the exceptions contained in the Act, nothing in this Statement shall preclude an employee's receipt of a bona fide award, or free admission to a testimonial dinner or similar event, to recognize exceptional service by that employee, and which is not provided in return for the rendering of service in a particular matter. Such awards are subject to the limitation on gifts imposed by the Political Reform Act and local law.

In addition, the following gifts are de minimis and therefore exempt from the restrictions on gifts imposed by section V of this Statement:

- i. Gifts, other than cash, with an aggregate value of \$25 or less per occasion; and
- ii. Gifts such as food and drink, without regard to value, to be shared in the office among employees or officers.

Example. A member of the public who regularly works with and receives assistance from the Department sends a \$15 basket of fruit to an employee as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the employee is expected to perform in the regular course of City duties, the employee may accept the fruit because the value is de minimis. (Because the reporting requirement is cumulative, an employee may be required to report even de minimis gifts on his or her Statement of Economic Interests if, over the course of a year, the gifts equal or exceed \$50.)

Example. A member of the public who regularly works with and receives assistance from the Department sends a \$150 basket of fruit to the Department as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the Department is expected to perform in the regular course of City duties, the Department may accept the fruit basket because it is a gift to the office to be shared among officers and employees.

VI. AMENDMENT OF STATEMENT

Once a Statement of Incompatible Activities is approved by the Ethics Commission, the Department may, subject to the approval of the Ethics Commission, amend the Statement. (C&GC Code § 3.218(b).) In addition, the Ethics Commission may at any time amend the Statement on its own initiative. No Statement of Incompatible Activities or any amendment thereto shall become operative until the City and County of San Francisco has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

This document is the Statement of Incompatible Activities (SIA) for the San Francisco Mayor's Office. The SIAs identify activities that are incompatible, inconsistent or in conflict with the duties and mission of the department, board or commission. **Under San Francisco Campaign and Governmental Conduct Code section 3.218 and its implementing regulations, each department, board or commission must annually provide a copy of the SIA to its officers and employees.** Each department, board and commission may satisfy this requirement by taking the following three steps: (1) posting the SIA on the web page of the department, board or commission; (2) posting the SIA in the office of the department, board or commission where other legal notices are posted; and (3) distributing either a paper or electronic copy of the SIA to each officer or employee. Each department, board or commission may satisfy (3) by providing a handout listing a webpage where the officer or employee may view the SIA.

In addition, the Good Government Guide was written and has been updated by the City Attorney's Office to provide employees and officials of the City and County of San Francisco with a usable, accessible overview of the major laws governing their conduct as public servants—from public meetings and public records responsibilities to conflict of interest and personal financial reporting requirements. This updated publication is available on the City Attorney's Office website at <http://www.sfcityattorney.org/wp-content/uploads/2015/07/GoodGovtGuide-2014-09-03.pdf>.

Descriptive Budget Justification Narrative

Supportive Services Costs		
<u>Catholic Charities Personnel Costs</u> Position: Case Manager (.50562 FTE) Activities: Case management, vocational counseling, benefits counseling, eviction prevention, mediation services related to neighbor/landlord issues that may arise, other services	$(\$57,027 \text{ salary/year including 30\% fringe/benefits}) \times (.50562 \text{ FTE}) \times 3 \text{ years} =$	\$86,502
<u>Catholic Charities Non-personnel Program Activity Costs (Vocational Rehabilitation Services)</u> Payments to Positive Resource Center (Sub-Contractor) @ \$800/client/month to provide program participants with support services including educational enhancement and job preparedness. Approximately 1-3 clients will be served each month with a contracted total of \$20,000 per year.	$\$20,000/\text{year} \times 3 \text{ years} =$	\$60,000
	Subtotal	\$146,502
<u>Catholic Charities Indirect Costs:</u> Federal Approved Indirect Rate: 11.5% This rate was based on eligible management and general expenses divided by eligible agency expenses. Indirect Costs primarily consists of general costs which are not directly allocable to any specific program.	$\$146,502 \times 11.5\% =$	\$16,848
Total Supportive Services		\$163,350

Housing Information Services		
<u>Catholic Charities Personnel Costs</u> Position: Case Manager (.2359 FTE) Activities: Housing counseling, housing advocacy, information and referral services, fair housing information, housing search and assistance	$(\$57,027 \text{ salary/year including 30\% fringe/benefits}) \times (.2359 \text{ FTE}) \times 3 \text{ years} =$	\$40,358
<u>Catholic Charities Indirect Costs:</u> Federal Approved Indirect Rate: 11.5% This rate was based on eligible management and general expenses divided by eligible agency expenses. Indirect Costs primarily consists of general costs which are not directly allocable to any specific program.	$\$40,358 \times 11.5\% =$	\$4,642
Total Housing Information Services		\$45,000

Descriptive Budget Justification Narrative

Permanent Housing Placement Services		
<u>Catholic Charities Personnel Costs</u> Position: Case Manager (.2359 FTE) Activities: Assists households in understanding leases, tenant counseling, making moving arrangements	(\$57,027 salary/year including 30% fringe/benefits) x (.2359 FTE) x 3 years =	\$40,358
<u>Catholic Charities Indirect Costs:</u> Federal Approved Indirect Rate: 11.5% This rate was based on eligible management and general expenses divided by eligible agency expenses. Indirect Costs primarily consists of general costs which are not directly allocable to any specific program.	\$40,358 x 11.5% =	\$4,642
Total Permanent Housing Placement Services		\$45,000

Other Housing Costs		
<u>Catholic Charities Personnel Costs</u> Position: Housing Specialist (.36 FTE) Activities: Ensures client eligibility, conducts HQS inspections based on HUD guidelines and generates the monthly payment to landlords	(\$55,827 salary/year including 30% fringe/benefits) x (.36 FTE) x 3 years =	\$60,294
<u>Catholic Charities Non-personnel Program Activity Costs (Shallow Rent Subsidies):</u> Shallow rent subsidies of \$300/month for 83 units. Subsidies help households to maintain their housing while searching for or returning to work, attending classes, or receiving vocational counselling. Approximately 100 unduplicated households will be served each year due to exits from the program.	83 units x \$300/month x 36 months =	\$896,400
	Subtotal	\$956,694
<u>Catholic Charities Indirect Costs:</u> Billing at 9.403% which is less than the Federal Approved Indirect Rate of 11.5%. In order to fully cover rent subsidies and other direct costs, a lower indirect rate has been applied by Catholic Charities for Other Housing Costs. The Federal indirect rate was based on eligible management and general expenses divided by eligible agency expenses. Indirect Costs primarily consists of general costs which are not directly allocable to any specific program.	\$956,694 x 9.403% =	\$ 89,956
Total Other Housing Costs		\$1,046,650

Descriptive Budget Justification Narrative

Grantee's Administrative Costs		
Activities: Contract and program oversight, coordination and reporting (including Annual Progress Report to HUD).	\$13,000 x 3 years =	\$39,000
Total Grantee's Administrative Costs		\$39,000

Project Sponsor's Administrative Costs		
Activities: Management, oversight, coordination and reporting on eligible activities (including data collection and annual performance reporting)	\$30,333 x 3 years =	\$91,000
Total Project Sponsor's Administrative Costs		\$91,000

Budget Summary:

Supportive Services	\$163,350
Housing Information Services	\$45,000
Permanent Housing Placement	\$45,000
Other Housing Costs	\$1,046,650
Total Program Cost	\$1,300,000
Grantee's Administrative Costs	\$39,000
Project Sponsor's Administrative Costs	\$91,000
Total HOPWA Budget	\$1,430,000

Technical Assistance Narrative

City and County of San Francisco - Grant #CA-H130013

The technical assistance currently available for HOPWA and HUD has been sufficient for the implementation of the City and County of San Francisco's HOPWA Permanent Supportive Housing Grant.

We have been able to successfully work with our sponsor, Catholic Charities, to support and maintain a housing and training program for HIV+ persons who wish to expand their educational and vocational opportunities.

The webinars, written materials and one-on-one assistance provided by HUD have proved invaluable to maintain and develop the program, which has been in existence for over 15 years.

Our only suggestion would be an updating of the Housing Opportunities for Persons with AIDS (HOPWA) Grantee Oversight Resource Guide. The guide was last updated in August of 2010.

HOPWA

Competitive Application & Renewal of Permanent Supportive Housing Project Budget Summary

Sponsored by the

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of HIV/AIDS Housing**

The information collection requirements pertain to grant application submission requirements which will be used to rate applications, determine eligibility, and establish grant amounts.

Selections of applications for funding under the HOPWA Program are based on the rating factors set forth in the SuperNOFA for Housing and Community Development Programs and the criteria established in the annual HOPWA renewal notice for those permanent supportive housing grantee's seeking renewal funding.

The public reporting burden for the collection of information for the **HOPWA Competitive Application & Renewal of Permanent Supportive Housing Projects Budget Summary** is estimated to average 12 hours. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless that collection displays a currently valid OMB control number. **OMB Approval No. 2506-0133** (Expiration Date: 10/31/2014)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Application Budget Summary (all applicants)

Applicant Name	City and County of San Francisco	Number of Project Sponsors	1	Plan dates for grant agreement and activities	12/1/16 – 11/30/19 (mo./yr.)
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A.	Eligible Activity	HOPWA Request				Leveraged Funds
		A. Year 1	B. Year 2	C. Year 3	D. Total	
Facility Development (new applications only)	1. Acquisition					
	2. Rehabilitation, Repair & Conversion					
	3. New Construction (for Community Residences and SRO dwellings only)					
Facility Operations	4. Operating Costs for Housing Facility					
	5. Leasing					
TBRA	6. Tenant-based Rental Assistance					
STRMU	7. Short-term Rent, Mortgage, & Utility Payments to Prevent Homelessness					
Support Services	8. Supportive Services	\$54,450	\$54,450	\$54,450	\$163,350	\$500,000
Other Program Expenses	9. Housing Information Services	\$15,000	\$15,000	\$15,000	\$45,000	
	10. Permanent Housing Placement	\$15,000	\$15,000	\$15,000	\$45,000	
	11. Resource Identification to Establish, Coordinate & Develop Housing Assistance					
	12. Other Housing Costs (please specify in narrative; requires HUD approval)	\$348,884	\$348,883	\$348,883	\$1,046,650	\$450,000
13. Total Program Costs: (total of lines 1-12)					\$1,300,000	
Administrative Expenses	14. Grantee's Administrative				\$39,000	
	15. Project Sponsor's Administrative Costs				\$91,000	
16. Total HOPWA Request (total of lines 13-15)					\$1,430,000	

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Catholic Charities			
Type:	Grantee: <input type="checkbox"/>	Project Sponsor: <input checked="" type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/> Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request			
		Yr. 1	Yr. 2	Yr. 3	Totals:
Facility Development (new applications only)	1. Acquisition Description:	Budget			
		# of Units			
	2. Rehabilitation/Repair/Conversion Description:	Budget			
		# of Units			
Facility Development (new applications only)	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget			
		# of Units			
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>					
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget			
		# of Units			
Facility Operations	5. Leasing Description:	Budget			
		# of Units			
TBRA STRMU	6. Tenant-Based Rental Assistance Payments Description:	Budget			
		# of Households			
TBRA STRMU	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget			
		# of Households			
Support Services	8. Supportive Services Costs Description: Case management, vocational counseling, benefits counseling, eviction prevention, other services	Budget	\$54,450	\$54,450	\$54,450
		# of Households	100	100	100
Other Program Expenses	9. Housing Information Services Description: Housing counseling and advocacy, information and referral services, fair housing information, housing search and assistance	Budget	\$15,000	\$15,000	\$15,000
		# of Households	30	30	30
	10. Permanent Housing Placement Services Description: Assist households in understanding leases, tenant counseling, making moving arrangements	Budget	\$15,000	\$15,000	\$15,000
		# of Households	10	10	10
	11. Resource Identification Description:	Budget			
	12. Other Housing Costs (approved by HUD) Description: Shallow rent subsidies at \$300/mo for an estimated 83 units.	Budget	\$348,884	\$348,883	\$348,883
	# of Units	83	83	83	
Administrative Expenses	13. Grantee's Administrative Costs Description:	Budget			
	14. Project Sponsor's Administrative Costs Description: Management, oversight, coordination and reporting on eligible activities (including data collection and annual performance reporting)	Budget	\$30,333	\$30,333	\$30,334
					\$91,000

15. Total HOPWA Request for this Organization

\$1,391,000

Note: Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item.

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	City and County of San Francisco			
Type:	Grantee: <input checked="" type="checkbox"/> ; Project Sponsor: <input type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/>	Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request			
		Yr. 1	Yr. 2	Yr. 3	Totals
Facility Development (new applications only)	1. Acquisition Description:	Budget			
		# of Units			
	2. Rehabilitation/Repair/Conversion Description:	Budget			
		# of Units			
Facility Operations	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget			
		# of Units			
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>					
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget			
		# of Units			
Facility Operations	5. Leasing Description:	Budget			
		# of Units			
EBRA, STRMU	6. Tenant-Based Rental Assistance Payments Description:	Budget			
		# of Households			
EBRA, STRMU	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget			
		# of Households			
Support Services	8. Supportive Services Costs Description:	Budget			
		# of Households			
Other Program Expenses	9. Housing Information Services Description:	Budget			
		# of Households			
	10. Permanent Housing Placement Services Description:	Budget			
		# of Households			
Other Program Expenses	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget			
		# of Households			
	12. Other Housing Costs (approved by HUD) Description:	Budget			
		# of Units			
Administrative Expenses	13. Grantee's Administrative Costs Description: Contract and program oversight, coordination and reporting (including Annual Progress Report to HUD).	Budget	\$13,000	\$13,000	\$13,000
					\$39,000
Administrative Expenses	14. Project Sponsor's Administrative Costs Description:	Budget			

15. Total HOPWA Request for this Organization

\$39,000

Note: Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item.

Exhibit C - HOPWA Regulations

e-CFR data is current as of May 25, 2016.

Title 24 → Subtitle B → Chapter V → Subchapter C → Part 574

Title 24: Housing and Urban Development

VII. PART 574—HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

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AUTHORITY: 42 U.S.C. 3535(d) and 12901-12912.

SOURCE: 57 FR 61740, Dec. 28, 1992, unless otherwise noted.

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VIII. Subpart A—General

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IX. §574.3 Definitions.

The terms *Grantee* and *Secretary* are defined in 24 CFR part 5.

Acquired immunodeficiency syndrome (AIDS) or related diseases means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Administrative costs mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

Applicant means a State or city applying for a formula allocation as described under §574.100 or a State, unit of general local government, or a nonprofit organization applying for a competitive grant as described under §574.210.

City has the meaning given it in section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Eligible Metropolitan Statistical Area (EMSA) means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.

Eligible person means a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, as defined in this section, and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1). Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9).

Eligible State means a State that has:

(1) More than 1,500 cumulative cases of AIDS in those areas of the State outside of eligible metropolitan statistical areas that are eligible to be funded through a qualifying city; and

(2) A consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. (A State may carry out activities anywhere in the State, including within an EMSA.)

Family is defined in 24 CFR 5.403 and includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

Low-income individual has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Metropolitan statistical area has the meaning given it in section 853(5) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Nonprofit organization means any nonprofit organization (including a State or locally chartered, nonprofit organization) that:

- (1) Is organized under State or local laws;
- (2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- (3) Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system; and
- (4) Has among its purposes significant activities related to providing services or housing to persons with acquired immunodeficiency syndrome or related diseases.

Non-substantial rehabilitation means rehabilitation that involves costs that are less than or equal to 75 percent of the value of the building after rehabilitation.

Population means total resident population based on data compiled by the U.S. Census and referable to the same point in time.

Project sponsor means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under this part. The selection of project sponsors is not subject to the procurement requirements of 2 CFR part 200, subpart D.

Qualifying city means a city that is the most populous unit of general local government in an eligible metropolitan statistical area (EMSA) and that has a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part.

Rehabilitation means the improvement or repair of an existing structure, or an addition to an existing structure that does not increase the floor area by more than 100 percent.

State has the meaning given it in section 853(9) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Substantial rehabilitation means rehabilitation that involves costs in excess of 75 percent of the value of the building after rehabilitation.

Unit of general local government means any city, town, township, parish, county, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Federated

States of Micronesia and Palau, the Marshall Islands, or a general purpose political subdivision thereof; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of the National Affordable Housing Act.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 7963, Feb. 29, 1996; 77 FR 5675, Feb. 3, 2012; 80 FR 75938, Dec. 7, 2015]

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X. Subpart B—Formula Entitlements

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XI. §574.100 Eligible applicants.

(a) Eligible States and qualifying cities, as defined in §574.3, qualify for formula allocations under HOPWA.

(b) HUD will notify eligible States and qualifying cities of their formula eligibility and allocation amounts and EMSA service areas annually.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995]

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XII. §574.110 Overview of formula allocations.

The formula grants are awarded upon submission and approval of a consolidated plan, pursuant to 24 CFR part 91, that covers the assistance to be provided under this part. Certain states and cities that are the most populous unit of general local government in eligible metropolitan statistical areas will receive formula allocations based on their State or metropolitan population and proportionate number of cases of persons with AIDS. They will receive funds under this part (providing they comply with 24 CFR part 91) for eligible activities that address the housing needs of persons with AIDS or related diseases and their families (see §574.130(b)).

[61 FR 7963, Feb. 29, 1996]

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XIII. §574.120 Responsibility of applicant to serve EMSA.

The EMSA's applicant shall serve eligible persons who live anywhere within the EMSA, except that housing assistance shall be provided only in localities within the EMSA that have a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. In allocating grant amounts among eligible activities, the EMSA's applicant shall address needs of eligible persons who reside within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

[60 FR 1917, Jan. 5, 1995]

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XIV. §574.130 Formula allocations.

(a) *Data sources.* HUD will allocate funds based on the number of cases of acquired immunodeficiency syndrome reported to and confirmed by the Director of the Centers for Disease Control, and on population data provided by the U.S. Census. The number of cases of acquired immunodeficiency syndrome used for this purpose shall be the number reported as of March 31 of the fiscal year immediately preceding the fiscal year for which the amounts are appropriated and allocated.

(b) *Distribution of appropriated funds for entitlement awards.* (1) Seventy-five percent of the funds allocated under the formula is distributed to qualifying cities and eligible States, as described in §574.100, based on each metropolitan statistical area's or State's proportionate share of the cumulative number of AIDS cases in all eligible metropolitan statistical areas and eligible States.

(2) The remaining twenty-five percent is allocated among qualifying cities, but not States, where the per capita incidence of AIDS for the year, April 1 through March 31, preceding the fiscal year of the appropriation is higher than the average for all metropolitan statistical areas with more than 500,000 population. Each qualifying city's allocation reflects its EMSA's proportionate share of the high incidence factor among EMSA's with higher than average per capita incidence of AIDS. The high incidence factor is computed by multiplying the population of the metropolitan statistical area by the difference between its twelve-month-per-capita-incidence rate and the average rate for all metropolitan statistical areas with more than 500,000 population. The EMSA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all EMSA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than \$200,000. Therefore, if the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than \$200,000, the amount allocated to that entity is increased to \$200,000 and allocations to entities in excess of \$200,000 are proportionately reduced by the amount of the increase.

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V. §574.190 Reallocation of grant amounts.

If an eligible State or qualifying city does not submit a consolidated plan in a timely fashion, in accordance with 24 CFR part 91, that provides for use of its allocation of funding under this part, the funds allocated to that jurisdiction will be added to the funds available for formula allocations to other jurisdictions in the current fiscal year. Any formula funds that become available as a result of deobligations or the imposition of sanctions as provided for in §574.540 will be added to the funds available for formula allocations in the next fiscal year.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

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XVI. Subpart C—Competitive Grants

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XVII. §574.200 Amounts available for competitive grants.

(a) The Department will set aside 10 percent of the amounts appropriated under this program to fund on a competitive basis:

- (1) Special projects of national significance; and
- (2) Other projects submitted by States and localities that do not qualify for formula grants.

(b) Any competitively awarded funds that become available as a result of deobligations or the imposition of sanctions, as provided in §574.540, will be added to the funds available for competitive grants in the next fiscal year.

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in response to a Notice of Funding Availability published in the FEDERAL REGISTER. All States and units of general local government and nonprofit organizations are eligible to apply for competitive grants to fund projects of national significance. Only those States and units of general local government that do not qualify for formula allocations are eligible to apply for competitive grants to fund other projects.

(d) If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

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XVIII. §574.210 Eligible applicants.

(a) All States, units of general local government, and nonprofit organizations, may apply for grants for projects of national significance.

(b) Only those States and units of general local government that do not qualify for formula grants, as described in §574.100; may apply for grants for other projects as described in §574.200(a)(2).

(c) Except for grants for projects of national significance, nonprofit organizations are not eligible to apply directly to HUD for a grant but may receive funding as a project sponsor under contract with a grantee.

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XIX. §574.240 Application requirements.

Applications must comply with the provisions of the Department's Notice of Funding Availability (NOFA) for the fiscal year published in the FEDERAL REGISTER in accordance with 24 CFR part 12. The rating criteria, including the point value for each, are described in the NOFA, including criteria determined by the Secretary.

[61 FR 7963, Feb. 29, 1996]

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XX. §574.260 Amendments.

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

(2) For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with §574.510.

(Approved by the Office of Management and Budget under control number 2506-0133)

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XI. Subpart D—Uses of Grant Funds

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XXII. §574.300 Eligible activities.

(a) *General.* Subject to applicable requirements described in §§574.310, 574.320, 574.330, and 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by §574.310(a), must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

(b) *Activities.* The following activities may be carried out with HOPWA funds:

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;

(2) Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives);

(3) Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services;

(4) New construction (for single room occupancy (SRO) dwellings and community residences only).

(5) Project- or tenant-based rental assistance, including assistance for shared housing arrangements;

(6) Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling;

(7) Supportive services including, but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

(8) Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs;

(9) Technical assistance in establishing and operating a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence;

(10) Administrative expenses:

(i) Each grantee may use not more than 3 percent of the grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsors; and

(ii) Each project sponsor receiving amounts from grants made under this program may use not more than 7 percent of the amounts received for administrative costs.

(11) For competitive grants only, any other activity proposed by the applicant and approved by HUD.

(c) *Equal participation of faith-based organizations.* The HUD program requirements in §5.109 of this title apply to the HOPWA program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 68 FR 56405, Sept. 30, 2003; 80 FR 75938, Dec. 7, 2015; 81 19418, Apr. 4, 2016]

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XXIII. §574.310 General standards for eligible housing activities.

All grantees using grant funds to provide housing must adhere to the following standards:

(a)(1) *General.* The grantee shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing under this subpart. Supportive services are described in §574.300(b)(7). For any individual with acquired immunodeficiency syndrome or a related disease who requires more intensive care than can be provided in housing assisted under this subpart, the grantee shall provide for locating a care provider who can appropriately care for the individual and for referring the individual to the care provider.

(2) *Payments.* The grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

(i) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

(ii) By an entity that provides health services on a prepaid basis.

(b) *Housing quality standards.* All housing assisted under §574.300(b) (3), (4), (5), and (8) must meet the applicable housing quality standards outlined below.

(1) *State and local requirements.* Each recipient of assistance under this part must provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

(2) *Habitability standards.* Except for such variations as are proposed by the locality and approved by HUD, recipients must meet the following requirements:

(i) *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.

(ii) *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(iii) *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.

(iv) *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(v) *Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.

(vi) *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.

(vii) *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliance while assuring safety from fire.

(viii) *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(ix) *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

(c) *Minimum use period for structures.* (1) Any building or structure assisted with amounts under this part must be maintained as a facility to provide housing or assistance for individuals with acquired immunodeficiency syndrome or related diseases:

(i) For a period of not less than 10 years, in the case of assistance provided under an activity eligible under §574.300(b) (3) and (4) involving new construction, substantial rehabilitation or acquisition of a building or structure; or

(ii) For a period of not less than 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure.

(2) Waiver of minimum use period. HUD may waive the minimum use period of a building or structure as stipulated in paragraph (c)(1) of this section if the grantee can demonstrate, to the satisfaction of HUD, that:

(i) The assisted structure is no longer needed to provide supported housing or assistance, or the continued operation of the structure for such purposes is no longer feasible; and

(ii) The structure will be used to benefit individuals or families whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, if the Secretary finds that such variations are necessary because of construction costs or unusually high or low family incomes.

(d) *Resident rent payment.* Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of:

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;

(2) 10 percent of the family's monthly gross income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(e) *Termination of assistance—(1) Surviving family members.* With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS. The grantee or project sponsor shall establish a reasonable grace period for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with AIDS. The grantee or project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses.

(2) *Violation of requirements*—(i) *Basis*. Assistance to participants who reside in housing programs assisted under this part may be terminated if the participant violates program requirements or conditions of occupancy. Grantees must ensure that supportive services are provided, so that a participant's assistance is terminated only in the most severe cases.

(ii) *Procedure*. In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of:

(A) Serving the participant with a written notice containing a clear statement of the reasons for termination;

(B) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(C) Providing prompt written notification of the final decision to the participant.

(Paragraph (c) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 61 FR 7963, Feb. 29, 1996; 66 FR 6225, Jan. 19, 2001]

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XXIV. §574.320 Additional standards for rental assistance.

(a) If grant funds are used to provide rental assistance, the following additional standards apply:

(1) *Maximum subsidy*. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:

(i) The lower of the rent standard or reasonable rent for the unit; and

(ii) The resident's rent payment calculated under §574.310(d).

(2) *Rent standard*. The rent standard shall be established by the grantee and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

(3) *Rent reasonableness*. The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

(b) With respect to shared housing arrangements, the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in comparison to other private space in the shared unit, excluding common space. An assisted family or individual may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements shall be voluntary.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

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XXV. §574.330 Additional standards for short-term supported housing.

Short-term supported housing includes facilities to provide temporary shelter to eligible individuals as well as rent, mortgage, and utilities payments to enable eligible individuals to remain in their own dwellings. If grant funds are used to provide such short-term supported housing assistance, the following additional standards apply:

(a) *Time limits.* (1) A short-term supported housing facility may not provide residence to any individual for more than 60 days during any six month period. Rent, mortgage, and utilities payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided to such an individual for these costs accruing over a period of more than 21 weeks in any 52 week period. These limitations do not apply to rental assistance provided under §574.300(b)(5).

(2) *Waiver of time limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (a)(1) and will favorably consider a waiver based on the good faith effort of a project sponsor to provide permanent housing under subsection (c).

(b) *Residency limitations—(1) Residency.* A short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals;

(2) *Waiver of residency limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (b)(1) of this section.

(c) *Placement.* A short-term supported housing facility assisted under this part must, to the maximum extent practicable, provide each individual living in such housing the opportunity for placement in permanent housing or in a living environment appropriate to his or her health and social needs.

(d) *Assistance to continue independent living.* In addition to the supportive services provided when an individual is relocated to a short-term supported housing facility, supportive services may be provided to individuals when they remain in their residence because the residence is appropriate to the needs of the individual. In the latter case, a rent, mortgage and utilities payments program assisted under this part shall provide, when reasonable, supportive services specifically designed to maintain the individual in such residence.

(e) *Case management services.* A program assisted under this section shall provide each assisted individual with an opportunity, if eligible, to receive case management services from the appropriate social service agencies.

(Paragraph (b) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

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XXVI. §574.340 Additional standards for community residences.

(a) A community residence is a multiunit residence designed for eligible persons to provide a lower cost residential alternative to institutional care; to prevent or delay the need for such care; to provide a permanent or transitional residential setting with appropriate services to enhance the quality of life for those who are unable to live independently; and to enable such persons to participate as fully as possible in community life.

(b) If grant funds are used to provide a community residence, except for planning and other expenses preliminary to construction or other physical improvement for a community residence, the grantee must, prior to the expenditure of such funds, obtain and keep on file the following certifications:

(1) *A services agreement.* (i) A certification that the grantee will itself provide services as required by §574.310(a) to eligible persons assisted by the community residence; or

(ii) A certification that the grantee has entered into a written agreement with a project sponsor or contracted service provider to provide services as required by §574.310(a) to eligible persons assisted by the community residence;

(2) *The adequacy of funding.* (i) A certification that the grantee has acquired sufficient funding for these services; or

(ii) A certification that the grantee has on file an analysis of the service level needed for each community residence, a statement of which grantee agency, project sponsor, or service provider will provide the needed services, and a statement of how the services will be funded; and

(3) *Capability.* (i) A certification that the grantee is qualified to provide the services; or

(ii) A certification that the project sponsor or the service provider is qualified to provide the services.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

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XXVII. Subpart E—Special Responsibilities of Grantees and Project Sponsors

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XXVIII. §574.400 Prohibition of substitution of funds.

Amounts received from grants under this part may not be used to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of this part.

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XXIX. §574.410 Capacity.

The grantee shall ensure that any project sponsor with which the grantee contracts to carry out an activity under this part has the capacity and capability to effectively administer the activity.

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XXX. §574.420 Cooperation.

(a) The grantee shall agree, and shall ensure that each project sponsor agrees, to cooperate and coordinate in providing assistance under this part with the agencies of the relevant State and local governments responsible for services in the area served by the grantee for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

(b) A grantee that is a State shall obtain the approval of the unit of general local government in which a project is to be located before entering into a contract with a project sponsor to carry out an activity authorized under this part.

(c) A grantee that is a city receiving a formula allocation for an EMSA shall coordinate with other units of general local government located within the metropolitan statistical area to address needs within that area.

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XXXI. §574.430 Fee prohibitions.

The grantee shall agree, and shall ensure that each project sponsor agrees, that no fee, except rent, will be charged of any eligible person for any housing or services provided with amounts from a grant under this part.

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XXII. §574.440 Confidentiality.

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.

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XXXIII. §574.450 Financial records.

The grantee shall agree, and shall ensure that each project sponsor agrees, to maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from a grant under this part.

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XXXIV. Subpart F—Grant Administration

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XXXV. §574.500 Responsibility for grant administration.

(a) *General.* Grantees are responsible for ensuring that grants are administered in accordance with the requirements of this part and other applicable laws. Grantees are responsible for ensuring that their respective project sponsors carry out activities in compliance with all applicable requirements.

(b) *Grant agreement.* The grant agreement will provide that the grantee agrees, and will ensure that each project sponsor agrees, to:

(1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations;

(2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program;

(3) Assure the adequate provision of supportive services to the participants in the program; and

(4) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

(c) *Enforcement.* HUD will enforce the obligations in the grant agreement in accordance with the provisions of 2 CFR part 200, subpart D. A grantee will be provided an opportunity for informal consultation before HUD will exercise any remedies authorized in 2 CFR 200.338.

[57 FR 61740, Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

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XXXVI. §574.510 Environmental procedures and standards.

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title for any competitive grant for Fiscal Year 2000.

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in §58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved (or HUD has performed an environmental review and the recipient has received HUD approval of the property). HUD will not release grant funds if the recipient or any other party commits grant funds (*i.e.*, incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

(c) For activities under a grant to a nonprofit entity that would generally be subject to review under part 58, HUD may make a finding in accordance with §58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient nonprofit entity objects in writing to the responsible entity's performing the review under part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property.

[68 FR 56130, Sept. 29, 2003]

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XXXVII. §574.520 Performance reports.

(a) *Formula grants.* For a formula grant recipient, the performance reporting requirements are specified in 24 CFR part 91.

(b) *Competitive grants.* A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, and any other information that HUD may require. Annual reports are required until all grant funds are expended.

[60 FR 1918, Jan. 5, 1995]

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XXXVIII. §574.530 Recordkeeping.

Each grantee must ensure that records are maintained for a 4-year period to document compliance with the provisions of this part. Grantees must maintain the following:

(a) Current and accurate data on the race and ethnicity of program participants.

(b) Documentation related to the formula grantee's Assessment of Fair Housing, as described in 24 CFR 5.168.

[80 FR 42368, July 16, 2015]

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XXXIX. §574.540 Deobligation of funds.

HUD may deobligate all or a portion of the amounts approved for eligible activities if such amounts are not expended in a timely manner, or the proposed activity for which funding was approved is not provided in accordance with the approved application or action plan and the requirements of this regulation. HUD may deobligate any amount of grant funds that have not been expended within a three-year period from the date of the signing of the grant agreement. The grant agreement may set forth other circumstances under which funds may be deobligated or sanctions imposed.

[61 FR 7963, Feb. 29, 1996]

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XL. Subpart G—Other Federal Requirements

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XLI. §574.600 Cross-reference.

The Federal requirements set forth in 24 CFR part 5 apply to this program as specified in this subpart.

[61 FR 5209, Feb. 9, 1996]

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XLII. §574.603 Nondiscrimination and equal opportunity.

Within the population eligible for this program, the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5 and the following requirements apply:

(a) *Fair housing requirements.* (1) Grantees and project sponsors shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations and requirements for certain types of short-term housing assistance).

(2) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) does not apply to this program.

(b) *Affirmative outreach.* A grantee or project sponsor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 33894, June 30, 1994. Redesignated and amended at 61 FR 5209, Feb. 9, 1996; 61 FR 7964, Feb. 29, 1996]

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XLIII. §574.605 Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.

The provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", apply to HOPWA grants.

[80 FR 75938, Dec. 7, 2015]

XLIV. §574.625 Conflict of interest.

(a) In addition to the conflict of interest requirements in 2 CFR 200.317 (for recipients and subrecipients that are States) and 2 CFR 200.318 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

(b) *Exceptions: Threshold requirements.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (a) of this section when it determines that the exception will serve to further the purposes of the HOPWA program and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(c) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (b) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(2) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a) of this section;

(5) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

[57 FR 61740; Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

XLV. §574.630 Displacement, relocation and real property acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, grantees and project sponsors must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under this part.

(b) *Relocation assistance for displaced persons.* A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) *Appeals.* A person who disagrees with the grantee's or project sponsor's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the grantee. A low-income person who is dissatisfied with the grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(e) *Responsibility of grantee.* (1) Each grantee shall certify (i.e., provide assurance of compliance as required by 49 CFR part 24) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and shall ensure such compliance notwithstanding any third party's contractual obligation to the grantee to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with funds available from other sources.

(3) The grantee shall maintain records in sufficient detail to demonstrate compliance with these provisions.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. This includes any permanent, involuntary move for an assisted project including any permanent move for an assisted project, including any permanent move from the real property that is made:

(i) After notice by the grantee, project sponsor, or property owner to move permanently from the property, if the move occurs on or after the date that the grantee submits to HUD an application for assistance that is later approved and funded;

(ii) Before the submission of the application to HUD, if the grantee, project sponsor, or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project; or

(iii) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(A) The tenant moves after the "initiation of negotiations" and the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(1) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(2) 30 percent of gross household income; or

(B) The tenant is required to relocate temporarily, does not return to the building/complex and either:

(1) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(2) Other conditions of the temporary relocation are not reasonable; or

(C) The tenant is required to move to another unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation or applicable Federal, State or local law, or other good cause, and HUD determines that the eviction was not undertaken for the purposes of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The grantee or project sponsor may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the grantee and the project sponsor.

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XLVI. §574.635 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

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XLVII. §574.640 Flood insurance protection.

No property to be assisted under this part may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR parts 59 through 79); or

(2) Less than a year has passed since FEMA notification regarding such hazards; and

(b) The grantee will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*).

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XLVIII. §574.645 Coastal barriers.

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.

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XLIX. §574.650 Audit.

Grantees and project sponsors are subject to the audit requirements set forth in 2 CFR part 200, subpart F.

[80 FR 75938, Dec. 7, 2015]

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L. §574.655 Wage rates.

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

FR 17201, Apr. 11, 1994]



U.S. Department of Housing and Urban
 Development
 San Francisco Regional Office - Region IX
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LEVEL OF ENVIRONMENTAL REVIEW (2013)

(Use this form to document an environmental level of review decision for activities that are exempt or categorically excluded from NEPA, i.e. not subject to an Environmental Assessment.)

1) Project Description

Grant Number: CA-H13-0013

Project Name: HOPWA Permanent Supportive Housing Renewal Grant

Address or Location: Various Locations

Activities (include maximum contemplated number, scope, magnitude and duration): Resource identification; grantee's administrative costs; and partial rental subsidy program for people with HIV/AIDS

Amount: \$1,461,622

2) Choose one of the two Level of Environmental Review determinations:

Exempt per 24 CFR 58.34 or categorically excluded per 24 CFR 58.35(b) or 24 CFR 50.19.

Cite specific provision (e.g., "24 CFR 58.35(b)(5), Activities to assist homebuyers to purchase existing dwellings"):

- 24 CFR 58.34(a)(1): Environmental and other studies, resource identification and the development of plans and strategies;
- 24 CFR 58.34(a)(3): Administrative and management activities;
- 24 CFR 58.35(b)(1): Tenant-based rental assistance;
- 24 CFR 58.35(b)(2). Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.

Complete section 3, below. OR

Categorically excluded per 24 CFR 58.35(a) or 24 CFR 50.20, and subject to laws and regulations at 24 CFR 58.5 or 50.4. Cite specific provision (e.g., "24 CFR 58.35(a)(3)(ii), Rehabilitation of multifamily buildings"):

Complete section 3, below, and complete the Statutory Worksheet for Part 58 reviews or HUD 4128 Part A for Part 50 reviews.

3) Flood Insurance, Airport Clear Zone, and Coastal Barrier Resource Compliance

(24 CFR 58.6 or 24 CFR 50.4(b)(1), 50.4(c)(1), and 50.4(k))

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of insurable structures, buildings or mobile homes?

No; flood insurance is not required. The review of this factor is completed.

Yes; continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

_____(Factor review completed).

Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

_____(Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

No (Federal assistance may not be used in the Special Flood Hazards Area).

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property?

No. This factor review is completed.

Yes, continue.

2. Is the proposed location within 3,000 ft. of a civil airport runway or within 15,000 ft. of a military airfield?

No. Attach map. This element is completed.

Yes, continue.

3. Is the proposed location within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?

No; attach signed statement from airport or airfield operator to that effect, or attach FAA or DOD map. Project complies with 24 CFR 51.303(a)(3).

Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in HUD Region IX (CA, AZ, NV, HI, Guam)?

Yes. This element is completed; there are no designated coastal barrier resources in HUD Region IX.

No, continue.

2. Is the project located in a coastal barrier resource area? (See <http://www.fema.gov/business/nfip/cbrs/cbrs.shtml>).

No; cite Source Documentation:

(This element is completed).

Yes - **Federal assistance may not be used in such an area.**

Eugene Flannery, Environmental Compliance Manager, MOHCD, August 1, 2013

Eugene T. Flannery

Preparer Name, Signature and Date

Brian Chu, Director of Community Development, MOHCD, August 1, 2013

HUD Official or Responsible Entity Official or HUD Approving Official – Name, Title, Signature and Date

City and County of San Francisco, Mayor's Office of Housing and Community Development, California

HUD Field Office or Responsible Entity (City, County, State) or HUD Field Office



U.S. Department of Housing and Urban
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**Environmental Review
 for Activity/Project that is Exempt or
 Categorically Excluded Not Subject to Section 58.5
 Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: SF-HOPWA-CC-Rental-Subsidies

HEROS Number: 900000010018214

State / Local Identifier:

Project Location: 990 Eddy Street, San Francisco, CA 94109

Additional Location Information:

N/A

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Rentall subsidy program for people with HIV/AIDS (\$1,391,000) and Sub-recipient's administrative costs (\$39,000)

Level of Environmental Review Determination:

Activity / Project is Categorically Excluded Not Subject to per 24 CFR 58.35(b):

58.35(b)(1)

58.35(b)(1)

Funding Information

Grant Number	HUD Program	Program Name	Funding Amount
CA-H0160008	CPD	Housing Opportunities for Persons With AIDS (HOPWA)	\$1,430,000.00

Estimated Total HUD Funded Amount: \$1,430,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$1,430,000.00

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the

above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Preparer Signature: Eugene Flannery Date: 9-7-16

Name / Title/ Organization: Eugene Flannery / Env. Compliance Manager / SAN FRANCISCO

Responsible Entity Agency Official Signature: [Signature] Date: 9/12/16

Name/ Title: Brian Chen / Director of Community Development

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Mayor's Office of Housing and Community Development
City and County of San Francisco



Edwin M. Lee
Mayor

Olson Lee
Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Benjamin McCloskey, Deputy Director Mayor's Office of Housing and Community Development

DATE: September 9, 2016

SUBJECT: Accept and Expend Resolution for Housing Opportunities for Persons with AIDS (HOPWA) Performance Renewal Grant

GRANT TITLE: Housing Opportunities for Persons with AIDS (HOPWA) Performance Renewal Grant

Attached please find the original and 2 copies of each of the following:

- Proposed resolution; original signed by Department, Mayor, Controller
- Grant information form
- Grant budget
- Ethics Form 126
- Grant award letter from funding agency
- Proposed Expenditure Schedule
- Grant agreement which includes approved Renewal Application and Competition Report Budget
- Other (Explain): Environmental Review Record

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey
Phone: 701-5575
Interoffice Mail Address: Benjamin.McCloskey@sfgov.org
Certified copy required Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE

MW
TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Edwin M. Lee
RE: Accept and Expend Grant - Housing Opportunities for Persons with AIDS
Permanent Supportive Housing Renewal- \$1,430,000 - FY2016-2019
DATE: November 8, 2016

Attached for introduction to the Board of Supervisors is a resolution approving the FY2016 Housing Opportunities for Persons with AIDS (HOPWA) Permanent Supportive Housing Renewal Grant; and authorizing the Mayor, on behalf of the City and County of San Francisco, to accept and expend the City's FY2016 HOPWA Permanent Supportive Housing Renewal Grant from the U.S. Department of Housing and Urban Development in the amount of \$1,430,000 for the period of December 1, 2016 through November 30, 2019.

I respectfully request that this item be calendared in Budget & Finance Committee on November 16, 2016.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 NOV - 8 PM 3:53
BY *PL*

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Catholic Charities CYO	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Board of Directors: Carlos Alvarez, Jeffrey Bialik, Joseph Boerio, Theodore Borromeo, Gregory Bullian, Kathleen Cardinal, Timothy Connors, Salvatore Cordileone, Herbert Foedisch, Jr, Charles Gagan, Jerilyn Gelt, David Hultman, Steven Kane, Hugo Kostelni, Simon Manning, Maura Markus, Sharon McCarthy-Allen, Kathleen McEligot, Robert McGrath, Maureen McInerney, Ann Miller, Stephen Molinelli, Katherine Munter, Siohhan O'Malley, Michael Pautler, D. Paul Regan, Mike Selfridge, George Sundby, Pierre Theodore, Kenneth Weare, Lori Whitney, Kenneth Westray, Peter Wilch (2) Chief Executive Officer: Jeffrey V. Bialik; Chief Financial Officer: Keith Spindle	
Contractor address: 180 Howard Street, San Francisco, CA 94105	
Date that contract was approved: Contract will begin December 1, 2016	Amount of contract: Contract total \$1,391,000
Describe the nature of the contract that was approved: HOPWA grant to nonprofit organization to serve people with HIV/AIDS	
Comments: Attached form includes requested information	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

