

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

MERCY HOUSING CALIFORNIA 50
a California Limited Partnership

for

VERA HAILE SENIOR HOUSING

129 GOLDEN GATE AVE.

THIS GRANT AGREEMENT (this "**Agreement**") is made this _____, by and between Mery Housing California 50, a California limited partnership ("**Grantee**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") acting by and through the Mayor's Office of Housing and Community Development ("**MOHCD**").

WITNESSETH:

WHEREAS, Grantee submitted the Application Documents (as hereinafter defined) to MOHCD for a grant through MOHCD's Local Operating Subsidy Program ("**Program**"); and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein; and

WHEREAS, the City's Board of Supervisors authorized execution of this Agreement on _____, _____ pursuant to Resolution No. _____.

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

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"MOHCD" shall mean the Mayor's Office of Housing and Community Development of the City and County of San Francisco.

"MOHCD Loan Agreement" means that certain loan agreement, dated as of August 14, 2012, between MOHCD and Grantee with respect to a \$ 10,938,431 loan.

"Operating Costs" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement Reserve Account (as defined in the MOHCD Loan Agreement), Operating Reserve Account, and any other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Senior Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOHCD. "Operating Costs" shall not include any loan payments to be made under the City Loan Documents, the Senior Loan Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant's lease or otherwise approved hereunder.

"Operating Reserve Account" means the interest-bearing operating reserve depository account Grantee is required to maintain pursuant to Section 12.2 of the MOHCD Loan Agreement.

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

"Opinion" means an opinion of Grantee's California legal counsel, satisfactory to MOHCD and its legal counsel, that Grantee is a duly formed, validly existing limited partnership in good standing under the laws of the State of California, has the power and authority to enter into the Agreement and will be bound by their terms when executed and delivered, that each of Grantee's general partners is a duly

formed, validly existing nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder or is a duly formed, validly existing limited liability company whose sole member is nonprofit corporation in good standing under the laws of the State of California, which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder and each has the power and authority to act as Grantee's general partner, and that addresses any other matters MOHCD reasonably requests.

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

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

"Project" means the ninety (90) unit housing project commonly known as Vera Haile Senior Housing, which is located on the Real Property.

"Project Income" means all income and receipts in any form received by Grantee from the operation, use or ownership of the Project, calculated on an accrual basis, including rents, fees, deposits (other than tenant security deposits), reimbursements and other charges paid to Grantee by MOHCD in connection with the Project (other than Grant Funds), and any funds held in the Subsidy Reserve Account.

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

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

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

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

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

"Senior Loan Documents" means the loan of HUD Section 202 funds from Mercy Housing West to the Grantee in the amount of \$12,936,600.

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

"Shortfall" means the amount, if any, by which the Assisted Units Operating Costs (as defined in Section 5.6) for any Calendar Year during the Term exceed the Project Income obtained from the Assisted Units for such Calendar Year.

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

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

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

"**Tenant Services Contractor**" shall mean Mercy Housing Management Group, a California non-profit public benefit corporation.

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

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

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

"**Underlying Restricted Rent**" is the maximum rent allowed under the MOHCD Loan Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

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

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

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

Grantee agrees that it shall not make any distributions or payments of Residual Receipts, as defined in the MOHCD Loan Agreement, until City has approved the distribution or payment of such Residual Receipts pursuant to Section 13.2 of the MOHCD Loan Agreement.

ARTICLE 3 TERM

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

ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

4.1 Lease of Assisted Units.

(a) Commencing on the Initial Leasing Date, Grantee shall lease all of the Assisted Units to the LOSP Clients it selects from Referral Reports supplied by the City.

If an Assisted Unit lease terminates at any time, Grantee shall deliver written notice of such termination to City within five (5) business days of such termination (the "**Termination Notice Date**"). City shall accordingly deliver at least five (5) Referral Reports to Grantee within ten (10) business days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to an LOSP Client it selects from such Referral Reports within the sixty (60) day period immediately following its receipt of such Referral Reports (each such additional lease up date shall be referred to as

an "**Additional Leasing Date**"). The period of time between a Termination Notice Date and the corresponding Additional Leasing Date shall be referred to as a "**Vacancy Period**". After the Initial Leasing Date, an Assisted Unit may remain vacant during any Vacancy Period applicable to such Assisted Unit. If City fails to timely deliver the required Referral Reports at any time, until City delivers such Referral Reports, Grantee can submit a request to City to use a qualified candidate identified by Grantee that satisfies the requirements of **Exhibit B**, and such request shall not be unreasonably denied.

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

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

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

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

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

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

(h) The requirements of the attached Exhibit L shall apply to the Assisted Units. The Exhibit L requirements shall also apply to all other Project units that are required by any agreement to be used as affordable housing; provided however that the Exhibit L requirements with respect to the Ellis Act Housing Preference shall not apply during the term of the HUD Documents (as defined in the MOHCD Loan Agreement).

4.2 Rent Restrictions.

(a) Rent charged to any Tenant shall be the lower of thirty percent (30%) of a Tenant's gross monthly income, or the maximum rent allowed under the MOHCD Loan Agreement.

(b) With the written approval of DPH, the Rent charged to a Tenant may be increased as a result of a determination by DPH that such Tenant is no longer eligible under the Program, so long as the Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing, Tenants deemed no longer eligible by DPH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement and receipt of the LOSP subsidy.

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

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

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

4.4 [Intentionally Omitted]

4.5 Annual Operating Budget. The Annual Operating Budget attached hereto as **Exhibit E** sets forth Grantee's anticipated Operating Costs, Project Income and Shortfall for the Term of the Agreement. Grantee shall pay Operating Costs in conformity with the approved Annual Operating Budget. MOHCD's prior written consent shall not be required before Grantee can spend funds on Operating Costs that differ in amount from the amounts in the Annual Operating Budget.

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

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

4.7 [Intentionally Omitted]

4.8 Maintenance and Management of Project.

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

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

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

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

4.9 Services Agreement; Provision of Services.

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

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

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

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed four hundred thirty four thousand nine hundred ninety eight and no/100 Dollars (\$434,998.00) (the "**Grant Amount**"). Subject to Grantee's performance of its obligations under this Agreement and MOHCD's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

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

5.2 Subsidy Payment Amounts and Adjustments.

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

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

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

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

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

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

(c) Grantee shall be in compliance with all of its obligations under City Loan Documents and the Senior Loan Documents.

(d) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement.

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

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

(a) Grantee shall be in compliance with all of its obligations under the City Loan Documents and the Senior Loan Documents.

(b) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement.

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

5.6 Allocation of Grant Funds and Calculation of Assisted Unit Operating Costs. For the purposes of determining the Subsidy Payment and the Shortfall, City and Grantee have agreed that the parties shall allocate 3.33% of the total Operating Costs to the Assisted Units (“Assisted Units Operating Costs”) and 96.97% of the total Operating Costs to the non-Assisted Units. Exhibit E shows this allocation of Operating Costs between the Assisted and non-Assisted Units based on projected Operating Costs for the first year of the Project’s operation.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports; Operating Statements.

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

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

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

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

6.4 Financial Statements. As noted in Section 6.1, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Calendar Year, an audited balance sheet and the

related statement of income and cash flows for such Calendar Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, including any management letters supplied by the auditors.

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

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

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

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

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

**ARTICLE 7
TAXES**

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

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

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

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

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

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

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

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

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

8.3 No Misstatements. No document furnished or to be furnished by Grantee to MOHCD in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOHCD if it becomes aware of any such fact during the term of this Agreement.

8.5 [Intentionally Omitted]

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss

caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

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

ARTICLE 10 INSURANCE

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

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

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

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

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

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

(a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to liability arising out of the use, by Mercy employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

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

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

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

(b) Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations.

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

(c) Default under City Loan Documents, Senior Loan Documents or Services Agreement.

Grantee defaults under any City Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement), or Tenant Services Contractor defaults under the Services Agreement (after expiration of any grace period expressly stated therein); provided however that a default by Tenant Services Contractor under the Services Agreement shall only be a default under this Agreement so long as Mercy Housing Management Group (or an affiliate thereof) is the Tenant Services Contractor.

(d) Voluntary Insolvency. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

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

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

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

(h) Dissolution. Grantee or Grantee's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more

than ten (10) days, or all or substantially all of Grantee's assets are sold or otherwise transferred except as permitted.

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

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

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

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

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

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

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

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the MOHCD Loan Agreement or any other agreement

between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

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

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

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

in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

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

If to Grantee: Mercy Housing California 50, a California Limited Partnership
c/o Mercy Housing West, Its General Partner
1360 Mission Street, 3rd Floor
San Francisco, CA 94103
Attn: Asset Management

With a copy to
Grantee's limited partner: NEF Assignment Corporation
120 South Riverside Plaza, 15th Floor
Chicago, IL 60606
Attn: General Counsel

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

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

ARTICLE 16 COMPLIANCE

16.1 Left blank by agreement of the Parties.

16.2 Nondiscrimination; Penalties.

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

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

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

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

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

16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this Section.

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

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

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

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

16.8 Requiring Minimum Compensation for Employees.

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

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

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

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

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

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

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

completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

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

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

16.10 First Source Hiring Program.

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

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

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into

consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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

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

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

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

(6) Set the term of the requirements.

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

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

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

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

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

e. Liquidated Damages. Contractor agrees:

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

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

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

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

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

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

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to

employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

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

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

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

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

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

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term

“saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

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

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

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

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

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

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

- (1) The disclosure is authorized by this Agreement;
- (2) The Grantee received advance written approval from the Contracting Department to disclose the information; or
- (3) The disclosure is expressly required by a judicial order.

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

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

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

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

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

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

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

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering

into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Slavery Era Disclosure.

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

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

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

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

**ARTICLE 17
MISCELLANEOUS**

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

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

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of MOHCD who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

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

for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

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

- Exhibit A, Projected Project Subsidy Payments
- Exhibit B, LOSP Client Selection Criteria
- Exhibit C, Real Property Legal Description
- Exhibit D, Form of Referral Report
- Exhibit E, Annual Operating Budget for Initial Operating Period and 15-Year Cash Flow
- Exhibit F, Lobbying/Debarment Certification Form
- Exhibit G, Annual Monitoring Report
- Exhibit H, Tenant Selection Plan Policy
- Exhibit I, Tenant Screening Criteria Policy
- Exhibit J, Intentionally Omitted
- Exhibit K, Intentionally Omitted
- Exhibit L, Operational Rules for Residential Certificate of Preference (COP) Holder and Ellis Act Housing Preference (EAHP) Priority

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

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

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

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

Draft 05 01 14

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties
Section 6.8	Ownership of Results.
Article 7	Taxes
Article 9	Indemnification and General Liability
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Edwin M. Lee
Mayor

By: _____
Olson Lee
Director, Mayor’s Office of Housing and
Community Development

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

GRANTEE:

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

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

Mercy Housing California 50, a California
Limited Partnership

By: Mercy Housing West, a California nonprofit
public benefit corporation,

Its general partner

By: _____

Its: _____

Federal Tax ID #: 27-3381977

City Vendor Number: 84197

Exhibit A1/A2 – Project Annual Subsidy Payments

Exhibit B - LOSP Client Selection Criteria

Exhibit C – Legal Description of the Land

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Air Rights Parcel at 129 Golden Gate Ave.

PARCEL ONE:

Parcel B, as shown on that certain map entitled, "Parcel Map 6399, 121 Golden Gate, a Three Lot Airspace Subdivision Project" (the "Map"), which map was filed for record in the Office of the Recorder of the City and County of San Francisco, State of California on August 9, 2012 in Book 48 of Parcel Maps at pages 104 to 106, inclusive.

PARCEL TWO:

TOGETHER WITH non-exclusive easements for ingress and egress, as said easements are shown on the Map, and as provided in that certain 121 Golden Gate Avenue Mixed-Use Development Declaration Establishing Reciprocal Easements and Covenants Running with the Land recorded August 13, 2012, in Official Records under Recorder's Serial Number 2012-J465110 and upon the terms and conditions therein.

Assessor's Lot 22 (formerly a portion of Lot 1); Block 349

Exhibit D – Form of Referral Report

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

Name of Housing Program _____

Date of Referral from DAH _____

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

DAH Staff Providing Referrals: _____

Telephone: _____

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

Exhibit F -- Lobbying/Debarment Certification Form

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

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

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

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

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

Mercy Housing California 50, a California Limited Partnership

BY: Mercy Housing West, its general partner

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT G – ANNUAL MONITORING REPORT

EXHIBIT H Tenant Selection Plan Policy

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

Application Process

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

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

- **Limited English Proficiency Policy.** Throughout the application process, the housing provider must comply with the language access requirements for applicants with limited English proficiency.

Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

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

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

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

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

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

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

Notice of Denial and Appeal Process

- The housing provider shall:
 - promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:

- list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
 - explain how the applicant can request an in person appeal to contest the decision;
 - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
 - inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
 - provide referral information for local legal services and housing rights organizations;
 - describe the evidence that the applicant can present at the appeal;
 - give applicants denied admission a date within which to file the appeal, which shall be at least ten (10) business days from the date of the notice;
 - unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
 - confine the subject of the appeal to the reason for denial listed in the notice;
 - give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
 - have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
 - within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision must be sent (electronically or otherwise) to the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Credit Reporting Act and the Investigative Consumer Reporting Agencies Act impose additional notice requirements.²

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

EXHIBIT I
Tenant Screening Criteria Policy

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

The screening criteria and considerations outlined below encourage providers to “screen in” rather than “screen out” applicants who have a criminal record. They describe a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

Screening Criteria

- Housing providers shall not automatically bar applicants who have a criminal record³ in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
 - arrests that did not result in convictions, except for an open arrest warrant;
 - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;⁴
 - juvenile adjudications.
- Housing providers shall consider:
 - the individual circumstances of each applicant; and
 - the relationship between the offense, and
 - (1) the safety and security of other tenants, staff and/or the property; and
 - (2) mitigating circumstances such as those listed below.
 - only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, DPH or HSA will assess the justification for a longer look-back period and determine whether an exception is warranted. In these exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.
 - mitigating factors, including, but not limited to:

³ The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

⁴ The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release “from all penalties and disabilities resulting from the offense.”

- (1) the seriousness of the offense;
- (2) the age and/or circumstances of the applicant at the time of the offense;
- (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
- (4) if the offense is related to acts of domestic violence committed against the applicant;
- (5) if the offense was related to a person's disability.

EXHIBIT J

Intentionally Omitted

EXHIBIT K

Intentionally Omitted

EXHIBIT L
OPERATIONAL RULES FOR
RESIDENTIAL CERTIFICATE OF PREFERENCE (COP) HOLDER AND ELLIS ACT
HOUSING PREFERENCE (EAHP) PRIORITY

The Borrower hereby agrees that first preference in occupying units designated for Low Income Households (Low Income Units) will be given to persons displaced from their homes by redevelopment activities who have been issued a Residential Certificate of Preference (COP) and who meet all qualifications for the unit.

The Borrower further agrees that second preference in occupying units designated for Low Income Households will be given to persons displaced from their homes by an Ellis Act Eviction who have been issued an Ellis Act Housing Preference Program (EAHP) Certificate and who meet all qualifications for the unit.

For new residential developments going through the initial lease-up process, the EAHP priority shall apply to twenty percent (20%) of the Low Income Units. Thus, if the number of units available exceeds the number of qualified applicants who hold a COP or other preference as dictated by specific loan documents or marketing plan, the next priority will go to EAHP certificate holders for up to 20% of the total Low Income Units. The EAHP priority does not apply at initial lease-up or sale to buildings having four (4) or fewer Low Income Housing Units. However, the EAHP priority does apply to these same units upon re-rental.

Low Income Units with other occupancy priorities required by law, contract, or program rules may apply the COP and EAHP after other preferences, with COP holders being granted priority above EAHP certificate holders. Preferences required by a former Redevelopment Project Area Plan are not pre-empted by the COP Program or the Ellis Act Housing Preference Program. Preferences required by the LOSP, Direct Access to Housing Program, Housing First Program, or other government program are not pre-empted by the Ellis Act Housing Preference Program.

Marketing Plan

The Borrower agrees to supply Mayor's Office of Housing and Community Development (The City) with a complete and updated marketing plan at least six months prior to construction completion. This information shall not be changed without providing The City with fourteen (14) calendar days' written notice.

Outreach to Certificate Holders

The City shall furnish the following:

- Written and/or printed notices to COP and EAHP certificate holders advising them that units will soon be available. COP mailings are at the cost of the Borrower.
- Assistance to qualified tenants in filing COP and EAHP applications or referral to an appropriate housing counseling organization

The Borrower agrees to:

- During the application period, conduct at least one general informational meeting for all persons interested in applying for occupancy in the development, at which the Borrower shall review application procedures.
- Specifically for COP and EAHP certificate holders, make support services staff available to provide assistance throughout the application process, as it may be needed, with the goal of maximizing COP/EAHP participation to the extent possible. The Borrower shall ensure that COP/EAHP holders are aware that such assistance is available.

Application

A. The Borrower agrees to ask the following questions on all applications for occupancy:

1. “Have you been displaced from your home or residence by the San Francisco Redevelopment Agency?”
2. “Do you have an Ellis Act Housing Preference Certificate?”

The address from which displacement occurred shall be requested, but not required, if the applicant answers affirmatively to either question.

Pre-Lottery Application Status Reports

The Borrower agrees to supply The City with the names, addresses, and certificate numbers (when available) of applicants who indicate they are eligible for COP or EAHP priority status. A status report with this information will be provided, at a minimum, every seven (7) calendar days from the initial date applications are accepted. The City will, in turn, verify within fourteen (14) calendar days which such applicants are qualified as COP or EAHP certificate holders.

If material supplied in any application by a COP or EAHP holder indicates ineligibility on its face because of the Borrower’s rules and regulations, such applicant will be notified in writing within seven (7) calendar days, with a copy to The City. The status report to The City shall reflect that the application has been closed and shall indicate the reason for rejection.

After the application period has closed, and prior to lottery proceedings, a non-prioritized list of all interested applicants will be provided to The City. The list shall include applicant names, addresses, and whether the applicant holds a COP or an EAHP certificate.

Lottery

Borrowers shall ensure that all COP holders receive first priority for occupancy and EAHP certificate holders receive second priority for occupancy in 20% of units, except in cases where approved and documented occupancy priorities preempt the COP and EAHP preferences. EAHP certificate holders who are not offered a unit in the 20% set aside shall have equal chance at any remaining units as other qualified applicants.

The Borrower shall hold a public lottery to select renters. Applicants who submit a complete application by the application deadline receive a numbered lottery ticket whose twin ticket is entered into the lottery. Upon pre-approval from The City, lotteries may also be conducted using

names of applicants. Lotteries are held in a public, accessible location. Applicants are invited to attend lotteries, but attendance is not mandatory.

To conduct the lottery, The City and/or the Borrower shall pull application tickets from a vessel and order and record the lottery results in rank order by application ticket number. When using names, Borrower shall pre-enter all applicant names onto individual name cards. All EAHP certificate holders should have two name cards. Names shall be pulled from a vessel in rank order. There should be separate lotteries held for each preference. First, COP holders will be drawn and ranked, followed by EAHP applicants, followed by applicants from the general population. The EAHP certificate holder's second card will be included in the general lottery. Electronic lotteries are not allowed.

The Borrower should use a large computer or projector screen or hand printed flip chart sheets to display all numbers/names drawn and the sequenced lottery number assigned for each preference lottery and the general lottery. This can be done by listing all applicants in separate columns under each preference category.

The Borrower should record each name card/number ticket assigned a lottery number onto a computer master list as well as a hand printed paper list for double checking. Results will remain projected on a screen or posted flip chart paper throughout the lottery drawing process for the public to view and record results.

The Borrower shall record the order of lottery numbers/names drawn and produce a final lottery list for each preference and for the general lottery. Once the lottery preferences have been confirmed and applied, applicants shall be notified of their position in the lottery.

Post-Lottery Status Report

Within seven (7) business days of any lottery the Borrower shall supply The City with the lottery results including the rank order of each applicant and a record of COP and EAHP certificate holders.

Thereafter, at least every seven (7) calendar days following any lottery or upon initiating lease-up, the Borrower shall supply The City with a "status report" listing names, addresses, and certificate numbers (when available) of COP and EAHP certificate holders indicating the status of each application as of that date until all Low Income Units are leased. If ineligibility is determined, the applicant will be notified in writing within one week after such determination is made, with a copy to The City. These applicants will also appear on the status report.

Response Deadline

Applicants who have been accepted and notified in writing by the Borrower shall have at least ten (10) calendar days thereafter to enter into a lease agreement. If the applicant fails to affirmatively respond, the application may be closed, making that unit available to the next eligible tenant. Written notice shall be provided to applicants whose applications are closed after 10 days due to a lack of response. Rejection of the unit by a COP or EAHP certificate holder and closed applications must be shown on the status report to The City.

Final Documentation

Within fourteen (14) calendar days after execution of a lease, the Borrower shall supply The City with a copy of the following for all COP and EAHP tenants:

- signed copy of lease
- copy of complete application
- a demographic report on all COP and EAHP applicants

Re-rental of Low Income Units

Upon re-rental of any Low Income Unit or when re-opening the project waitlist to new applicants, the Borrower shall notify The City in advance of any vacancy or waitlist opportunity. In no event shall The City be notified fewer than thirty (30) days before the date of re-occupancy for a vacant unit. In no event shall The City be notified fewer than thirty (30) days before a closed waitlist is re-opened for new applications. Violation of the thirty (30) day notification requirement may delay re-occupancy.

Appeals, response deadline, application forms, and final documentation requirements listed above shall apply to all re-rentals.

Waitlists

Borrowers filling unit vacancies off a waitlist must accept applications from approved COP and EAHP certificate holders at any time, regardless of whether the waitlist is closed to other applicants. If a COP or EAHP certificate holder is found eligible for a Low Income Unit in the building, they shall be placed at the top of the waitlist.

No more than seven (7) calendar days following the date that any new applications are accepted for a waitlist, the Borrower shall supply The City with a status report listing names, addresses and certificate numbers (when available) of COP and EAHP certificate holders indicating the status of each application as of that date and the reason for any rejections.

The City will, in turn, verify within seven (7) calendar days which such applicants are qualified as COP or EAHP certificate holders.

On an annual basis and each time a new waitlist is established, The City shall be provided with a complete list of all applicant names, rank on the waitlist, and whether they hold a COP or EAHP certificate upon finalization of the waitlist.

Lotteries

Borrowers that fill unit vacancies using a lottery process must adhere to the procedures pertaining to lotteries and status reports for new and vacant buildings.

Other Re-rental Processes

Borrowers that fill unit vacancies using some other process than an established waitlist or a lottery, such as those who use a first-come first-served method, must consult The City prior to beginning the lease up process. This will ensure a fair, transparent process that adheres to the required COP and EAHP priorities.

Exhibit A1/A2 – Project Annual Subsidy Payments

129 Golden Gate Ave.
9/1/2014

Exhibit A-2: LOSP Funding By Calendar Year

	n/a	9/1-12/31	TOT	Total Months
2014	\$0	\$6,971	\$6,971	4
	1/1-6/30	7/1-12/31	TOT	Total Months
2015	\$10,899	\$10,899	\$21,798	12
2016	\$11,358	\$11,358	\$22,716	12
2017	\$11,834	\$11,834	\$23,668	12
2018	\$12,328	\$12,328	\$24,656	12
2019	\$12,840	\$12,840	\$25,681	12
2020	\$13,372	\$13,372	\$26,743	12
2021	\$13,923	\$13,923	\$27,846	12
2022	\$14,494	\$14,494	\$28,989	12
2023	\$15,087	\$15,087	\$30,174	12
2024	\$15,702	\$15,702	\$31,404	12
2025	\$16,339	\$16,339	\$32,678	12
2026	\$17,000	\$17,000	\$34,000	12
2027	\$17,685	\$17,685	\$35,371	12
2028	\$18,396	\$18,396	\$36,792	12
	1/1-6/30	7/1-8/31		
2028	\$19,132	\$6,377	\$25,510	8
			\$434,998	180

Exhibit A-1: LOSP Disbursement Schedule By Fiscal Year

		n/a	TOT	Total Months
n/a		\$0	\$0	0
sent to sponsor btwn 7/1 & 9/1	9/1-12/31	1/1-6/30	TOT	Total Months
2014-15	\$6,971	\$10,899	\$17,870	10
	7/1-12/31	1/1-6/30		
2015-16	\$10,899	\$11,358	\$22,257	12
2016-17	\$11,358	\$11,834	\$23,192	12
2017-18	\$11,834	\$12,328	\$24,162	12
2018-19	\$12,328	\$12,840	\$25,168	12
2019-20	\$12,840	\$13,372	\$26,212	12
2020-21	\$13,372	\$13,923	\$27,295	12
2021-22	\$13,923	\$14,494	\$28,417	12
2022-23	\$14,494	\$15,087	\$29,582	12
2023-24	\$15,087	\$15,702	\$30,789	12
2024-25	\$15,702	\$16,339	\$32,041	12
2025-26	\$16,339	\$17,000	\$33,339	12
2026-27	\$17,000	\$17,685	\$34,685	12
2027-28	\$17,685	\$18,396	\$36,081	12
	7/1-12/31	1/1-6/30		
2028-29	\$18,396	\$19,132	\$37,528	12
	7/1-8/31			
2029-30	\$6,377		\$6,377	2
			\$434,998	180

Exhibit B - LOSP Client Selection Criteria



Vera Haile Senior Housing
RESIDENT SELECTION CRITERIA
SENIOR HOUSING – HUD 202 PRAC
AND San Francisco LOSP

INTRODUCTION – Vera Haile Senior Housing is a 90-unit high-rise property on the corner of Golden Gate and Jones Streets in the Tenderloin district. It is located near BART and MUNI and accessible through public transportation not only to all of SF but also to the greater Bay Area and beyond. Property Management and Resident Support Services will be provided by Mercy Housing Management Group (hereafter “Mercy”).

Eighty-seven units are governed by the HUD Section 202 PRAC Supportive Housing for the Elderly Program of which 71 units will serve “general population” seniors, and 15 units will be designated for “formerly homeless” seniors through Direct Access to Housing (DAH). (The manager’s unit is included in the HUD Section 202 units.) The property’s remaining 3 units are also under the DAH program, and will be supported by City and County of San Francisco Local Operating Subsidy Program (“LOSP”) but are not governed by the HUD Section 202 program. Both programs are for those who are 62 years of age or older, and will allow residents to pay just 30% of their adjusted income for rent and utilities.

Pursuant to action taken by Mercy Housing in conjunction with the rules and regulations set forth in U.S. Department of Housing and Urban Development and general health standards, Vera Haile shall be a smoke free facility. No one will be able to smoke within the complex. There will not be any smoking within the individual units occupied by the Residents, the individual unit’s patios/balconies, or any of the common areas on the premises.

I. ELDERLY HOUSING – Definition

A. All Units are designated specifically for the elderly:

HUD 202 PRAC Units:

1. Elderly Person [24 CFR 5.403] – An elderly person is a household composed of one or more persons at least one of whom is 62 years of age or more at the time of initial occupancy. The Head of Household, co-head or spouse whom must be 62 years of age or older.
2. After initial occupancy, an adult child can move into the unit only if performing the function of a live-in aide.

LOSP Units (non-202 PRAC):

1. An elderly person is a household composed of one or more persons at least one of whom is 62 years of age or more at the time of initial occupancy. The Head of Household, co-head or spouse whom must be 62 years of age or older.
2. After initial occupancy, an adult child can move into the unit only if performing the function of a live-in aide.

II. PREFERENCES – Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations. The following preferences apply to Vera Haile Senior Housing:

A. **Program Approved Preferences - Existing Tenants (For Federally-Assisted Housing Programs)** – The following actions are always given priority for current households, if applicable.

1. A unit transfer because of household size.
2. A unit transfer based on the need for an accessible unit.
3. A unit transfer of a non-disabled individual living in a wheelchair accessible unit to accommodate an applicant on the Waiting List in need of a wheelchair accessible unit. (A lease addendum will be entered into with non-disabled tenant living in a wheelchair accessible unit.)
4. A unit transfer based on the need of an emergency temporary relocation. (If a unit becomes uninhabitable due to a catastrophe, the resident family will be given any open unit for temporary living quarters until their own unit is repaired.)
Transfers between the PRAC units will be utilizing the building's unit transfer policy.
5. The 3 Local Operating Subsidy Program (LOSP)/non-HUD PRAC units (i.e. LOSP/non-HUD PRAC units) have been designated.
Transfers between the 3 LOSP units and the 86 PRAC units will be utilizing the building's unit transfer policy and the LOSP transfer policy.

B. **Owner HUD Approved Preferences - Applicants** – In addition to the Existing Tenant Preferences listed above, Vera Haile Senior Housing has the following applicant preferences. The preferences listed below are subordinate to the Existing Tenant Preferences,

1. San Francisco Mayor's Office of Housing and Community Development (formerly San Francisco Redevelopment Agency Certificate of Preference (COP) holders. Certificate of Preference holders are primarily households displaced by Agency action in Redevelopment Project Areas during 1960's and 1970's but may also include other persons displaced by Agency action. San Francisco Mayor's Office of Housing and Community Development has established a Certificate Hotline for more information on this preference: 415-749-2432.
2. Seniors who meet the City of San Francisco definition and criteria for homelessness (applicable for the 3 LOSP units and 15 HUD PRAC units for a total of 18 units).

C. **Marketing Preferences for Vera Haile Senior Housing are as follows:**

1. San Francisco Redevelopment Agency (SFRA) Certificate of Preference (COP) holders, as identified by the SFRA.
2. General senior population.
3. The market area will be the San Francisco Bay Area.
4. For the SFDPH units, criteria 1-3 above will be applied. Additionally, all applicant seniors will be formerly homeless households referred by the San Francisco Department of Public Health (SFDPH). Applicants for these units will be obtained from the SFHDPH Access Points and processed by Mercy, utilizing a similar process and criteria as the "general population units," i.e., the 71 units that serve the general population seniors, 62 years and older, as described.

III. APPLICATION RENT-UP PROCESS

A. Lottery – (General Population):

All applications for the 71 units (202 PRAC) for the general population that are received by the due date and by the means designated in the application instructions will be placed in a lottery, except for verified San Francisco Mayor’s Office COP holders. Preference will be given to the San Francisco Mayor’s Office COP holders, and these certificate holders will not be included in the general population lottery, but will have a separate lottery, and be part of the applicant pool and will receive priority in processing. All other applicants for the general population units will be processed in the order of their lottery number. Eligibility cannot be determined until the lottery processing is complete. Applications with lottery numbers 1-200 will be processed first. Once all apartments are filled, all remaining applications with lottery numbers up to 710 will be placed on a waiting list and be processed according to the criteria set forth below as vacancies occur. All applicants with lottery numbers greater than the number 710 will not be placed on the waiting list. All applicants will be notified in writing with in fourteen days of the random drawing.

B. Non-Lottery – (Homeless Preference) (~~Non-Random Drawing~~):

The 3 Local Operating Subsidy Program (LOSP) and 15 of the HUD PRAC units, for a total of 18 units with a HUD-approved preference targeted for seniors who meet the SF definition and criteria for homelessness will be filled by San Francisco Department of Public Health Housing and Urban Health Direct Access to Housing (SFDPH) Program, both at rent-up and ongoing as vacancies occur. The process for filling these units requires that no waiting list be kept or maintained on-site due to the socioeconomic factors of the elderly homeless population in San Francisco. Mercy will use the City of San Francisco’s Department of Public Health (SFDPH) as the sole source for referring applicants for the 18 units that will serve the (formerly) homeless seniors at Vera Haile Senior Housing.

Because housing homeless people is a priority and commitment for the City of San Francisco, SFDPH continuously outreaches to and receives referrals from a wide range of very diverse community-based organizations (CBO). SFDPH uses the referrals from these CBOs to maintain a centralized database of applications from homeless people (including seniors) which is updated frequently.

Attached to the Affirmative Fair Housing Marketing Plan (AFHMP) is the list of the agencies that SFDPH accesses to continuously feed their database. SFDPH updates their list every three months, adding new names and updating information on previous applicants to ensure that everyone is getting housed. SFDPH is uniquely able to track and locate homeless applicants, as many applicants are receiving case management from community-based groups (CBOs) funded by SFDPH or because homeless individuals and families are tracked when they have needs to use a SFDPH hospital or clinic for health services.

C. INCOME LIMITS - The income limits checked below are for this property and are posted in the Leasing Office (*management should mark all that apply*):

HUD 202 PRAC Units:	LOSP Units (Non-202 PRAC):
<input type="checkbox"/> Extremely Low Income - 30%	<input type="checkbox"/> Extremely Low Income - 30%
<input checked="" type="checkbox"/> Very Low Income - 50%	<input checked="" type="checkbox"/> Very Low Income - 50%

D. UNIT SIZE/OCCUPANCY STANDARDS - Households will be accommodated in accordance with the following occupancy standards:

1.	<u>UNIT SIZE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
	Studio	1 Person	2 Persons
	One bedroom	1 Person	3 Persons

2. HUD rules specify that assistance may be given to a person who is the sole-occupant of a unit only if that individual is at least 62 years old and of very-low or extremely income (See Eligibility of a Remaining Member of a Tenant Family).

3. A Live-In Aide is allowed to live in the apartment due to a reasonable accommodation.

IV. ELIGIBILITY

All applicants will be fully screened before being selected for residency. Mercy Housing Management Group will only consider one (1) application per household – multiple (more than one submission) applications with the same family members included in the household composition will be denied.

Each application will be reviewed for compliance with the following screening criteria:

- Completed Application
- At least one household member is the age of 62 years or older.
- Income Eligibility – Verified: Household income at or less than 50% of the current HUD AMI for the SF HMFA (HUD Metro Fair Market Rent Area that contains San Francisco)
- Willingness and ability to comply with lease and all HUD requirements
- Satisfactory reference from prior landlord (if available) or an alternate reference
- Credit/Criminal History check

The below will apply to all HUD PRAC units (71 units for the general populating, including the 15 PRAC units with a homeless senior preference):

A. RESIDENCE CRITERIA – Assisted residents must have only one residence and receive assistance only in that unit.

1. A family is eligible for assistance only if the unit will be the family’s only residence.
2. The owner must not provide assistance to applicants who will maintain a residence in addition to the HUD-assisted unit.

B. CONSENT AND VERIFICATION FORMS ELIGIBILITY REQUIREMENTS – Adult members of a household must sign consent forms, and as necessary, verification documents, so that the owner can verify sources of household income and other eligibility or screening requirements. The owner must consider a household ineligible if the adult members refuse to sign applicable consent and verification forms.

C. SOCIAL SECURITY CARDS/NUMBERS - Effective January 31, 2010, new social security number requirements apply as follow:

1. Applicants do not need to disclose or provide verification of a SSN for household

members to be placed on the waiting list. However, applicants on the Waiting List will be required to disclose and/or provide verification of the SSN for **all** non-exempt members of their household, regardless of their age, who declare themselves to be U.S. citizens, U.S. nationals or eligible non-citizens **before** they can be admitted (excluding Mod Rehabilitation SRO/Homeless Programs), HUD 4350.3 Par 3-9. [All current non-exempt residents must disclose SSNs for all household members by their next interim or annual recertification on or after 1/31/10, or termination of tenancy will occur with the appropriate notice.] Applicants who have not provided SSNs for all non-exempt household members may remain on the Waiting List (see Waiting List section). However, an otherwise eligible household may not be deemed eligible until all household members have submitted valid SSNs and acceptable documentation to verify the SSN is correct. (Start applying for needed social security numbers/cards as soon as possible.)

2. When a current resident family requests to add a new household member, the new household member must meet all other eligibility and screening requirements and must submit the complete and accurate SSN assigned to the resident and to each member of the resident's household including persons under 6 years of age, and a valid SS card issued by the SSA or other verification resources provided by HUD, at the time of the request or at the time the recertification that includes the new household member is processed. We cannot add the new household member until the documentation is provided. If a current resident or applicant requests to add a Live-In Aide to the household, the Live-In Aide is required to disclose and provide verification of their SSN. Exception: If the new household member is under 6 years of age and never was assigned a SSN, we may complete the interim certification, but the SSN and verification must be submitted within 90 days. We will extend the deadline an additional 90 days if (1) failure to comply with the SSN requirements was due to circumstances that could not have been reasonably foreseen and were outside the control of the household, and (2) there is a reasonable likelihood that you will be able to disclose a SSN by the deadline. During the period we are awaiting documentation of a SSN, the child is entitled to all benefits of being a household member e.g. receive the \$480 dependent deduction, child care expenses, etc. *[We must terminate the tenancy of a resident and their household if the resident does not meet the SSN disclosure, documentation and verification requirements in the specified timeframe, as the household is in non-compliance with its lease. This termination of tenancy includes households who have not disclosed and verified the SSN for any child under 6 years of age who didn't have a SSN when added to the household with the understanding that this SSN would be provided within 90 days after admission, or within the 90-day extension period, if applicable. Termination of tenancy does not apply to the exemptions listed below unless there are other household members who have not disclosed or provided verification of their SSNs.]*

3. Exemptions are provided for:

- a. All participants, regardless of age, who have previously disclosed a valid SSN and have not been issued a new SSN, are exempt from having to re-provide their SSN for duplicative verification.
- b. Individuals who do not contend eligible immigration status.
- c. Individuals age 62 or older by January 31, 2010, whose initial determination of eligibility must have begun before January 31, 2010: (i) The eligibility date is based on the initial effective date of the form HUD-50059 or form HUD-50058, which is applicable; (ii) Documentation that verifies the applicant's exemption status must be obtained from the owner of the property where the initial determination of eligibility was determined prior to January 31, 2010. An

- owner/agent must not accept a certification from the applicant stating they qualify for the exemption; *(iii)* The exception status for these individuals is retained if the individual moves to a new assisted unit under any HUD-assisted program or if there is a break in his/her participation in a HUD-assisted program.
- d. Reference to HUD 4350.3 Part 3.12 B-4. Noncitizens (except those age 62 and older) must sign a Verification Consent Form (see ****Sample Verification Consent Form in Exhibit 3-6****) and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Noncitizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document. U.S. citizens must sign a declaration of citizenship.

V. ENTERPRISE INCOME VERIFICATION (EIV)

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure the right benefits go to the right persons by reducing errors in determining a tenant's income, thereby reducing the number of improper payments in Multifamily Housing's rental assistance programs.

The income information in EIV comes from the Social Security Administration: 1) Social Security (SS) benefits, 2) Supplemental Security Income (SSI) benefits, 3) Dual Entitlement SS Benefits; and, the Department of Health and Human Services (HSS) National Directory of New Hires (NDNH): 1) Wages, 2) Unemployment compensation, and 3) New Hire (W-4). This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance.

Using the EIV system will determine if you: correctly reported your income; used a false social security number; failed to report or under reported the income of a spouse or other household member; receive rental assistance at another property.

We will utilize the Existing Tenant Report to determine if any applicants (at the initial move-in or when adding a new household member, including Live-In Aides) are currently residing at another HUD-assisted or Public Housing Authority (PHA) property at the time of application processing whereby an applicant could be receiving rental assistance. EIV will search HUD's and the PHA's databases, and if an applicant is living at another location, we will discuss this with the applicant so that the circumstances may be explained. We will follow up with the respective PHA or other HUD-assisted property to confirm the applicant's program participation status before admission.

All applicants must disclose if they are currently receiving HUD assistance. We will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit or who attempt to receive HUD assistance in two separate residences.

HUD provides the property with information about an applicant's current status as a HUD housing assistance recipient. The owner/agent will use the Enterprise Income Verification System (EIV) to

determine if the applicant or any member of the applicant household is currently receiving HUD assistance.

Nothing prohibits a HUD housing assistance recipient from applying to this property. However, the applicant must move out of the current property and/or forfeit any voucher before HUD assistance on this property will begin. Special consideration applies to:

- 1) Minor children where both parents share 50% custody
- 2) Recipients of HUD assistance in another unit who are moving to establish a new household when other family/household members will remain in the original unit.

If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicant's "misrepresentation" of information.

This information will be reviewed on an annual basis, at each annual certification. If any household member receives or attempts to receive assistance in another HUD assisted unit while receiving assistance on this property, the household member will be required to reimburse HUD for assistance paid in error. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud charges.

VI. ELIGIBILITY OF STUDENTS FOR OTHER ASSISTANCE PROGRAMS:

1. This paragraph applies to the Rent Supplement, RAP, Section 221(d)(3) BMIR, Section 236, Section 202 PAC, Section 202 or Section 811 PRAC programs. We must determine a student's eligibility for assistance at move-in, initial or annual recertification, and at the time of an interim recertification if one of the changes reported is that a household member is enrolled as a student at an institution of higher education.
2. The student must meet **all** of the following criteria to be eligible. The student must:
 - a. Be of legal contract age under state law;
 - b. Have established a household separate and distinct from parents or legal guardians for at least one year prior to application for occupancy **or** meet the U.S. Department of Education's definition of an Independent Student;
 - c. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
 - d. Obtain a certification of the amount of financial assistance that will be provided by parents or legal guardians or other persons not living in the unit, signed by the individual providing the support, during the next 12 months. This certification is required even if no assistance will be provided.
3. The full amount of financial assistance paid directly to the student or to the educational institution and amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs, are excluded from annual income for the programs listed in 1. above.

TAX CREDIT STUDENT ELIGIBILITY RULE – We cannot accept a household entirely occupied by full-time students unless one or more of the following criteria are met:

1. The students receive assistance under Title IV of the Social Security Act (Temporary Assistance to Needy Families or TANF, formerly AFDC);
2. The students are enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State or local laws;
3. The students are single parents with child(ren) and such parents and the child(ren) are not dependents of another individual;
4. The students are married and file a joint tax return or are eligible to file a joint tax return.
5. At least one household member was previously (not currently) under the care and

A full-time student is defined as:

- a. Anyone who is currently enrolled in any type of school and the school they attend defines the hours they attend as full time.
- b. Anyone who will attend full time any type of school any time in the next twelve (12) months.
- c. Anyone who has attended school full time for five (5) months of this calendar year. This does not have to be consecutive. Example 1: If an applicant attends school full time from January 20th through May 13th, this is considered five months. If they attend one day in any month, that counts as a full month. Example 2: If you attended full time one day in January, one day in February, one day in April, one in June and one in July, you are considered a full-time student until January 1st of the following year.

VII. ELIGIBILITY OF A REMAINING MEMBER OF A TENANT FAMILY
(For HUD 202 PRAC on the Units)

- A. If the qualifying person leaves the unit, a determination must be made as to whether the remaining household member will be eligible to receive assistance. The following basic requirements for eligibility must be met for a person to qualify as a remaining household member:
 1. The individual must be a party to the lease when the family member leaves the unit.
 2. The individual must be of legal contract age under state law.
 3. The remaining family member is defined as the surviving member or members of an elderly family or family with disabilities that was a party to the lease and living in the assisted unit with the now deceased family member at the time of his or her death.
- a. The remaining family member, based on the death of the family member, is eligible to remain in the unit but must pay rent based on income. In this case, eligibility of the remaining family member, as defined by the death of the family member, is not reviewed.
- b. If the individual who establishes eligibility for the property leaves the unit for any reason other than death, it must be determined if the remaining individual(s) still residing in the unit meet the eligibility requirements for the property, income and age or disability. If the individual is not eligible for the property, he or she may not receive rental assistance and may not remain in the unit.

(For Tax Credit Units without HUD 202 PRAC on the Units)

- B. Once all the original tenants have moved out of the unit, the remaining tenants must be certified as a new income-qualified household unless:
 1. For mixed-use projects (Tax Credit and Market Rate), the newly created household was income qualified, or the remaining tenants were independently income qualified at the time they moved into the unit.

2. For 100% Tax Credit buildings, the remaining tenants were independently income qualified at the time they moved into the unit.

VIII. WAITING LISTS

- A. The Waiting Lists will be maintained according to family size, the percentage of area median income the annual income is, and type of unit for applicant households. The Waiting List is open with the understanding that those who are listed are fully informed of its length and the policies/procedures for selecting individuals and updating the list when they apply and are added to the list.

1. If no units are available, an eligible applicant will be placed on a Waiting List.

2. If the existing Waiting List contains so many names that the average wait for a unit is a year or more, the property may decline to accept additional applications. In this case, the Waiting List is "closed". An announcement (via posting in property office, on property voicemail and advertising in local newspapers or publications) will be made when the Waiting List closes and when the Waiting List reopens.

3. The Waiting List shall be updated after the first year, and at minimum, each year thereafter.

4. *[For HUD 202 PRAC Units]* -Due to the social security number requirements, an applicant may remain on the Waiting List until valid social security numbers and acceptable documentation to verify the social security numbers have been provided for all non-exempt household members (See SSN Section for exemptions). If all non-exempt household members have not disclosed and/or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit.

- The applicant who has not provided required SSN information for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose/verify the SSs.
- During this 90-day period, the applicant may retain its place on the Waiting List.
- After 90 days, if the applicant is unable to disclose/verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the Waiting List.

5. Following initial rent-up for each size/type of unit, there will be a Waiting List for each of the following, as applicable:

- (a) Current residents who need to transfer to a different unit (See Transfer Policy below);
- (b) Outside applicants wishing to move into project.

- B. **FILLING VACANT UNITS** – Applicants are selected from the Waiting List and offered units in the order required by HUD rules and our policies.

1. When a unit becomes available, we will select the next applicant from the Waiting list based on the unit size available, preferences established for the property (This property has no preferences), and our screening policies. We will select the first name on the Waiting List for the appropriate unit size (or list of names for units reserved for disabled applicants) and make a final determination of eligibility and suitability for tenancy, using the criteria described in the Applicant Screening section.

2. After receiving the notification letter, applicants have ten (10) days to

respond to management regarding the available apartment. If there is no response, a second notice will be mailed and the applicant will have an additional five (5) days to notify management of his/her decision. If an applicant declines a second offer of an available apartment when notified in writing, his/her name will be placed on the bottom of the Waiting List. If an applicant declines an apartment a third time, his/her application may be cancelled.

IX. TRANSFER POLICY

A. Transfers from one unit to another type of unit within the property will take precedence over new move-ins, and may be required by management for the following reasons only:

1. For a reasonable accommodation to a household member's disability or for a verifiable medical necessity. For example, if a resident requires a wheelchair accessible unit or additional space for medical equipment, a larger unit to accommodate a live-in aide, or any other medical reasons (if a larger unit is available);
2. For emergency temporary relocation. (If a unit becomes uninhabitable due to a catastrophe, the resident family will be given any open unit for temporary living quarters until their own unit is repaired.
3. To alleviate overcrowding (According to the maximum Occupancy Standards for your property).
4. A non-disabled individual living in a wheelchair-accessible unit to accommodate an applicant on the waiting list in need of a wheelchair-accessible unit. (A lease addendum will be entered into with non-disabled resident living in a wheelchair-accessible unit.)

The 3 Local Operating Subsidy Program (LOSP)/non-HUD PRAC units (i.e. LOSP/non-HUD PRAC units)

have been designated. Transfers between the 3 LOSP designated units and the 86 PRAC units will be utilizing the building's unit transfer policy and the LOSP unit transfer policy.

UNLESS the household is a current resident at another LOSP unit in the SFDPH portfolio being presented by DPH for referral necessitated by: Mercy approved reasonable accommodation, DPH defines "other DPA-Approved Change" as a move/transfer from one unit/building to another based on an issue, such as a life safety or critical location move, to be determined by DPH on a case-by-case examination that includes input from the proposed new site's property management.

Transfer list(s) will be maintained by Unit Size and/or Type, i.e. 1BR Transfer List, or 1BR Wheelchair Accessible Unit, etc. Transfer list(s) resident names will be maintained in a date and time order. However, transfers which are needed as a reasonable accommodation will be made on a priority basis.

Depending upon the circumstances of the transfer, a resident may be obligated to pay all costs associated with the move. However, if a resident is transferred as a reasonable accommodation to a household member's disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

Criteria for a unit transfer from one unit to another type of unit at Vera Haile Senior Housing is as follows:

1. After at least 2 years of occupancy in a unit, a resident may request a unit transfer for any reason. These requests must be in writing to the Manager. Specific unit numbers will not be guaranteed. These requests will be placed on an internal waiting list in the order they are received. NOTE: These are for unit transfers other than for mobility or health reasons e.g. other than a resident requesting an accessible unit.
2. Every third (3rd) vacant unit that becomes available will be offered to the Unit Transfer Waiting List. The exception to this provision of the Unit Transfer Policy is if a Wheelchair Accessible Unit becomes vacant. If an accessible unit is available and there is a resident on the transfer list who requires a wheelchair accessible unit for mobility impairment, they will be given priority. If there is no one on the transfer list that requires an accessible unit, then the third vacancy requirement will be filled by applicants from the non-resident waiting list.
3. Those in need of a Wheelchair, Hearing or Vision Accessible Unit for mobility, hearing or vision impairments will be given first priority on the Unit Transfer Waiting List for that type of unit. All other request will be handled in the order received.
 - a. The resident requesting an accessible unit must first meet with the Property Manager or Resident Services Coordinator and complete a request form.
 - b. The resident must then sign a verification form authorizing her/his physician to provide information regarding their mobility impairment directly to us.
 - c. The verification form will be sent to the resident's primary care physician by the Property Manager to verify the following information:
 - 1.) The need for an accessible unit in order to provide reasonable accommodation.
 - 2.) Whether the need for the accessible unit is permanent or temporary.
 - d. Management must receive the signed physician information statement directly from the physician.
 - e. Requests for transfers for accessibility reasons will be prioritized in the order that the requests were originally submitted to the staff.
4. In Order to allow an in-house transfer, management must:
 - a. Review the resident's income and adjust the rent for the new unit as needed prior to moving in. This will be in advance of receiving the balance of their security deposit from their previous unit.
 - b. The current unit must be inspected and if there is any damage, or alternations other than normal wear and tear, the resident must pay for the damages or alterations before transferring to the new unit.
 - c. No alterations shall be made to the new unit without first receiving written approval from the management.
 - d. The resident must also be in "good standing" in all other aspects of the lease.

5. It is the residents' responsibility to move all of their possessions and furniture to the new unit. It is not the responsibility of the maintenance staff.
6. At certain times management may request a unit transfer. There are no restrictions on the number of times management can make such requests. The management request may take precedence over the Unit Transfer Waiting List. When a transfer is due to a management request the requirement for the security deposit and damages paid in advance may be waived.
7. No one is exempt from paying cost or fees for situations mentioned in item #4, a-b above.
8. Residents can only transfer once except for accessibility reasons or at management's request.
9. If a resident is asked if they want to transfer to a unit that is available and they say no, then they will remain in the same place on the unit transfer waiting list. However, the next person on the list will be asked.
10. If a resident is asked a second time if they want to transfer to a unit and they refuse, then their name will be moved to the bottom of the unit transfer waiting list.
11. A resident will not be removed from the unit transfer waiting list unless they notify management of such a request in writing.

The Property Manager is responsible for keeping the Unit Transfer Waiting List up-to-date by sending a notice to persons on the Unit Transfer Waiting List annually by mail, and enclosing a form for them to send back to

Vera Haile Senior Housing management office indicating whether they are interested in still being on the waiting list. Persons for whom no confirmation is received, or who indicate they no longer wish to be on the waiting list, will have their names removed from the list. The Property Manager will verify priority status prior to starting the process of obtaining current income verifications and update any information that may have changed regarding the size or composition of their households.

X. POLICIES TO COMPLY WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 (and REASONABLE ACCOMMODATION/MODIFICATION), THE FAIR HOUSING AMENDMENTS ACT OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND EQUAL ACCESS TO HOUSING IN FEDERALLY-ASSISTED PROGRAMS:

- A. **REASONABLE ACCOMMODATION/MODIFICATION** - It is Mercy Housing Management Group's intent to provide reasonable accommodations and reasonable modifications whenever possible. Per the below, the Property Manager will notify the Area Director of Operations whenever such requests are made, and they will be submitted to the 504 Coordinator.
- B. **Section 504** prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on owners to make their programs as a whole, accessible to persons with disabilities. These obligations include the following:

1. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
2. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
3. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
4. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements (*for properties built before June 1988*); and
5. Performing a self-evaluation of the owner's program and policies to ensure that they do not discriminate based on disability;
6. Operating their programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities;
7. Allowing a larger apartment to accommodate a Live-In Aide (Aides must pass the same criminal criteria as a new move-in would).

Furthermore, the Section 504 regulations establish affirmative accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units. In order for a unit to be considered accessible, it must meet the requirements of the Uniform Federal Accessibility Standards (UFAS). Priority will be given to those applicants requesting accessibility features and demonstrating need for such features.

1. Ten Units have been designed specifically for individuals with a physical impairment:
 - a. For this development, "physical impairment" is defined as mobility impairment which necessitates the permanent use of a wheelchair. For all units designed specifically for wheelchair accessibility, priority will be given to those applicants needing such modifications;
 - b. Priority will be given to households where a member is required to use a wheelchair;
 - c. If there are not enough such households to fill all specially equipped units, owners may give preference to households with members whose physical or mobility impairment would be eased by the design of the accessible unit.
2. Three units have been designed for individuals with hearing and sight impairments.

B. The Fair Housing Act prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability and familial status. It applies to housing, regardless of the presence of federal financial assistance.

C. Title VI of the Civil Rights Acts of 1964 prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD.

- D. Protections Provided Based on Sexual Orientation, Gender Identity or Marital Status: *Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity*** - The Owner/Agent will comply with the requirements established in the Final Rule which ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in any phase of the occupancy process.

Persons with disabilities have the right to request reasonable accommodations and to participate in the informal hearing process. The 504 Coordinator for Mercy Housing is: Melanie Kibble, 303-830-3300; TTY number 1-800-855-2880.

XI. VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005 (VAWA), AND VAWA 2013:

- A. The VAWA protections apply to families applying for or receiving rental assistance payments under HUD programs and other affordable programs. The law protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence [that] is reported and confirmed. The VAWA also provides that an incident of actual or threatened domestic violence, dating violence or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. Owner/Agents (O/A) may bifurcate (divide a lease as a matter of law) in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.
- B. **Definitions** – The following definitions are provided as assistance in understanding and implementing the VAWA protections. The definitions for domestic violence, dating violence, stalking and immediate family member have been incorporated into the United States Housing Act.

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence means violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of

the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or

serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (B) any other person living in the household of that person and related to that person by blood or marriage.

Bifurcate means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

C. **Protections for Victims of Domestic Violence, Dating Violence or Stalking or Sexual Assault** - The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

1. An applicant's or program participant's status as a victim of domestic violence, dating violence or stalking or sexual assault is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
2. An incident or incidents of actual or threatened domestic violence, dating violence or stalking or sexual assault will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly related to domestic violence, dating violence or stalking or sexual assault, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
4. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
5. The provisions protecting victims of domestic violence, dating violence or stalking or sexual assault engaged in by a member of the household, may not be construed to limit the O/A, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
6. The authority to evict or terminate assistance is not limited with respect to to a victim that commits unrelated criminal activity. Furthermore, if an O/A can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, O/As may not subject victims to more demanding standards than other tenants.
7. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking or sexual assault. The laws offering greater protection are applied in instances of

domestic violence, dating violence or stalking or sexual assault.

D. Certification and Confidentiality – O/As responding to an incident of actual or threatened domestic violence, dating violence or stalking or sexual assault that could potentially have an impact on a tenant’s participation in the housing program may request in writing that an individual complete, sign, and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066).

Alternately, in lieu of the certification form or in addition to it, O/As may accept a) a federal, state, tribal, territorial, or local police record or court record or b) documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or sexual assault or the effects of the abuse. The signatory attests to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking or sexual assault has signed or attested to the documentation.

E. Tenants Rights and Responsibilities – Tenants and family members of tenants who are victims of domestic violence, dating violence or stalking are protected by the VAWA from being evicted or from housing assistance being terminated because of the acts of violence against them.

If requested, tenants are required to submit to the O/A a completed Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other supporting documentation as described in D., above, within 14 business days of the O/A’s request, or any extension of that date provided by the O/A. If the certification or other supporting documentation is not provided within the specified timeframe, the landlord may begin eviction proceedings.

If the tenant has sought assistance in addressing domestic violence, dating violence or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the tenant may submit written proof of this outreach.

It is possible for someone lawfully occupying the unit, who is also a victim, to be evicted or removed from the home. If the victim commits separate criminal activity, a landlord may evict them for engaging in crime. Furthermore, if a victim poses “an actual and imminent threat to other tenants or those employed at or providing service to the property,” they could be evicted, despite the VAWA. Of paramount consideration within the VAWA is that the landlord may not hold the victim to a more demanding standard than other tenants.

XII. APPLICANT SCREENING – [For All Units]:

A. Initial Interview – All household members should be present at the initial interview, but must be present prior to the time of Initial Certification/Move-In.

At the scheduled interview, all eligibility factors will be explained to the applicants, with particular emphasis on the Applicant Screening Requirements. During the interview, the staff person will do the following:

- Clarify any information provided by the applicant;
- Income qualification verification: soliciting third-party verification from all sources in order to determine annual household income (the maximum income level applies to this program), and all assets, including bank accounts;

- Make copies of photo identification, i.e. Driver's License or state I.D. card, and social security card or other acceptable form of verification;
- Schedule a Home Visit (if applicable) with the applicant in keeping with the Resident Selection Criteria and screening procedures;
- Answer any questions the applicant may have.

B. Home Visits (Property Applicable)

Home Visits will be conducted to inspect the current dwelling of the applicant to determine that the housekeeping habits are acceptable. Home Visits will be conducted for all applicants who reside within 50 miles of the property. A Home Visit report will be completed.

Home Visits will not be conducted.

C. Screening Criteria

It is the policy of Mercy Housing Management Group to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the property or on the quality of life for its residents. As a part of the final eligibility determination, Mercy Housing Management Group will screen each applicant household to assess suitability. The same criteria will be used to screen new move-ins as well as live-in aides and new additions to an existing household. Police officers and other security or management personnel that reside in subsidized units must also pass the same screening criteria as other applicants.

Factors to be considered in the screening are housekeeping habits, care of property, rent paying habits and credit records, prior history as a tenant, household income, and criminal records. Following is a description of each of these factors and the method of verification to be employed:

Housekeeping and Care of Property

Staff will request written references from the applicant's current landlord and previous landlords for the past three (3) years and will visit the current residence(s) of the adult applicant(s), (if Home Visits are applicable), completing a Home Visit Report . Based upon these verifications, the staff will determine if the applicant is able and willing to maintain an apartment in a clean and sanitary manner, refraining from damaging the unit.

The applicant will not be held accountable for conditions which are or could be the responsibility of the property owner, or conditions which are otherwise not within the control of the applicant to remedy.

Rent Paying Habits and Credit History – Management will initiate an eviction history and credit report, at no charge to applicant. The applicant shall be notified of such action in advance.

Staff will request credit histories on each adult member of each applicant household and will request written references from the applicant's current landlord and former landlords for the past three (3) years. Based upon these verifications, the staff will determine if the applicant(s) was chronically late with rent payments, was evicted at any time during the past three (3) years for non-payment of rent, or had other legal action initiated for actions within their control. Any one of these circumstances shall be grounds for an ineligibility determination. **A written reference**

from social workers and/or others involved with the applicant in a professional capacity may be acceptable, if no landlord reference is available.

Any amounts showing due for a currently open bankruptcy proceeding of any of the household members will be considered a disqualifying condition. An applicant who has a past due balance with a utility company for electricity or heat, which must be paid prior to obtaining new service, will not be ineligible providing the applicant or designee is able and willing to make full payment.

Applicants who have failed to pay amounts due or failed to reach a satisfactory agreement to pay rent owed to a landlord will also be considered ineligible.

If there is a finding of any kind which would negatively impact an application, the applicant will be notified in writing. The applicant then shall have 14 calendar days in which such a filing may be appealed to staff for consideration.

Applicants will not be considered to have a poor credit history when they were occasionally late paying bills or rent in the past (fewer than 3 times per year); were delinquent in rent because they were withholding rent due to substandard housing conditions in a manner consistent with local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income, and responsible efforts were made to resolve the non-payment problem.

Applicants who have resided in homes they owned during the prior three years or more can provide proof of timely mortgage, insurance or property tax payments in order to demonstrate their ability to meet the financial requirements of the lease.

Applicants who have been homeless or who have lived in housing for which they were not financially responsible must provide references from person(s) with whom they have had a professional relationship to demonstrate their ability to meet the financial conditions of the lease. **(Letters of reference from family members will not be accepted.)**

Credit and Criminal Records Check

Staff will hire a contractor to run a credit check and criminal background check on all applicants and it will check court records for evidence of evictions or judgments against the applicant and evidence of criminal convictions. The purpose of these checks is to obtain information on the applicant's past history of meeting financial obligations and future ability to make timely rent payments and to abide by the federal laws regarding the prohibition of admitting any applicant with specific criminal activity including drug-related activity, HUD 4350.3, Chapter 4 Para 4-7C. **These standards are established to comply with the federal laws, and a household member who has been involved in the following will not be admitted under any circumstances:**

- A household in which any member is currently engaged in illegal use of drugs for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents;
- Any household member who is subject to a nationwide sex offender lifetime registration requirement; and
- Any household member if there is a reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right

to peaceful enjoyment by other residents. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse.

The criminal background reference check is conducted to determine that applicants and/or members of an applicant's household have:

- No record of felony convictions within the past five (5) years;
- No record of misdemeanor convictions within the past three (3) years;
- No record of terrorist activity ever.
- No record of criminal sexual activity ever;
- No record of arson ever,
- No production or manufacturing of methamphetamines

Mercy Housing Management Group will deny an application if the prior record of involvement in the criminal activity or convictions for any crimes involve violence to persons or property which is a denial of eligibility under HUD 4350.3 Chapter 4 Paragraph 4-7 C (a-1).

NOTE: If unfavorable items are found in a report from the sources identified above, the management agent staff, in conjunction with SFDPH for the SFDPH homeless preference units, will discuss concerns with the applicant, their physician or case manager (as applicable) to determine the household's continued eligibility.

C. Appeal

The Housing Management Group will make a determination of a denial of eligibility based on:

- 1) seriousness of the offense;
- 2) effect on the community;
- 3) extent of participation by the applicant;
- 4) effect that denial of admission or termination of assistance would have on other members of the household;
- 5) demand for assisted housing by other applicants who will adhere to lease responsibilities;
- 6) extent that the applicant has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- 7) effect on the integrity of the program.
- 8) management and resident services mutual staff determination that the applicant household is not appropriate for **Vera Haile Senior Housing**.

- Any household containing a member(s) who was evicted in the last three (3) years from federally assisted housing for drug-related criminal activity. To be admitted, the household member would have to provide the following;

- 1) Proof of successful completion of an approved supervised drug rehabilitation program; or
- 2) Proof that the circumstance leading to the eviction and/or conviction no longer exists and the applicant has been clean and sober for at least one (1) year.

The recommendation for the application to be re-instated will be made at the discretion of the Area Director and submitted to the Regional Vice President for decision.

D. Final Determination

Staff will make a final eligibility determination on each applicant only after all factors have been adequately verified including household's annual income. Eligible applicants will be notified in writing of their status and given an approximate date when they can expect to receive an offer of a unit. Ineligible applicants will be notified in writing of their ineligibility and the reason, and informed of their right to an informal review. [For homeless preference units, the Management Agent will concurrently provide this notification to the SFDPH and the applicant's assigned case manager, if applicable.]

Once final eligibility is determined, the staff will proceed to calculate the rent, execute lease documents, and assign the next unit available for which the household has been deemed eligible.

Applicants determined ineligible for admission by staff may respond in writing or request an informal review of the determination. They must make the request within 14 calendar days of the date of the notice of ineligibility [HUD PRAC units]. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. Within 5 business days of receiving the request, the staff must schedule the review and notify the applicant of the place, date and time.

Property Management staff (Mercy) will make final tenant selection decisions. After determination of an applicant's eligibility, the applicant, any designee and the SFDPH Direct Access to Housing Placement Coordinator, will be notified of the determination. If the applicant household and referring entity disagree with the determination of ineligibility, these households are encouraged to review and utilize the Grievance and Appeal Procedure. They can appeal the determination in writing within 10 calendar days of being notified of being notified of ineligibility [LOSP units]. In the grievance process, they may provide additional information to Property Management and Resident Services staff to appeal the decision.

Informal reviews will be conducted by an impartial review officer who had no involvement in the ineligibility determination. The review officer will be selected by the Area Director of Operations. The applicant may bring to the review any documentation or evidence he/she wishes and the evidence along with the data compiled by staff will be considered by the review officer.

The review officer will make a determination based upon the merits of the evidence presented by both sides. Within 5 business days of the date of the review or response, the review officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

These same program requirements will apply to the 3 LOSP units.

E. Denied Applications

1. Applicants may be denied for any of the following:
 - (a) Failure to present all members of the family at the full family interview, except for hospitalization, medical reasons, emergency, etc., (or some other time acceptable to management) prior to completion of Initial Certification;
 - (b) Blatant disrespect or disruptive behavior toward management, the property or other residents exhibited by an applicant or family member any time prior to move-in (or a demonstrable history of such behavior);
 - (c) A negative landlord or other reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits, or evictions for cause including current notices to pay or quit;

- (d) A negative credit report; including open bankruptcy proceedings and any adverse credit information which documents the applicants' inability to meet the financial requirements of the lease;
- (e) Falsification of any information on the application;
- (f) Eligibility income exceeding the maximum allowed;
- (g) Household characteristics that are not appropriate for the specific type of unit available at the time, or the household is of a size not appropriate for the available unit sizes;
- (h) Failure to update application for the Waiting List within specified time when notified;
- (i) Other good cause: including, but not limited to, failure to meet any of the selection criteria in this document;
- (j) Failure to disclose and provide acceptable documentation to verify the valid SSNs of **all** non-exempt household members within 90 days of first being offered an available unit [HUD 202 PRAC units];
- (k) Does not sign and submit verification consent forms or the Authorization for Release of Information (forms HUD-9887 and HUD-9887-A) [HUD 202 PRAC units];
- (l) Failure to meet the 62 year minimum age requirement at the time the application is submitted to the management agent representative;
- (m) Failure to meet the Student Eligibility Rule;
- (n) Declines an apartment offer after being contacted three times;
- (o) Consideration may be given for extenuating circumstances where this would be required as a reasonable accommodation when determining the acceptability of tenancy. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

An example of extenuating circumstances for a disabled applicant would be that the Manager conducts Home Visits for all applicants and the applicant's home was unclean and unsanitary and therefore, the applicant was rejected. The applicant informs the Manager that s/he has a disability and their relative cleaned their home and will clean their home one day per week, and asks for a re-inspection. The home is found clean and sanitary, and the Manager is aware the relative will clean one day per week. This could be considered a reasonable accommodation. An example of extenuating circumstance is a non-disabled household whom always paid their rent on time, but then became ill or were injured and couldn't get to the office to pay their rent on time. The applicant arranged for a relative to take their rent check to the office by the due date and believes they will be able to pay the rent on time. The Manager would verify that the applicant paid their rent on time prior to the illness or injury, and if so, the application could be reconsidered.

- (p) Failure to respond to the questions of whether the applicant or any household member is subject to a lifetime state sex offender registration program in any state may jeopardize the approval of the application

XIII. PET POLICY – A Pet Deposit and Pet Agreement are required. (*An Assistance Animal is not a pet and is allowed with a medical provider's verification. Please review the Reasonable Accommodation and Modification Policy.*)

Pets will be permitted only in accordance with the HUD-approved Pet Policy established by management. Register pets with the office before moving them into the property. A refundable Pet

Deposit can be paid with an initial \$50 payment when the pet is brought into the unit, and \$10 per month payments are allowed until paid.

XIV. SMOKING POLICY - *No smoking is allowed in the apartments or any of the exterior and interior common areas of the community. No smoking is allowed with 15 feet of the exterior of the building.*

XV. MODIFICATION OF THE RESIDENT SELECTION CRITERIA PLAN

This Resident Selection Criteria Plan will be reviewed annually to ensure that it reflects current operating practices, program priorities and HUD requirements. If this Resident Selection Criteria Plan is substantially updated, you may be notified.

I certify that I have received a copy of the Resident Selection Criteria for housing at Vera Haile Senior Housing.

Applicant

Date

Applicant

Date

Applicant

Date



Exhibit C – Legal Description of the Land

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Air Rights Parcel at 129 Golden Gate Ave.

PARCEL ONE:

Parcel B, as shown on that certain map entitled, "Parcel Map 6399, 121 Golden Gate, a Three Lot Airspace Subdivision Project" (the "Map"), which map was filed for record in the Office of the Recorder of the City and County of San Francisco, State of California on August 9, 2012 in Book 48 of Parcel Maps at pages 104 to 106, inclusive.

PARCEL TWO:

TOGETHER WITH non-exclusive easements for ingress and egress, as said easements are shown on the Map, and as provided in that certain 121 Golden Gate Avenue Mixed-Use Development Declaration Establishing Reciprocal Easements and Covenants Running with the Land recorded August 13, 2012, in Official Records under Recorder's Serial Number 2012-J465110 and upon the terms and conditions therein.

Assessor's Lot 22 (formerly a portion of Lot 1); Block 349

Exhibit D – Form of Referral Report

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

Name of Housing Program

Date of Referral from DAH

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

DAH Staff Providing Referrals: _____

Telephone: _____

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

MOH Operating Budget - Year 1

Application Date:	LOSP	non-LOSP	# Affordable Units	Project Name:		
First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations):	3	87	90	Project Address:	Vera Halle Senior Housing 129 Golden Gate Ave.	
2014	3.33%	96.67%		Project Sponsor:	Mercy Housing California	
	Residential breakdown					
	LOSP	non-LOSP	Residential	Non-Residential	Totals	Comments
INCOME						
Residential - Tenant Rents	9,000	258,000	267,000		267,000	
Residential - Tenant Assistance Payments - note Sources in Comments	0	778,757	778,757		778,757	
Residential - LOSP - Tenant Assistance Payments	20,914	20,914			20,914	
Commercial Space					0	
Parking	0	0			0	
Ad hoc/Other Rent Income	0	0			0	
Subsidy Services Income	0	0			0	
Interest Income - Project Operations	0	0			0	
Landlord and Vending	197	5,707	5,904		5,904	
Tenant Charges	0	0			0	
Miscellaneous Income	0	0			0	
Gross Potential Income	30,111	1,042,464	1,072,575	0	1,072,575	
Vacancy Loss - defaults: 5%; enter as negative number if need to override, do that in notes (col D)	-450	-12,900	-13,350		-13,350	
Vacancy Loss - Commercial defaults: 50%; enter as negative number if need to override, do that in col H, not I					0	
EFFECTIVE GROSS INCOME	29,661	1,029,564	1,059,225	0	1,059,225	PUPY: \$11769

OPERATING EXPENSES						
Management						
Management Fee	2,556	74,124	76,680		76,680	
Asset Management Fee	0	0	76,680		0	
Sub-total Management Expenses	2,556	74,124	76,680	0	76,680	PUPY: \$852
Salaries/Benefits						
Office Salaries	5,227	151,578	156,805		156,805	
Manager's Salary	2,111	61,867	64,000		64,000	
Health Insurance and Other Benefits	1,713	49,743	51,458		51,458	
Other Salaries/Benefits	0	0			0	
Administrative Rent-Free Unit	0	0			0	
Sub-total Salaries/Benefits	9,075	263,188	272,263	0	272,263	PUPY: \$3025
Administration						
Advertising and Marketing	30	870	900		900	
Office Expenses	1,038	30,115	31,153		31,153	
Office Rent	0	0			0	
Legal Expense - Property	167	4,833	5,000		5,000	
Audit Expense	367	10,633	11,000		11,000	
Bookkeeping/Accounting Services	450	13,050	13,500		13,500	
Bad Debts	0	0			0	
Miscellaneous	0	0			0	
Sub-total Administration Expenses	2,052	59,501	61,553	0	61,553	PUPY: \$684
Utilities						
Electricity	1,058	30,675	31,733		31,733	
Water	640	18,571	19,211		19,211	
Gas	1,050	30,441	31,491		31,491	
Sewer	1,042	30,257	31,299		31,299	
Sub-total Utilities	3,790	109,918	113,708	0	113,708	PUPY: \$1263
Taxes and Licenses						
Local Estate Taxes	77	2,219	2,295		2,295	
Payroll Taxes	786	22,792	23,578		23,578	
Miscellaneous Taxes, Licenses and Permits	70	2,030	2,100		2,100	
Sub-total Taxes and Licenses	933	27,041	27,973	0	27,973	PUPY: \$311
Insurance						
Property and Liability Insurance	3,083	89,397	92,480		92,480	
Fidelity Bond Insurance	0	0			0	
Workers Compensation	841	24,403	25,244		25,244	
Directors & Officers Liability Insurance	0	0			0	
Sub-total Insurance	3,924	113,800	117,724	0	117,724	PUPY: \$1308
Maintenance & Repair						
Payroll	2,646	76,722	79,368		79,368	
Supplies	268	7,765	8,033		8,033	
Contracts	1,373	45,613	47,186		47,186	
Garbage and Trash Removal	933	27,067	28,000		28,000	
Security Payroll/Contract	0	0			0	
HVAC Repairs and Maintenance	96	2,773	2,869		2,869	
Vehicle and Maintenance Equipment Operation and Repairs	15	444	459		459	
Miscellaneous Operating and Maintenance Expenses	0	0			0	
Sub-total Maintenance & Repair Expenses	5,311	160,385	165,915	0	165,915	PUPY: \$1844
Supportive Services	0	85,110	85,110		85,110	
TOTAL OPERATING EXPENSES	27,861	893,065	920,926	0	920,926	PUPY: \$10233
NET OPERATING INCOME (minus all net operating expenses)	1,800	136,499	138,299	0	138,299	
DEBT SERVICE (Third debt amortized loans)						
Ground Lease Base Rent	0	0			0	
First Lender (enter name in comments field)	0	0			0	
Second Lender (enter name in comments field)	0	0			0	
Third Lender (enter name in comments field)	0	0			0	
Fourth Lender (enter name in comments field)	0	0			0	
Fifth Lender (enter name in comments field)	0	0			0	
TOTAL HARD DEBT SERVICE	0	0	0	0	0	PUPY: \$0
RESERVES						
Replacement Reserve Deposit	1,800	136,499	138,299		138,299	
Operating Reserve Deposit	0	0			0	
Other Required Reserve Deposit	0	0			0	
TOTAL RESERVES	1,800	136,499	138,299	0	138,299	PUPY: \$1537
CASH FLOW (no it minus DEBT SERVICE minus RESERVES)						
Allocation of Surplus Non-Residential to LOSP (residual income)	0	0			0	
AVAILABLE CASH FLOW	0	0	0	0	0	
USES OF CASH FLOW (this row also shows DSCL, if applicable)						
<i>USE THAT PRECEEDS HARD DEBT SERVICE IN WATERFALL</i>						
Asset Management Fee	0	0			0	
Residual Ground Lease Payment	0	0			0	
Partnership Management Fee	0	0			0	
Investor Service Fee (aka "LP Asset Mgt Fee")	0	0			0	
Deferred Developer Fee	0	0			0	
Other Payments	0	0			0	

DSCL: 0

Non-amortizing Loan Pmt - Lender 1 (note name in comments)	0	0		
Non-amortizing Loan Pmt - Lender 2 (note name in comments)	0	0		
Non-amortizing Loan Pmt - Lender 3 (note name in comments)	0	0		
Non-amortizing Loan Pmt - Lender 4 (note name in comments)	0	0		
Non-amortizing Loan Pmt - Lender 5 (note name in comments)	0	0		
TOTAL PAYMENTS PRECEDING MOH	0	0		0 PUPY: \$0
RESIDUAL RECEIPTS	0	0		0
<i>ADD RESIDUAL RECEIPTS FROM SERVICE</i>				
TOTAL MOH RESIDUAL RECEIPTS LOAN REPAYMENT (from G123)	0	0		0
REMAINING BALANCE	0	0		0 PUPY: \$0
<i>USES BELOW MOH DEBT SERVICE IS WATERFALL</i>				
Asset Management Fee	0	0		
Residual Ground Lease Payment (from G132)	0	0		0
Partnership Management Fee	0	0		
Investor Service Fee (aka "LP Asset Mgt Fee")	0	0		
Designated Developer Fee	0	0		
Other Payments	0	0		
Non-amortizing Loan Pmt - Lender 6 (note name in comments)	0	0		
Non-amortizing Loan Pmt - Lender 7 (note name in comments)	0	0		
TOTAL PAYMENTS BELOW MOH	0	0		0 PUPY: \$0
REMAINDER (Should be zero unless there are distributions below)	0	0		0
Owner Distributions (row 130 minus any items in row 118 + rows 115 thru 120)				0
Other Distributions/Tax				0
Final Balance (should be zero)				0
<i>MOH Residual Receipts calculation - used to fill rows 109, 113 and 122 above</i>				
Project Has MOH Loan or Ground Lease With Residual Receipt Obligation?		yes		If the project is approved to use an alternative formula to calculate Res Receipts, edit cell F127 &/or cell F128 for any unique repayment terms & describe in comments.
a) Max Borrower Percentage of Residual Receipts		33%		
b) Max PSP amt		\$500		45,000
c) Maximum Owner Distribution: lesser of a) x b) (Rows to row 123)				0
d) Residual Receipts Amount Due (Res Receipts - c)				0
e1) Amount from d) allocated to Residual Ground Lease Payment (fills row 114)				0
e2) Amount from d) allocated to MOH Loan Repayment (fills row 110)				0

# Affordable Units			Year 1 - partial year, total # months = 4																				
LOSP			Year 2																				
non-LOSP			Year 3																				
			Year 4																				
			Year 5																				
			Year 6																				
			Year 7																				
			Year 8																				
			Year 9																				
			Year 10																				
			2023																				
Vera Haile Senior Housing			3,33%	96.67%																			
INCOME			% annual increase - LOSP	% annual increase	Comments		LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	LOSP	
Residential - Tenant Pmts	n/a	1.0%	1.0%	0		3,000	9,090	9,181	9,273	9,365	9,459	9,554	9,649	9,746	9,843								
Residential - Tenant Assistance Payments	n/a	n/a	n/a	0		6,971	21,798	22,716	23,668	24,656	25,681	26,743	27,846	28,989	30,174								
Charterment Sales	n/a	2.5%	2.5%	0		-	-	-	-	-	-	-	-	-	-								
Part-time	n/a	2.5%	2.5%	0		-	-	-	-	-	-	-	-	-	-								
Miscellaneous Rent Income	n/a	2.5%	2.5%	0		-	-	-	-	-	-	-	-	-	-								
Supportive Services Income	n/a	2.5%	2.5%	0		-	-	-	-	-	-	-	-	-	-								
Interest Income - Prudent Operations	n/a	2.5%	2.5%	0		-	-	-	-	-	-	-	-	-	-								
Laudry and Vending	n/a	2.5%	2.5%	0		66	202	207	212	217	223	228	234	240	246								
Tenant Charges	n/a	2.5%	2.5%	0		-	-	-	-	-	-	-	-	-	-								
Miscellaneous Income	n/a	2.5%	2.5%	0		-	-	-	-	-	-	-	-	-	-								
Grass Payout Income						10,837	31,090	32,104	33,153	34,239	35,363	36,525	37,729	38,974	40,263								
Vacancy Loss - Residential	n/a	n/a	n/a	0	enter formula manually per relevant MOH policy; annual incrementing usually not appropriate	(150)	(455)	(459)	(464)	(469)	(473)	(478)	(482)	(487)	(492)								
Vacancy Loss - Commercial	n/a	n/a	n/a	0		-	-	-	-	-	-	-	-	-	-								
EFFECTIVE GROSS INCOME						9,887	30,636	31,645	32,689	33,771	34,890	36,048	37,246	38,487	39,771								
OPERATING EXPENSES																							
Management																							
Management Fee	n/a	3.5%		0		852	2,645	2,738	2,834	2,933	3,036	3,142	3,252	3,366	3,484								
Asset Management Fee	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Sub-total Management Expenses						852	2,645	2,738	2,834	2,933	3,036	3,142	3,252	3,366	3,484								
Salaries/Benefits																							
Office Salaries	n/a	3.5%		0		1,742	5,410	5,599	5,785	5,968	6,208	6,425	6,650	6,883	7,124								
Management Salary	n/a	3.5%		0		717	2,208	2,285	2,365	2,448	2,534	2,622	2,714	2,809	2,908								
Health Insurance and Other Benefits	n/a	3.5%		0		872	1,775	1,887	1,992	2,098	2,207	2,319	2,432	2,548	2,667								
Other Salaries/Benefits	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Administrative Pay-Prod Lim	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Sub-total Salaries/Benefits						3,025	9,393	9,722	10,062	10,414	10,779	11,156	11,546	11,951	12,369								
Administration																							
Advertising and Marketing	n/a	3.5%		0		10	31	32	33	34	35	37	38	40	41								
Office Expenses	n/a	3.5%		0		346	1,075	1,112	1,151	1,192	1,235	1,276	1,321	1,367	1,415								
Office Rent	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Liquid Expense - Property	n/a	3.5%		0		56	173	179	185	191	198	205	212	219	227								
Audit Expense	n/a	3.5%		0		122	380	393	407	421	435	451	467	483	500								
Bookkeeping/Accounting Services	n/a	3.5%		0		150	466	482	499	516	534	553	573	593	613								
Travel/Dues	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Miscellaneous	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Sub-total Administration Expenses						684	2,124	2,198	2,275	2,354	2,437	2,522	2,610	2,702	2,796								
Utilities																							
Electricity	n/a	3.5%		0		553	1,695	1,733	1,773	1,814	1,856	1,900	1,946	1,993	2,042								
Water	n/a	3.5%		0		213	663	686	710	734	759	785	811	838	865								
Gas	n/a	3.5%		0		350	1,086	1,124	1,164	1,205	1,247	1,290	1,336	1,382	1,431								
Sewer	n/a	3.5%		0		147	1,079	1,117	1,156	1,196	1,238	1,281	1,326	1,373	1,421								
Sub-total Utilities						1,263	3,923	4,060	4,202	4,349	4,502	4,659	4,822	4,991	5,166								
Taxes and Licenses																							
Real Estate Taxes	n/a	3.5%		0		26	79	82	85	88	91	94	97	101	104								
Personal Taxes	n/a	3.5%		0		265	813	842	871	902	933	966	1,000	1,035	1,071								
Miscellaneous Taxes, Licenses and Permits	n/a	3.5%		0		28	72	75	78	80	83	86	89	92	95								
Sub-total Taxes and Licenses						311	965	999	1,034	1,070	1,107	1,146	1,186	1,228	1,271								
Insurance																							
Property and Liability Insurance	n/a	3.5%		0		1,028	3,191	3,302	3,418	3,537	3,661	3,789	3,922	4,059	4,201								
Fidelity Bond Insurance	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Workers Compensation	n/a	3.5%		0		280	871	901	933	966	999	1,034	1,071	1,108	1,147								
Directors & Officers' Liability Insurance	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Sub-total Insurance						1,308	4,061	4,204	4,351	4,503	4,661	4,824	4,993	5,167	5,348								
Maintenance & Repair																							
Paint	n/a	3.5%		0		882	2,748	2,834	2,933	3,036	3,142	3,252	3,366	3,484	3,606								
Supplies	n/a	3.5%		0		89	277	287	297	307	318	329	341	353	365								
Contractors	n/a	3.5%		0		534	1,628	1,683	1,744	1,805	1,868	1,933	2,001	2,071	2,144								
Garbage and Trash Removal	n/a	3.5%		0		311	966	1,000	1,035	1,071	1,109	1,147	1,187	1,229	1,272								
Security Patrol Contract	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
IT/AV/Remote and Maintenance	n/a	3.5%		0		32	99	102	106	110	114	118	122	126	130								
Vehicle and Maintenance Equipment Operation and Repairs	n/a	3.5%		0		5	16	16	17	18	18	19	19	20	21								
Miscellaneous Operating and Maintenance Expenses	n/a	3.5%		0		-	-	-	-	-	-	-	-	-	-								
Sub-total Maintenance & Repair Expenses						1,844	5,724	5,924	6,132	6,346	6,568	6,798	7,036	7,283	7,538								
Supportive Services																							
TOTAL OPERATING EXPENSES						9,287	28,836	29,845	30,889	31,971	33,090	34,248	35,446	36,687	37,971								
NET OPERATING INCOME (INCOME minus OP EXPENSES)																							
						600	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800								
DEBT SERVICE ("hard debt" amortized loans)																							
Ground Lease Debt Serv	0			0		-	-	-	-	-	-	-	-	-	-								
First Lender (enter name in comments field)	0			0		-	-	-	-	-	-	-	-	-	-								
Second Lender (enter name in comments field)	0			0		-	-	-	-	-	-	-	-	-	-								
Third Lender (enter name in comments field)	0			0		-	-	-	-	-	-	-	-	-	-								
Fourth Lender (enter name in comments field)	0			0		-	-	-	-	-	-	-	-	-	-								
Fifth Lender (enter name in comments field)	0			0		-	-	-	-	-	-	-	-	-	-								
TOTAL HARD DEBT SERVICE						0	-	-	-	-	-	-	-	-	-								
RESERVES																							
Replacement Reserve Deposit	0			0		600	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800								
Operation Reserve Deposit	0			0		-	-	-	-	-	-	-	-	-	-								
Other Reserved Reserves Deposit	0			0		-	-	-	-	-	-	-	-	-	-								
TOTAL RESERVES						600	1,800																

Table with columns for Affordability Units (90 LOSP, 87 non-LOSP), Income (Municipal, Rental, etc.), Operating Expenses (Management, Salaries, etc.), Debt Service, Reserves, Cash Flow, and Residual Receipts. Rows are categorized by year (2024-2033) and include sub-totals and grand totals.

Exhibit F -- Lobbying/Debarment Certification Form

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

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

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

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

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

Mercy Housing California 50, a California Limited Partnership

BY: Mercy Housing West, its general partner

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT G – ANNUAL MONITORING REPORT

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



Edwin M. Lee
Mayor

Olson Lee
Director

August 30, 2013

Notice of Availability of 2013 Annual Monitoring Report Form and Reminder of Deadline

The Annual Monitoring Report (AMR) forms for Reporting Year 2013 (RY2013) are available. The forms can be downloaded from the [Asset Management](#) page of the MOHCD web site.

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

Submissions for RY2013 and any outstanding reports from prior reporting years will be accepted only in the RY2013 format.

The RY2013 AMR form was revised from the form for RY2012, but in only a few areas, most notably:

- Worksheet 1A – four questions were eliminated.
- Worksheet 2 – two rows were added to display sub-totals

Some projects funded by the former San Francisco Redevelopment Agency may be submitting the AMR for the first time. In recognition of this, MOH is prepared to host an AMR training session. Personnel from any projects that are subject to the AMR reporting requirement are welcome to attend:

- Wednesday, September 18, 10:30am-12pm, Room 5080, 1 South Van Ness Ave, 5th Floor

To reserve seat/s for the training, please email Ricky.Lam@sfgov.org by Tuesday September 9th.

Completion and Submission Instructions

The AMR consists of the following 3 parts:

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

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

Provide all applicable information that is requested in worksheets 1-6. Use the Instructions to help you complete each form and the Checklist to help you to determine when each worksheet is complete and to compile all submittals required for the entire AMR.

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

Owner Compliance Certification and Insurance & Tax Certification Form
2013 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development

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

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

Project Street Address: _____

Reporting Period – Start Date: _____ End Date: _____

Owner Compliance Certification

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

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

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

Owner Compliance Certification and Insurance & Tax Certification Form
 2013 Annual Monitoring Report
 San Francisco Mayor's Office of Housing and Community Development

Insurance & Tax Certification

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

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

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Fiscal Activity

CCSF -- MOH -- RY2012AMR -- Instructions - Fiscal Activity

Income and Expenses

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

INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Replacement Reserve Account Withdrawals

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

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

Operating Reserve Account Withdrawals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. **Unit Type.** Use the drop down menu to select the unit type (also shown below):

Bed = (measurement for Group homes or transitional housing)

"**SRO**" = Single Room Occupancy unit

"**Studio**" = Studio unit

"**1BR**" = 1 Bedroom unit

"**2BR**" = 2 Bedroom unit

"**3BR**" = 3 Bedroom unit

"**4BR**" = 4 Bedroom unit

"**5+**" = 5 or more Bedroom unit

S. **Amount of Maximum Gross Rent Allowed for Unit.** Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.

T. **Amount of Tenant Paid Rent for Unit.** Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.

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

V. **Date of Most Recent Income Recertification.** Enter date of most recent, annual income recertification. Leave blank for vacant units.

W. **Date of Most Recent Rent Increase.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.

X. **Amount of Most Recent Rent Increase.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.

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

Project Financing

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

Services Funding

For each service that is provided based on your answers to questions 42-52 on Worksheet 1A, you must supply additional info about each service provider on Worksheet 6. Services Funding.

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

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

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

**Annual Monitoring Report - Reporting Year 2013 -
Mayor's Office of Housing & Community Development**

REPORT CHECKLIST

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

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

	Owner Compliance Certification and Insurance & Tax Certification Form - Signed!
	Scanned Attachments: Insurance Certs & Tax Docs
	Audited Financial Statement, with all Management Letters
incomplete	Project Activity Report: 1A. Property & Residents
incomplete	Project Activity Report: 1B. Transitional Programs Only
incomplete	Project Activity Report: 2. Fiscal Activity
	Project Activity Report: 3. Occupancy & Rent Info
To Be Determined	Project Activity Report: 4. Narrative
incomplete	Project Activity Report: 5. Project Funding
To Be Determined	Project Activity Report: 6. Services Funding

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

WORKSHEET 1A. Property & Residents	incomplete
questions 1 thru 4	incomplete
questions 5 thru 21	incomplete
questions 22 thru 29	incomplete
questions 30 thru 40	incomplete
questions 41 thru 51	incomplete
questions 52 thru 58	incomplete
questions 59 thru 83	incomplete

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

WORKSHEET 2. Fiscal Activity	incomplete
Rental Income - Housing Unit GPTR	incomplete
Vacancy Loss - Housing Units	incomplete
Operating Expenses	incomplete
Op Reserve rows 199 thru 206	incomplete
Replacement Reserve - rows 209 thru 216	incomplete
Program Income, rows 245 thru 250	incomplete

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

WORKSHEET 5. Project Funding	incomplete
-------------------------------------	------------

WORKSHEET 6. Services Funding	To Be Determined
--------------------------------------	------------------

32		<p># 5</p> <p>How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question # 5 on the Narrative worksheet. (Click on # 5 at left to jump to Narrative worksheet.)</p>
33		<p>How many Health, Building or Housing Code Violations were open from <i>prior</i> years?</p>
34		<p>How many Health, Building or Housing Code Violations were cleared in the reporting year?</p>
35		<p># 6</p> <p>Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #6 on the Narrative worksheet. (Click on # 6 at left to jump to Narrative worksheet.)</p>
36		<p># 6</p> <p>If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to makeup the difference, and supply additional explanation in question #6 of the Narrative report. (Click on # 6 at left to jump to Narrative worksheet.)</p>
37		<p>As of the last day of the reporting period, how many units were fully Accessible to Physically Impaired Tenants?</p>
38		<p>As of the last day of the reporting period, how many units were Adaptable for Physically Impaired Tenants?</p>
39		<p>As of the last day of the reporting period, how many units were fully Accessible to Visually Impaired Tenants?</p>
40		<p>As of the last day of the reporting period, how many units were fully Accessible to Hearing Impaired Tenants?</p>

55		<p># 3</p> <p>Vacant Unit Rent-Up Time - (in DAYS) State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. If this period exceeds 30 days, you must answer Question # 3 on the Narrative worksheet. <i>(Click on # 3 at left to jump to Narrative worksheet.)</i></p>
56		<p>Waiting List - How many applicants are currently on the waiting list?</p>
57		<p>When was the waiting list last updated? (m/yyyy)</p>
58		<p># 4</p> <p>Affirmative Marketing - Did you conduct any marketing of the project during the reporting period? If you conducted marketing during the reporting period, you must answer Question #4 on the Narrative worksheet. <i>(Click on #4 at left to jump to Narrative worksheet.)</i></p>

Household Size: As of the last day of the reporting period, supply the number of Households in the Project for each Household size below. DO NOT LEAVE CELLS BLANK - ENTER ZERO INSTEAD.

72		(1) One Person Household
73		(2) Two Person Household
74		(3) Three Person Household
75		(4) Four Person Household
76		(5) Five Person Household
77		(6) Six Person Household
78		(7+) Seven or more Person Household
79	0	TOTAL HH's
80	0	TOTAL Residents

Head of Household Race/Ethnicity - As of the last day of the reporting period, enter the numbers of Heads of Households of the following listed ethnicities. The total in row 89 (cell G109) must be the same as the total shown in row 79 (cell G98). DO NOT LEAVE CELLS BLANK - ENTER ZERO INSTEAD.

81		Latino or Hispanic
82		American Indian or Alaskan Native
83		Asian
84		Black or African American
85		Native Hawaiian or Other Pacific Islander
86		White
87		Other
88		Unknown
89	0	TOTAL - must match total in row 79 (cell G98)
90		As of the last day of the reporting period, how many Elderly Households resided at the property? (<i>An Elderly Household is one with a Head of Household at least 62 years of age.</i>)
91		As of the last day of the reporting period, how many Female-Headed Households resided at the property? (<i>A Female-headed Household is one with a woman as the head of household - either alone or with one or more children.</i>)
92		As of the last day of the reporting period, of the total population, how many CHILDREN (younger than 18 years of age) reside at the property?
93		As of the last day of the reporting period, how many units were occupied by tenants with physical, visual or hearing impairment ?

Annual Monitoring Report - Fiscal Activity - Reporting Year 2013 - Mayor's Office of Housing & Community Development

INCOME & EXPENSES				
	12 Month Report Period	Start Date:	1/0/1900	End Date: 1/0/1900
	* Number of Units-->			
Description of Expense Accounts	Account Number	Residential	Non-Residential	Total
Rental Income				
Housing Units - Gross Potential Tenant Rents	5120			
Rental Assistance Payments (identify sources in row below if applicable; LOSP funding should be shown here)	5121			
Source/s-->				
Commercial	5140			
sub-total Gross Rental Income:		\$0.00	\$0.00	\$0.00
Vacancy Loss - enter amounts as negative numbers!				
				vacancy rate
Housing Units	5220			0.00%
Commercial	5240			0.00%
sub-total Vacancies:		\$0.00	\$0.00	\$0.00
NET RENTAL INCOME:		\$0.00	\$0.00	\$0.00
Other Income				
Parking Spaces	5170			
Miscellaneous Rent Income	5190			
Supportive Services Income - Do not enter supportive services income if it is tracked in a separate budget and not appropriate per MOH loan terms to be included in Residual Receipts calculation.	5300			
Supportive Services Income Source/s- identify program source(s) if applicable -->				
Interest Income - Project Operations	5400			
Laundry and Vending	5910			
Tenant Charges	5920			
Other Revenue	5990			
sub-total Other Income Received:		\$0.00	\$0.00	\$0.00
1. TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
INCOME & EXPENSES				
Description of Expense Accounts	Account Number	Residential	Non-Residential	Total
Management				
Management Fee	6320			
"Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt. Fee Policy)				
sub-total Management Expense:		\$0.00	\$0.00	\$0.00
Salaries/Benefits				
Office Salaries	6310			
Manager's Salary	6330			
Health Insurance and Other Employee Benefits	6723			
Other Salary/Benefit Expenses				
Administrative Rent Free Unit	6331			
sub-total Salary/Benefit Expense:		\$0.00	\$0.00	\$0.00
Administration				
Advertising and Marketing	6210			
Office Expenses	6311			
Office Rent	6312			
Legal Expense - Property	6340			
Audit Expense	6350			
Bookkeeping/Accounting Services	6351			
Bad Debts	6370			
Miscellaneous Administrative Expenses	6390			
sub-total Administrative Expense:		\$0.00	\$0.00	\$0.00
Utilities				
Electricity	6450			
Water	6451			
Gas	6452			
Sewer	6453			
sub-total Utilities Expense:		\$0.00	\$0.00	\$0.00
Taxes and License				
Real Estate Taxes	6710			
Payroll Taxes	6711			
Miscellaneous Taxes, Licenses, and Permits	6790			
sub-total Taxes and License Expense:		\$0.00	\$0.00	\$0.00
Insurance				
Property and Liability Insurance	6720			
Fidelity Bond Insurance	6721			
Workers' Compensation	6722			
Directors & Officers Liabilities Insurance*	6724			
sub-total Insurance Expense:		\$0.00	\$0.00	\$0.00
Maintenance Repair				
<small>IMPORTANT NOTE RE: TREATMENT OF NON-CAPITAL MAINTENANCE REPAIR EXPENSES ELIGIBLE FOR PAYMENT BY REPLACEMENT RESERVE: If possible, exclude these from this section. If you do include these expenses here, be sure to record the amounts in row 99 below.</small>				
Payroll	6510			
Supplies	6515			
Contracts	6520			
Garbage and Trash Removal	6525			
Security Payroll/Contract	6530			
HVAC Repairs and Maintenance	6546			
Vehicle and Maintenance Equipment Operation and Repairs	6570			
Miscellaneous Operating and Maintenance Expenses	6590			
sub-total Maintenance Repair Expense:		\$0.00	\$0.00	\$0.00
Supportive Services: do not enter supportive services expenses if tracked in separate budget and not eligible to be counted against project income for residual receipts calculation.	6900			
SUB-TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserves. Only enter amounts here if they were included in amounts entered for Maintenance & Repair section above. Enter as positive number.				
TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
	Acct Num	Residential	Non-Residential	Total
1. TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
2. TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
3. NET OPERATING INCOME:		\$0.00	\$0.00	\$0.00

Annual Monitoring Report - Fiscal Activity - Reporting Year 2013 - Mayor's Office of Housing & Community Development

USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID AFTER CALCULATION OF MOHCD DEBT PAYMENT (IF APPLICABLE)			
16. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be required, see Asset Mgt. Fee Policy)			
17. Ground Lease & related payments, if any			
18a. Partnership Management fee due from this reporting period, if any (tax credit projects only, per City policy, not allowed if project is beyond 15-year compliance period)			
18b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only, not allowed if project is beyond 15-year compliance period)			
19a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting period, if any (tax credit projects only, not allowed if project is beyond 15-year compliance period)			
19b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only, per City policy, not allowed if project is beyond 15-year compliance period)			
20. Deferred Developer fee, if any			
21. Other payments: use question 9 on the Narrative (worksheet #4) to provide details about any fees or other payments included here. Failure to provide details will result in disallowance of expense. You may only include payments that were approved by MOHCD at time of funding that are also explicitly authorized by a Partnership Agreement or similar project document.	lender Name for Debt Service payments entered below		
22a. Debt Pmt to other lender: Principal Paid (note lender name to right)			
22ai. Debt Pmt to other lenders: Interest Paid			
22bi. Debt Pmt to other lender: Principal Paid (note lender name to right)			
22bii. Debt Pmt to other lenders: Interest Paid			
Total Payments below MOHCD on Surplus Cash "waterfall"			\$0.00
Subtotal of Remaining Balance			\$0.00
Proposed Owner Distributions (provide description in column C and enter amount in column F; description required if amount is greater than amount in 14d)			
Proposed Other Distributions/Uses (provide description in column C and enter amount in column F; if you had a Calendar Year LOSP surplus, please acknowledge that and note exact amount.)			
Final Balance (should be zero)			\$0.00

RESERVE ACCOUNT DETAILS

OPERATING RESERVE (Do not leave blanks for any questions asking for a number; enter zero instead.)	
Annual Withdrawal Amount:	
Minimum Required Balance:	
Beginning Balance:	
Ending Balance:	
Required Annual Deposit:	
Actual Annual Deposit (do not edit - taken from from page 1 account number 1365):	\$0.00
Total Operating Expenses plus debt service (don't edit cell - calculated)	\$0.00
If the calculated percentage shown to the right (Op Reserve Account Ending Balance divided by Total Op Expenses) is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell.	
If the calculated percentage shown to the right is greater than 26.5%, you must explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent cell.	0.000%

REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number; enter zero instead.)	
Annual Withdrawal Amount:	
Minimum Required Balance:	
Beginning Balance:	
Ending Balance:	
Required Annual Deposit (do not edit - taken from from page 1 account number 1320):	\$0.00
Actual Annual Deposit	
Describe how the amount of annual deposit and the minimum required balance is determined.	

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

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

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

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

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

Annual Monitoring Report - Occupancy & Rent Info - Reporting Year 2013 - Mayor's Office of Housing & Community Development

Project Address:	Data supplied must be from the rent roll for last month of the reporting period (entered on worksheet 1A)	1/0/1900	Num Units: 0
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Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period. For vacant units and manager's units, provide data in columns D, E, P, R, S and U only. Before using the "paste" function to enter data in the columns with Orange Highlighting, please check the drop-down-menus to ensure that the data you are pasting conforms with the choices of the drop-down menu. This will help prevent you from submitting forms with invalid data. Any forms with invalid data will be returned with instructions to fix and resubmit.

Remember, SAVE YOUR WORK!

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	
Row Num	Unit No.	Low Income Unit? (yes/no)	Date of INITIAL OCCUPANCY (m/d/yyyy)	Household Annual Income AT INITIAL OCCUPANCY	Household Size AT INITIAL OCCUPANCY (number)	Female Headed Household (yes/no)	Elderly Household (yes/no)	Household Size (number) as of last recertification WITHIN REPORTING PERIOD	Number of Children under Age 18 in HH	Disability (Mobility / Other / None)	Household Annual Income as of last recertification WITHIN REPORTING PERIOD	Over Income Per MOHCD Funding Agreement? (yes/blank)	Rental Assistance Type (Section 8 / HOPWA / S+C / Other / None)	Amount of Rental Assistance	Unit Type (Bed / SRG / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR)	Amount of Maximum Gross Rent Allowed for Unit (enter zero if n/a)	Amount Tenant Paid Rent for Unit	Utility Allowance	Date Of Most Recent Income Recertification WITHIN THE REPORTING PERIOD (m/d/yyyy)	Date Of Most Recent Rent Increase WITHIN THE REPORTING PERIOD (m/d/yyyy)	Amount of Most Recent Rent Increase WITHIN THE REPORTING PERIOD	%age of Rent Increase (calculated, do not enter)	
1																						0.00%	
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44																							

Narrative

Project Street Address:

Reporting Period - Start Date: 1/0/1900

Reporting Period - End Date: 1/0/1900

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

Negative Cash Flow

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

Vacancy Rate ----->

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

Vacant Unit Rent-Up Time

0

3. If the project showd an AVERAGE VACANT UNIT RENT-UP TIME GREATER THAN 30 days for question 78 on the **Property & Tenant Info** worksheet, you must supply the following:
- a. A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and
 - b. A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and
 - c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

Code Violatons

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

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

(add additional rows as needed)

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

Violation or Citation #	Date Cleared	Issued By	Description of Remedy

(add additional rows as needed)

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

Asset Management Fee

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

Property Taxes

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

Annual Monitoring Report - Project Financing - Reporting Year 2013 - Mayor's Office of Housing & Community Development

Tax Credit Initial Compliance Period End Date: _____

Current Project Financing

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

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

EXHIBIT H
Tenant Selection Plan Policy

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

Application Process

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

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

- **Limited English Proficiency Policy.** Throughout the application process, the housing provider must comply with the language access requirements for applicants with limited English proficiency.

Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

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

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

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

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

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

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

Notice of Denial and Appeal Process

- The housing provider shall:
 - promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:

- list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
 - explain how the applicant can request an in person appeal to contest the decision;
 - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
 - inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
 - provide referral information for local legal services and housing rights organizations;
 - describe the evidence that the applicant can present at the appeal;
- give applicants denied admission a date within which to file the appeal, which shall be at least ten (10) business days from the date of the notice;
 - unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
 - confine the subject of the appeal to the reason for denial listed in the notice;
 - give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
 - have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
 - within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision must be sent (electronically or otherwise) to the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Credit Reporting Act and the Investigative Consumer Reporting Agencies Act impose additional notice requirements.²

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

EXHIBIT I
Tenant Screening Criteria Policy

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

The screening criteria and considerations outlined below encourage providers to “screen in” rather than “screen out” applicants who have a criminal record. They describe a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

Screening Criteria

- Housing providers shall not automatically bar applicants who have a criminal record³ in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
 - arrests that did not result in convictions, except for an open arrest warrant;
 - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;⁴
 - juvenile adjudications.
- Housing providers shall consider:
 - the individual circumstances of each applicant; and
 - the relationship between the offense, and
 - (1) the safety and security of other tenants, staff and/or the property; and
 - (2) mitigating circumstances such as those listed below.
 - only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, DPH or HSA will assess the justification for a longer look-back period and determine whether an exception is warranted. In these exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.
 - mitigating factors, including, but not limited to:

³ The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

⁴ The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release “from all penalties and disabilities resulting from the offense.”

- (1) the seriousness of the offense;
- (2) the age and/or circumstances of the applicant at the time of the offense;
- (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
- (4) if the offense is related to acts of domestic violence committed against the applicant;
- (5) if the offense was related to a person's disability.

EXHIBIT J

Intentionally Omitted

EXHIBIT K

Intentionally Omitted

EXHIBIT L

OPERATIONAL RULES FOR RESIDENTIAL CERTIFICATE OF PREFERENCE (COP) HOLDER AND ELLIS ACT HOUSING PREFERENCE (EAHP) PRIORITY

The Borrower hereby agrees that first preference in occupying units designated for Low Income Households (Low Income Units) will be given to persons displaced from their homes by redevelopment activities who have been issued a Residential Certificate of Preference (COP) and who meet all qualifications for the unit.

The Borrower further agrees that second preference in occupying units designated for Low Income Households will be given to persons displaced from their homes by an Ellis Act Eviction who have been issued an Ellis Act Housing Preference Program (EAHP) Certificate and who meet all qualifications for the unit.

For new residential developments going through the initial lease-up process, the EAHP priority shall apply to twenty percent (20%) of the Low Income Units. Thus, if the number of units available exceeds the number of qualified applicants who hold a COP or other preference as dictated by specific loan documents or marketing plan, the next priority will go to EAHP certificate holders for up to 20% of the total Low Income Units. The EAHP priority does not apply at initial lease-up or sale to buildings having four (4) or fewer Low Income Housing Units. However, the EAHP priority does apply to these same units upon re-rental.

Low Income Units with other occupancy priorities required by law, contract, or program rules may apply the COP and EAHP after other preferences, with COP holders being granted priority above EAHP certificate holders. Preferences required by a former Redevelopment Project Area Plan are not pre-empted by the COP Program or the Ellis Act Housing Preference Program. Preferences required by the LOSP, Direct Access to Housing Program, Housing First Program, or other government program are not pre-empted by the Ellis Act Housing Preference Program.

Marketing Plan

The Borrower agrees to supply Mayor's Office of Housing and Community Development (The City) with a complete and updated marketing plan at least six months prior to construction completion. This information shall not be changed without providing The City with fourteen (14) calendar days' written notice.

Outreach to Certificate Holders

The City shall furnish the following:

- Written and/or printed notices to COP and EAHP certificate holders advising them that units will soon be available. COP mailings are at the cost of the Borrower.
- Assistance to qualified tenants in filing COP and EAHP applications or referral to an appropriate housing counseling organization

The Borrower agrees to:

- During the application period, conduct at least one general informational meeting for all persons interested in applying for occupancy in the development, at which the Borrower shall review application procedures.
- Specifically for COP and EAHP certificate holders, make support services staff available to provide assistance throughout the application process, as it may be needed, with the goal of maximizing COP/EAHP participation to the extent possible. The Borrower shall ensure that COP/EAHP holders are aware that such assistance is available.

Application

A. The Borrower agrees to ask the following questions on all applications for occupancy:

1. “Have you been displaced from your home or residence by the San Francisco Redevelopment Agency?”
2. “Do you have an Ellis Act Housing Preference Certificate?”

The address from which displacement occurred shall be requested, but not required, if the applicant answers affirmatively to either question.

Pre-Lottery Application Status Reports

The Borrower agrees to supply The City with the names, addresses, and certificate numbers (when available) of applicants who indicate they are eligible for COP or EAHP priority status. A status report with this information will be provided, at a minimum, every seven (7) calendar days from the initial date applications are accepted. The City will, in turn, verify within fourteen (14) calendar days which such applicants are qualified as COP or EAHP certificate holders.

If material supplied in any application by a COP or EAHP holder indicates ineligibility on its face because of the Borrower’s rules and regulations, such applicant will be notified in writing within seven (7) calendar days, with a copy to The City. The status report to The City shall reflect that the application has been closed and shall indicate the reason for rejection.

After the application period has closed, and prior to lottery proceedings, a non-prioritized list of all interested applicants will be provided to The City. The list shall include applicant names, addresses, and whether the applicant holds a COP or an EAHP certificate.

Lottery

Borrowers shall ensure that all COP holders receive first priority for occupancy and EAHP certificate holders receive second priority for occupancy in 20% of units, except in cases where approved and documented occupancy priorities preempt the COP and EAHP preferences. EAHP certificate holders who are not offered a unit in the 20% set aside shall have equal chance at any remaining units as other qualified applicants.

The Borrower shall hold a public lottery to select renters. Applicants who submit a complete application by the application deadline receive a numbered lottery ticket whose twin ticket is entered into the lottery. Upon pre-approval from The City, lotteries may also be conducted using

names of applicants. Lotteries are held in a public, accessible location. Applicants are invited to attend lotteries, but attendance is not mandatory.

To conduct the lottery, The City and/or the Borrower shall pull application tickets from a vessel and order and record the lottery results in rank order by application ticket number. When using names, Borrower shall pre-enter all applicant names onto individual name cards. All EAHP certificate holders should have two name cards. Names shall be pulled from a vessel in rank order. There should be separate lotteries held for each preference. First, COP holders will be drawn and ranked, followed by EAHP applicants, followed by applicants from the general population. The EAHP certificate holder's second card will be included in the general lottery. Electronic lotteries are not allowed.

The Borrower should use a large computer or projector screen or hand printed flip chart sheets to display all numbers/names drawn and the sequenced lottery number assigned for each preference lottery and the general lottery. This can be done by listing all applicants in separate columns under each preference category.

The Borrower should record each name card/number ticket assigned a lottery number onto a computer master list as well as a hand printed paper list for double checking. Results will remain projected on a screen or posted flip chart paper throughout the lottery drawing process for the public to view and record results.

The Borrower shall record the order of lottery numbers/names drawn and produce a final lottery list for each preference and for the general lottery. Once the lottery preferences have been confirmed and applied, applicants shall be notified of their position in the lottery.

Post-Lottery Status Report

Within seven (7) business days of any lottery the Borrower shall supply The City with the lottery results including the rank order of each applicant and a record of COP and EAHP certificate holders.

Thereafter, at least every seven (7) calendar days following any lottery or upon initiating lease-up, the Borrower shall supply The City with a "status report" listing names, addresses, and certificate numbers (when available) of COP and EAHP certificate holders indicating the status of each application as of that date until all Low Income Units are leased. If ineligibility is determined, the applicant will be notified in writing within one week after such determination is made, with a copy to The City. These applicants will also appear on the status report.

Response Deadline

Applicants who have been accepted and notified in writing by the Borrower shall have at least ten (10) calendar days thereafter to enter into a lease agreement. If the applicant fails to affirmatively respond, the application may be closed, making that unit available to the next eligible tenant. Written notice shall be provided to applicants whose applications are closed after 10 days due to a lack of response. Rejection of the unit by a COP or EAHP certificate holder and closed applications must be shown on the status report to The City.

Final Documentation

Within fourteen (14) calendar days after execution of a lease, the Borrower shall supply The City with a copy of the following for all COP and EAHP tenants:

- signed copy of lease
- copy of complete application
- a demographic report on all COP and EAHP applicants

Re-rental of Low Income Units

Upon re-rental of any Low Income Unit or when re-opening the project waitlist to new applicants, the Borrower shall notify The City in advance of any vacancy or waitlist opportunity. In no event shall The City be notified fewer than thirty (30) days before the date of re-occupancy for a vacant unit. In no event shall The City be notified fewer than thirty (30) days before a closed waitlist is re-opened for new applications. Violation of the thirty (30) day notification requirement may delay re-occupancy.

Appeals, response deadline, application forms, and final documentation requirements listed above shall apply to all re-rentals.

Waitlists

Borrowers filling unit vacancies off a waitlist must accept applications from approved COP and EAHP certificate holders at any time, regardless of whether the waitlist is closed to other applicants. If a COP or EAHP certificate holder is found eligible for a Low Income Unit in the building, they shall be placed at the top of the waitlist.

No more than seven (7) calendar days following the date that any new applications are accepted for a waitlist, the Borrower shall supply The City with a status report listing names, addresses and certificate numbers (when available) of COP and EAHP certificate holders indicating the status of each application as of that date and the reason for any rejections.

The City will, in turn, verify within seven (7) calendar days which such applicants are qualified as COP or EAHP certificate holders.

On an annual basis and each time a new waitlist is established, The City shall be provided with a complete list of all applicant names, rank on the waitlist, and whether they hold a COP or EAHP certificate upon finalization of the waitlist.

Lotteries

Borrowers that fill unit vacancies using a lottery process must adhere to the procedures pertaining to lotteries and status reports for new and vacant buildings.

Other Re-rental Processes

Borrowers that fill unit vacancies using some other process than an established waitlist or a lottery, such as those who use a first-come first-served method, must consult The City prior to beginning the lease up process. This will ensure a fair, transparent process that adheres to the required COP and EAHP priorities.