

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
ABODE PROPERTY MANAGEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made as of **January 7, 2025** by and between **ABODE PROPERTY MANAGEMENT** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”).

RECITALS

WHEREAS, Grantee and the City have entered into a Ground Lease (“Lease”) as of January 7, 2025 for real property (“Property”) for the purpose of operating the Property as Permanent Supportive Housing for Transitional Age Youth (attached as Exhibit 1).

WHEREAS, this Grant Agreement will fund certain operating expenses associated with the Property.

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan and summarized briefly as follows: property ownership, management, and leasing; and

WHEREAS, City issued a Request for Qualifications (RFQ) #142 on November 6, 2023 for Transitional Age Youth Site in South of Market Area; and

WHEREAS, No responsible and responsive bids were received for RFQ #142; and

WHEREAS, Due to a lack of responsible and responsive bids for RFQ #142, City has selected Grantee pursuant to San Francisco Administrative Code Section 21B, which authorizes the Department to enter into contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, the City’s Homelessness Oversight Commission approved this Agreement by Resolution No. 24-081 on September 5, 2024; and

WHEREAS, the Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution No. 604-24 on December 10, 2024; and

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which

is acknowledged, the parties 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:
- (a) “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.
 - (b) “Application Documents” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
 - (c) “Budget” shall mean the budget attached hereto as part of Appendix B, Budget.
 - (d) “Charter” shall mean the Charter of City.
 - (e) “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
 - (f) “Controller” shall mean the Controller of City.
 - (g) “Eligible Expenses” shall have the meaning set forth in Appendix A-1, Services to be Provided, Appendix A-2 Services to be Provided, and Appendix B, Budget.
 - (h) “Event of Default” shall have the meaning set forth in Section 11.1.
 - (i) “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1, and April 1, respectively.
 - (j) “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
 - (k) “Funding Request” shall have the meaning set forth in Section 5.3(a).
 - (l) “Grant” means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into

this Agreement by reference as provided herein.

- (m) “Grant Funds” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “Grant Plan” shall have the meaning set forth in Appendix A-1, Services to be Provided, Appendix A-2, Services to be Provided, and Appendix B, Budget.
- (o) “Indemnified Parties” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) “San Francisco Labor and Employment Code”: As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.
- (s) “Subgrantee” shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee’s obligations arising from this Agreement.

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 the Department. The

terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. 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. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.
- 2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 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 Maximum Costs.** 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 that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds 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 which 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. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.** The term of this Agreement shall commence on **January 7, 2025** and expire on **June 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the

Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Ownership of Results. Any interest of Grantee or any Subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any Subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any Subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from Subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The

City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

**ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS**

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Fourteen Million One Hundred Seventy Seven Thousand Two Hundred Sixty Four Dollars (\$14,177,264)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **Two Million Three Hundred Sixty Two Thousand Eight Hundred Seventy Seven Dollars (\$2,362,877)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe

and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds.

- (a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** Where the funding for this Agreement is provided in full or in part by a federal or state grant to the City, as part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 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.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately

presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan 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 Eligible Expenses incurred 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.
- 6.6 Inspection and Audit.** Grantee shall make available to City, 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 City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City 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.** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.
- 6.8 Grantee's Board of Directors.** Grantee 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 Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee'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.

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 Plan, 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 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

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 is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee 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 under such Section. 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. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request 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.**
- (a) 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 the City if it becomes aware of any such fact during the term of this Agreement.
 - (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).
- 8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, Interests in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with

City including any commission, department or other subdivision thereof.

- 8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- 8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

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 of the Indemnified Party. The foregoing indemnity shall include, without limitation, 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, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

10.2 Minimum Scope of Insurance. Grantee will obtain and maintain, and cause its contractors, subcontractors, and/or agents, as appropriate for each, to obtain and maintain, insurance and bonds as follows:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness;
- (b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage;

- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable;
- (d) Professional Liability Insurance, applicable to Tenant's profession, with limits not less than two million dollars (\$2,000,000), for each claim with respect to negligent acts, errors, or omissions in connection with this agreement.
- (e) A crime policy or fidelity bond covering Tenant's officers and employees against dishonesty with respect to the Funds of no less than 20% of the Annual Operating Budget each loss, with any deductible not to exceed \$5,000 each loss, including the City as additional obligee or loss payee, provided that Tenant shall be solely responsible for the costs of such deductible.
- (f) As applicable, pollution liability and/or asbestos pollution liability covering the work being performed with a limit no less than Two Million Dollars (\$2,000,000) each occurrence combined single limit, including coverage for on-site third-party claims for bodily injury and property damage;
- (g) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Grantee for heating, ventilating, air-conditioning, power generation, and similar purposes, in an amount not less than one hundred percent (100%) of the actual then-current replacement value of such machinery and equipment; and
- (h) Property insurance, excluding earthquake, in the amount no less than One Hundred Percent (100%) of the then-current replacement value of all improvements and City property in the care, custody, and control of the Grantee or its contractor.

10.3 **Commercial Space.** Grantee will require that all nonresidential tenants' liability insurance policies include Grantee and the City as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space, Grantee will require commercial tenants to maintain insurance as follows:

- (a) To the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;
- (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 coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broadform property damage; explosion, collapse and underground (XCU); products and completed operations coverage;

- (c) Business 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, hired and non-owned auto coverage, as applicable;
- (d) With respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars (\$1,000,000), as appropriate;
- (e) Special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and
- (f) Full coverage plate glass insurance covering any plate glass on the commercial space.

10.4 Additional Insured Endorsements

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

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

10.6 Primary Insurance

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

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

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

10.8 Insurance Requirements. Any insurance required by this Article 10 must also meet the following requirements:

- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 24 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Lease and, without lapse, for a period of three years beyond the expiration of this Lease, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- (d) Should any required insurance lapse during the term of this Lease, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Lease, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Lease effective on the date of such lapse of insurance.
- (e) Before the Effective Date, 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. Approval of the insurance by City shall not relieve or decrease Grantee's liability hereunder.

- (f) If Grantee will use any subcontractor(s), Grantee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Grantee as additional insureds. All coverage for such subcontractor(s) will be subject to all of the requirements stated herein unless otherwise approved by the City.

10.9 Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- (a) **General Liability and Automobile Liability Coverage:** The “City and County of San Francisco and their respective commissioners, members, officers, agents, and employees” are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of the Grantee related to the Project; products and completed operations of the Grantee, premises owned, occupied or used by the Grantee related to the Project; and automobiles owned, leased, hired, or borrowed by the Grantee for the operations related to the Project. The coverage may not contain any special limitations on the scope of protection afforded to the City and its Commissioners, members, officers, agents, or employees.
- (b) **Workers’ Compensation and Property Insurance:** The insured will agree to waive all respective commissioners, members, officers, agents, and employees” for any losses in connection with this Project.
- (c) **Claims-made Coverage:** If any of the required insurance is provided under a claims-made form, Grantee will maintain such coverage continuously throughout the Term and, without lapse, for a period of three years beyond the expiration of this Lease, to the effect that, if occurrences during the contract term give rise to claims made after expiration of the Agreement, then those claims will be covered by the claims-made policies.
- (d) **All Coverage.** Each insurance policy required by this Article must:
 - Be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice has been given to City, except in the event of suspension for nonpayment of premium, in which case ten (10) days’ notice will be given.
 - (1) Contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.
 - (2) For any claims related to this Lease, the Grantee’s insurance coverage will be primary insurance with respect to the City and its commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the City or its commissioners, members, officers, agents, or employees will be in excess of the Grantee’s insurance and will not contribute with it.

- (3) The Grantee's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City and its commissioners, members, officers, agents, or employees.
- (5) Approval of Grantee's insurance by the City will not relieve or decrease the liability of Grantee under this Lease.
- (6) The City reserves the right to require an increase in insurance coverage, including both coverage amounts and types of insurance, or otherwise change the insurance requirements of this Lease, if the City determines that conditions (including, but not limited to, property conditions, market conditions, or commercially reasonable practice) show cause for an increase, unless Grantee demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Grantee. Upon any such increase or change, Grantee will have a reasonable period, but in no event less than ninety (90) days, to obtain the requisite insurance.

10.10 Acceptability of Insurers. All insurers must have a Best's rating of no less than A-VIII or as otherwise approved by the City's Risk Manager.

10.11 Verification of Coverage. Grantee will furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause at the commencement of this Lease and annually thereafter. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

10.12 Contractor, Subcontractors, and Consultants Insurance. Grantee must include all subcontractors and consultants as additional insureds under its policies or furnish separate certificates and endorsements for each. Grantee will require the subcontractor(s) and consultants to provide all necessary insurance and to name the City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees and the Grantee as additional insureds. All coverage for subcontractors and consultants will be subject to all of the requirements stated herein unless otherwise approved by the City's Risk Manager.

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, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) **Failure to Perform Other Covenants.** Grantee 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.
- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement), including the Lease.
- (f) **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.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) 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.

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 of the Event of Default and that, on the date specified in the notice,

this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, 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 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 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The 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 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 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 covered by 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 agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

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.

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. If Budget lists any permitted Subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Budget is blank or specifies that there are no permitted Subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.**

(1) **Effective January 7, 2025 at 12:01 A.M. and ending on February 6, 2025 at 12:01 A.M.**

Grantee may subcontract any portion of the Grant Plan to 2B LIVING, INC., a California corporation, to provide Property Management and Master Lease Stewardship, as detailed in Appendix A-1.

(2) **Effective February 7, 2025 at 12:01 A.M.**

In no event shall Grantee subcontract or delegate the whole of the Grant Plan.

Grantee may subcontract with any of the permitted Subgrantees set forth on Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any Subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its Subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all Subgrantees to the extent applicable. A default by any Subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any Subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the Subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the Subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall 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 implements the Grant Plan and 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 the Department 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 may be sent

by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Abode Property Management
481 Valley Way
Milpitas, CA 95035
Attn: Louis Chicoine
LChicoine@abode.org

Any notice of default must be sent by certified mail or other trackable written communication.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** 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 Prevailing Wage.** Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61 and the Lease. Grantee will require its Contractors and Subcontractors performing (i) labor in connection with a “public work” as defined under California Labor Code Section 1720 et seq. (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Premises to (1) pay workers performing such work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, “Prevailing Wage Requirements”). Grantee will cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

Grantee will include, and will require its subtenants, and Contractors and Subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract must name the City and County of San Francisco, affected workers, and

employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Grantee's failure to comply with its obligations under this Section will constitute a material breach of the Lease. A Contractor's or Subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, contact the City's Office of Labor Standards Enforcement.

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 CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(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 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 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 all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation,

compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

- 16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.
- 16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.
- 16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco 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 Reserved. (Working with Minors).

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

16.15 Public Access to Meetings and Records. If 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, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, 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. 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. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement.

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 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco> Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Contractor’s or subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) **Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data.

Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

16.21 Compliance with Other Laws.

- (a) 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.
- (b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to

perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any Subgrantees/subrecipients/ subcontractors to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any Subgrantees/subrecipients/subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care).

16.23 Additional Requirements for Federally-Funded Awards, when applicable.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub-awards under the award.

**ARTICLE 17
MISCELLANEOUS**

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department 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 the Department 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 the Department 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 Department Head, as the case may be, of the Department 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:
- Appendix A-1, Services to be Provided
 - Appendix A-2, Services to be Provided
 - Appendix B, Budget
 - Appendix C, Method of Payment
 - Appendix D, Interests in Other City Grants
 - Exhibit 1, Ground Lease
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their

respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

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

| | |
|-----------------|--|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims. |
| Article 7 | Taxes. |
| Article 8 | Representations and Warranties. |
| Article 9 | Indemnification and General Liability. |
| Section 10.4 | Required Post-Expiration Coverage. |
| Article 12 | Disclosure of Information and Documents. |
| Section 13.4 | Grantee Retains Responsibility. |
| Section 14.3 | Consequences of Recharacterization. |
| This Article 17 | Miscellaneous. |

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

17.12 Reserved.

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.

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Eligible Expenses. Any services provided beyond those listed in Eligible Expenses must be approved by the Department.

17.15 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

ABODE PROPERTY MANAGEMENT

DocuSigned by:
By: Shireen McSpadden
Shireen McSpadden
Executive Director

DocuSigned by:
By: Louis Chicoine
Louis Chicoine
Chief Executive Officer
City Supplier Number: 50037

Approved as to Form:
David Chiu
City Attorney

DocuSigned by:
By: Adam Radtke
Adam Radtke
Deputy City Attorney

**Appendix A-1, Services to be Provided
by
Abode Property Management
South of Market Transitional Age Youth Permanent Supportive Housing**

I. Purpose of Grant

The purpose of the grant is to provide Property Management and Master Lease Stewardship to the served population. The goals of these services are to support tenants in retaining their housing; or moving to other appropriate housing.

II. Served Population

Grantee shall serve Transitional Age Youth (“TAY”) tenants experiencing homelessness, aged 18 to 24, and will also serve those aged 25 to 29 who have been part of the Homelessness Response System (HRS) as TAY without minor children with a focused expertise to address the unique cultural needs of those that identify as Transgender and Gender Non-Conforming and Intersex (TGNCI+).

III. Referral and Prioritization

All new tenants will be referred by the Department of Homelessness and Supportive Housing (HSH) via the Coordinated Entry System, which organizes the City’s Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method.

Eligibility criteria for Permanent Supportive Housing (PSH) varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Tenants who meet eligibility criteria for PSH are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

IV. Description of Services

Grantee shall provide the following services to the total number of units listed in Appendix B, Budget (“Number Served” tab). As part of the Property Management and Compliance with the Lease for the Grant Plan, Grantee agrees that tenant conduct that unreasonably interferes with the peaceful enjoyment of the property, of other tenants, or their neighbors, or that violates any criminal laws, including but not limited to drug-related laws, may be grounds for termination of tenancy.

A. Property Management

1. Program Applicant Selection and Intake: Grantee shall align with Housing First principles and follow the processes agreed upon by Grantee, HSH, housing subsidy administrators, fair housing laws, and/or other entities involved with referrals.

Under Housing First, tenant screening and selection practices must promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. Applicants must not be rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing

readiness,” as further described in California Welfare and Institutions Code section 8255.

Grantee shall adhere to all published HSH policies, including, but not limited to those covering tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing tenants into housing.

2. **Tenant Lease Set-Up:** Grantee shall draft, provide, and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include Community Rules, the Program Participant Rules for PSH, HSH Resident Emergency Safety Check Policy Notice, and other pertinent Lease Addenda. Grantee shall review its Grievance policies and procedures and HSH policies and procedures with tenants at the time of lease signing.
3. **Annual Tenant Re-certification:** Grantee will use commercially reasonable efforts to promptly obtain initial and annual income certifications for all PSH Residents. Annual income re-certification should generally be completed on the anniversary of a Resident’s move-in date or another building-wide annual recertification date.
4. **Collection of Rents, Security Deposits, and Other Receipts:** Grantee shall collect and process rent and other housing-related payments (e.g. security deposit) made by tenants.
 - a. Grantee shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
 - b. Grantee shall assist with payment arrangements and comply with HSH and other applicable requirements governing the tenant portion of rent. All PSH tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
5. **Lease Enforcement, Written Notices and Eviction Prevention:**
 - a. Grantee shall take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with Support Services, conversations and meetings with tenants, and mediation strategies. Grantee shall utilize the HSH Nonpayment of Rent Guidance, and other PSH best practices, as an ongoing resource.
 - b. Grantee shall provide written notice to tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants.
 - c. Grantee shall offer tenants who become delinquent in rent the opportunity to enter into a rent payment plan or referral to third party rent payment services.
 - d. When necessary, Grantee shall provide notice to tenants of any actions related to the eviction process in accordance with all applicable laws.
 - e. Grantee shall copy Support Services staff on all communications to tenants.
6. **Building Service Payments:** Grantee shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, electricity, telephone, natural gas, garbage, water, and pest control. This may include elevator maintenance, as required.

- Grantee shall pay all deposits, connection, installation, and use charges imposed in connection with such services as Project Expenses.
7. Building Maintenance: Grantee shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restrooms, and shower facilities;
 - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services, as needed;
 - d. Maintenance and repair of facility systems, plumbing, electrical;
 - e. Building security;
 - f. Maintain external adjacent areas of building clean and free of debris and graffiti;
 - g. Preparation of apartments for tenant move-in and move-out; and
 - h. Development of a preventative maintenance schedule for review and approval by HSH, and monitor adherence to the approved schedule.
 8. Coordination with Support Services: If a tenant is facing housing instability, Grantee shall coordinate with Support Services staff to find creative ways to engage with tenants to prevent housing loss. Grantee shall work with Support Services staff in communicating with and meeting with tenant regarding behaviors and issues that put the tenant at risk for housing instability. Grantee shall participate in regular coordination meetings with Support Services to review tenants at risk for eviction and strategize on how to support tenants in maintaining their housing.
 9. Wellness Checks and Emergency Safety Checks: Grantee shall conduct Wellness Checks and/or Emergency Safety Checks in accordance with the HSH Emergency Safety Check Policy and Procedure, internal agency policies and applicable laws to assess a tenant's safety when there is a reason to believe the tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
 10. Front Desk Coverage: Grantee shall provide front desk coverage 24 hours per day, seven days per week and including holidays.
 11. Harm reduction and overdoses prevention: Integrate harm reduction principles into service delivery and agency structure as well as follow the HSH Overdose Prevention Policy. Staff that work directly with tenants must complete annual trainings on harm reduction and overdose recognition and response.
 12. Exit Planning: Grantee shall alert Support Services staff when tenants give notice to leave housing and shall keep a record of each tenant's forwarding address, whenever possible. Grantee shall provide exit information to Support Services to complete the client program exit in the Online Navigation and Entry (ONE) System.
 13. Asset Management: Grantee shall partner with HSH to safeguard the physical and financial health of the property and provide asset management and compliance reporting services, which include, but not limited to, the following:

- a. Grantee will maintain the physical and financial health of the Premises including: providing an updated capital needs assessment for review by HSH every five years after the Agreement Date, implement any HSH-approved capital improvement plan for the Premises, develop a preventative maintenance plan, and respond to any property financial performance and compliance reports required under any agreements;
- b. Monitoring and reporting to HSH on property financial performance including an annual audit completed by a certified accountant, recommending related actions, as appropriate; and
- c. Monitoring and reporting to HSH on compliance requirements related to the funding and other regulatory requirements, recommending related actions, as appropriate.

14. Cultural Competency and Staff Training: Grantee shall implement mandatory cultural competency staff training for new hires and on an ongoing basis. Trainings will include but are not limited to, serving TGNCI+ identified individuals experiencing homelessness, and transitional aged youth . Grantee shall ensure Property Management staff complete the Affirming Trans Access to Housing (ATAH)- Training Symposiums facilitated by HSH and OTI.

B. Compliance with Lease:

1. Grantee shall operate the Property in accordance with the Lease at all times and in all respects.
2. Grantee shall coordinate and conduct regular asset management meetings with HSH staff to address ongoing maintenance and capital needs at the Property.
3. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.

C. Leasing and Management of Commercial Space:

1. Grantee shall provide leasing and commercial management of the three-ground floor commercial spaces, including management of existing commercial leases and marketing and leasing vacant commercial spaces.
2. Subject to City approval, Grantee will either i) use the Commercial Space as programming space for PSH Residents at the Premises and in accordance with PSH Program Rules, or ii) sublease the Commercial Space to a commercial tenant for commercial services and in accordance with Applicable Legal Requirements, which sublease will be subject to City's prior written approval.

V. Location and Time of Services

Grantee shall provide Property Management services at 1174 Folsom Street, San Francisco, CA.

Grantee shall provide Property Management services 24 hours a day, seven days a week on-site. Grantee shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

- A. Facilities: Grantee shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards.
 - 1. Grantee shall notify HSH immediately in the event it is given notice of violations by the Department of Building Inspection (DBI), Department of Public Health (DPH), or another City agency, or State, Federal agency relating to the Property.

- B. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.

- C. Housing First: Grantee services and operations shall align with the Core Components of Housing First. Housing First Principles means tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services, and prohibit rejecting applicants on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness,” as further described in California Welfare and Institutions Code section 8255.

- D. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.

- E. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

- F. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with Support Services provider and/or HSH, as needed, to coordinate and collaborate regarding tenant’s housing stability.

- G. Grievance Procedure:
 - 1. Grantee shall establish and maintain a written Grievance Procedure for tenants, which shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;

- c. The amount of time required for each step, including when a tenant can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the tenant to contact after the tenant has exhausted Grantee's internal Grievance Procedure.
2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Grantee shall post the policy at all times in a location visible to tenants, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.

H. Feedback, Complaint and Follow-up Policies:

Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.

I. City Communications, Trainings and Meetings:

Grantee shall keep HSH informed of program operations and comply with HSH policies and training requirements, and participate in meetings including but not limited to:

1. Regular communication to HSH about the implementation of the program;
2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
3. Attendance at trainings (e.g., overdose prevention training), when required by HSH. Ensure all site-based or tenant-facing staff and subcontractors are onboarded and trained to perform the services in accordance with Housing First, Harm Reduction, and Trauma-Informed Principles.

J. Coordination with Other Service Providers: Grantee shall establish written agreements with Support Services and other service providers that are part of the site team to formalize collaboration and roles and responsibilities.

K. Critical Incidents: Grantee shall report critical incidents in accordance with HSH policies/procedures. Critical incidents shall be reported using the online [Critical Incident Report form](#) within 72 hours of the incident. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.

- L. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

- M. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, in accordance with HSH's Good Neighbor Policy, as may be amended from time to time, including:
 - 1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 - 2. Have a public phone line (and/or email) available for the community to report concerns to;
 - 3. That Grantee management staff is available to respond to neighbors within two business days, if reasonable;
 - 4. Having a representative of the Grantee attend all appropriate neighborhood meetings;
 - 5. Participate in community/ neighborhood events in partnership with the local community benefit district as appropriate;
 - 6. Leadership or designated staff attendance in regular meetings (monthly or as needed) with HSH staff and the community working group;
 - 7. Staff training in de-escalation and crisis response, including protocols for contacting law enforcement, San Francisco Homeless Outreach Team, Healthy Streets Operation Center, Department of Public Works, and/or crisis response teams as needed; and
 - 8. Offer a "good neighbor" onboarding for tenants as they move in that outlines community resources, community norms, and expectations.

- N. Record Keeping and Files: Grantee shall update applicant referral status information in the ONE System in accordance with HSH policy and instruction.
 - 1. Grantee shall maintain confidential tenant files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the tenant, copies of payment plans or other agreements to support housing stability.
 - 2. Grantee shall track receipt and completion of maintenance work orders.
 - 3. Grantee shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.

- O. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to:
 - a. Entering all household data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and
 - c. Running monthly data quality reports and correcting any errors.
2. Records entered into the ONE system shall meet or exceed the ONE System CDQI Process standard.
3. Grantee shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting shall be communicated to Grantees in writing from HSH.
4. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into the CARBON database. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
6. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

VII. Service Objectives

Grantee shall achieve the following Service Objectives:

- A. Grantee shall ensure that each unit, upon turnover, is clean and/or repaired within 21 days, on average.
- B. Grantee shall ensure that new tenant move-ins occur within 30 days of referral.
- C. Grantee shall collect at least 90 percent of tenant portions of monthly rent from occupied units.
- D. Grantee shall maintain an occupancy rate of at least 93 percent.

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

- E. Grantee shall provide a preventative maintenance schedule to HSH for review and approval annually.
- F. Grantee shall provide a Property Management Plan within 90 days of agreement start date.
- G. Grantee shall submit all required asset management reports on a timely basis to HSH and external funders, if applicable.

VIII. Outcome Objectives

Grantee shall achieve the following Outcome Objectives:

- A. At least 90 percent of tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- B. At least 85 percent of tenant lease violations will be resolved without loss of housing to tenants.
- C. At least 65 percent of tenants shall complete an annual Tenant Satisfaction Survey and of those, 80 percent of tenants will be satisfied or very satisfied with Property Management services.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as the ONE System and CARBON.

- A. Grantee shall report vacancies to HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe. When required by HSH, Grantee shall enter tenant data in the ONE System.
- B. On a monthly basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the month of service.
 - 1. The occupancy rate; and
 - 2. The number of new placements.
- C. On a quarterly basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 - 1. Average number of days to turn over units; and
 - 2. The number of tenants receiving lease violations, and the number and percentage of tenant lease violations that were resolved without loss of housing to tenants.

- D. On an annual basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year:
1. The number and percentage of tenants who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
 2. The number and percentage of tenants who completed a written survey to provide feedback on the type and quality of program services;
 3. The tenant satisfaction survey results; and
 4. The number of households showing housing instability that remained housed.
- E. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Grantee shall provide information on evictions and eviction notices issued to households residing in City-funded housing to Support Services to enter into the ONE System. Grantee shall verify the accuracy of eviction reporting data in the ONE System quarterly, and shall review the annual eviction report prior to submission to HSH. Grantee shall adhere to all deadlines for submission as required by HSH.
- F. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- G. Grantee shall provide information for an annual report on client enrollment in public benefits per the Administrative Code Article VI, Section 20.54.4(c) - Permanent Supportive Housing – Enrollment in Social Services https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-11877, as instructed by HSH.
- H. Grantee shall issue a quarterly report on program operations and outcomes, including benchmarks related to Good Neighbor policy compliance including response time to community calls/ texts, attendance at community meetings, community engagement events, etc.
- I. Grantee shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to

Grantee within 30 working days of receipt of any evaluation report and any Grantee response will become part of the official report.

- J. Grantee shall provide quarterly reports (income statement, balance sheet, cash flow statement, and general ledger detailed report), 15 days after the period ends.
- K. Grantee shall provide an annual financial report by July 15 of each calendar year with total annual revenue and expenses, including total collected rent revenue and total delinquent rent in a format acceptable to HSH.
- L. Grantee shall provide a copy of the annual external audit of Program Income, Annual Operating Subsidy, and Expenses within 90 days of the fiscal year end.
- M. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, including, but not limited to review of the following: tenant files, administrative records, staff training documentation, postings, program policies and procedures, data submitted in program reports, site inspection of the physical asset, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE system may include, but is not limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.

- B. Fiscal and Compliance Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts and Memoranda of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

**Appendix A-2, Services to be Provided
by
Abode Property Management**

Predevelopment/ Preconstruction Scope of Work

South of Market Site (Premise Location Excluded): The anticipated scope of the permanent tenant improvements at the Premises is expected to include: conversion of the use of the second-floor commercial space to Permanent Supportive Housing (PSH) and build out of the second-floor commercial space to property management and support services offices as well as community areas for residents; and compliance with all applicable building code requirements.

In order to prepare for the anticipated rehabilitation scope of work, Grantee and its consultants and subcontractors will perform the following project management of the predevelopment/ preconstruction scope of work, in collaboration with the Department of Homelessness and Supportive Housing (HSH) within nine (9) months from the Effective Date, as may be extended by HSH, and as may be further specified by HSH and Grantee:

1. Entitlements, Design, Permitting: Grantee shall manage the process of property conversion of the use of the second-floor commercial space to PSH and build out of the second floor commercial space to property management and support services offices as well as community areas for residents; including working with and submitting materials (for approvals and close outs) to the appropriate City agencies, and participation in any required public hearings. Grantee shall oversee consultants in the development of permit sets and submission of permit documents to the Department of Building Inspection (DBI) and other permitting entities.
2. Budget Management and Administration: Grantee shall develop a proposed tenant improvement scope of work and budget for HSH approval. Grantee shall continue to update the approved proposed rehabilitation scope of work and budget assumptions with actual proposal and bid costs as they are received. Grantee and its subcontractors will make best efforts to manage the anticipated total rehabilitation budget (soft and hard cost) of \$1,000,000, which cannot be exceeded unless there is prior written approval by HSH. Grantee will report regularly to HSH regarding any necessary updates to the budget assumptions. Any unspent predevelopment/ preconstruction funds are to be returned to HSH.
3. Procurement: Grantee shall competitively procure and enter into any necessary professional services, such as project manager/ construction manager/ owner's representative, architect, engineer, general contractor, and related services contracts, to complete the predevelopment/ preconstruction scope of work and refine the anticipated rehabilitation scope of work and budget. Grantee will submit the final scope of work and budget to HSH for approval. Such procurement shall comply with all applicable laws.
4. Predevelopment/ Preconstruction Oversight and Contract Negotiation/ Administration: Grantee shall supervise all of the subcontractors (including project manager/ construction manager/ owner's representative, architect, general contractor) and their performance (including schedule management and meeting milestones) for the duration of the project, which may include but not limited to predevelopment/

preconstruction, cost estimating for the work at each phase, subcontractor bidding of construction documents, negotiation of construction contracts, and execution of the permitted scope of work. Grantee shall also manage such contracts including contract compliance and invoicing. HSH reserves the right to review subcontracts prior to execution.

5. Financing and Compliance: Where applicable, Grantee shall coordinate and assist in funding applications to state and federal funding sources (e.g., CHCD Homekey) and/or assist with any reporting and compliance obligations related to applicable local, city, state or federal funding related to the project.

6. Schedule and Milestones:
 - a. 01/22/25 Procure Project Manager
 - b. 02/23/25 Draft preliminary concept design and budget
 - c. 02/23/25 Procure Architect and design consultants
 - d. 04/12/25 Procure General Contractor (GC)
 - e. 08/03/25 Complete scope and drawings
 - f. 09/02/25 Update budget
 - g. 11/17/25 Pricing
 - h. 11/17/25 Receive permits
 - i. 11/17/25 Submit Guaranteed Maximum Price (GMP) to HSH

7. Temporary Relocation: If there are existing occupants that will be affected by the rehabilitation, Grantee shall work with property management, support services provider, architect, general construction contractor, and any other applicable consultants, to develop a phased on-site relocation plan or identify any time-limited off-site relocation, create a complete budget for the on-site and off-site relocation, ensure that the timing for phased rehabilitation and on-site relocation is incorporated into the general construction contractor’s rehabilitation construction schedule and manage the temporary relocation process (including working with occupants to provide them with communication regarding relocation timing, moving assistance, cleaning of units to allow for on-site relocation, etc.) in compliance with all applicable laws. Any temporary relocation of residents must be reviewed and approved by HSH.

Grantee’s budget for the predevelopment/ preconstruction scope of work is included in Property Management agreement, as may be amended by HSH, and cannot be exceeded unless there is prior written approval by HSH. It is anticipated that upon completion of the predevelopment/ preconstruction scope of work, HSH and Grantee will enter into a separate agreement to complete and fund the tenant improvement scope of work. Any unspent predevelopment/ preconstruction funds are to be returned to HSH.

| | A | B | C | D |
|----|--|--|-----------------|-------------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | |
| 2 | APPENDIX B, BUDGET | | | |
| 3 | Document Date | 1/7/2025 | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) |
| 5 | Current Term | 1/7/2025 | 6/30/2029 | 5 |
| 6 | Amended Term | 1/7/2025 | 6/30/2029 | 5 |
| 7 | Program | Market Transitional Age Youth Permanent Supportive | | |
| 8 | | | | |
| 9 | Approved Subcontractors | | | |
| 10 | 2B Living IPM Subcontractor (vendor not contracted yet) | | | |
| 11 | Security Agency as Subcontractor (vendor not contracted yet) | | | |
| 12 | SOMA West CBD | | | |
| 13 | | | | |
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| | A | B | C | D | G | J | M | P | S | AK |
|----|--|---|---------------|------------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | |
| 3 | Document Date | 1/7/2025 | | | | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | | | | |
| 5 | Current Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 6 | Amended Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 7 | Provider Name | Abode Property Management | | | | | | | | |
| 8 | Program | South of Market Transitional Age Youth Permanent Supportive Housing | | | | | | | | |
| 9 | FSP Contract ID# | 1000033445 | | | | | | | | |
| 10 | Action (select) | New Agreement | | | | | | | | |
| 11 | Effective Date | 1/7/2025 | | | | | | | | |
| | Budget Names | Property Management, General Fund, Start-Up, Reserves | | | | | | | | |
| 12 | | Current | New | | | | | | | |
| 13 | | | | | | | | | | |
| 14 | Term Budget | \$ - | \$ 11,814,387 | | | | | | | |
| 15 | Contingency | \$ - | \$ 2,362,877 | | | | | | | 20% |
| 16 | Not-To-Exceed | \$ - | \$ 14,177,264 | | | | | | | |
| 17 | | | | | | | | | | |
| 18 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 20 | | | | | | | | | | |
| 21 | Expenditures | | | | | | | | | |
| 22 | Salaries & Benefits | \$ 285,233 | \$ 545,628 | \$ 561,997 | \$ 578,857 | \$ 596,222 | \$ 596,222 | \$ 596,222 | \$ 596,222 | \$ 2,567,936 |
| 23 | Operating Expense | \$ 493,051 | \$ 595,178 | \$ 612,283 | \$ 629,901 | \$ 648,049 | \$ 648,049 | \$ 648,049 | \$ 648,049 | \$ 2,978,462 |
| 24 | Subtotal | \$ 778,283 | \$ 1,140,806 | \$ 1,174,279 | \$ 1,208,758 | \$ 1,244,271 | \$ 1,244,271 | \$ 1,244,271 | \$ 1,244,271 | \$ 5,546,398 |
| 25 | Indirect Percentage | | | | | | | | | |
| 26 | Indirect Cost (Line 24 X Line 25) | \$ 116,742 | \$ 171,121 | \$ 176,142 | \$ 181,314 | \$ 186,641 | \$ 186,641 | \$ 186,641 | \$ 186,641 | \$ 831,960 |
| 27 | Other Expenses (Not subject to indirect %) | \$ 823,864 | \$ 846,049 | \$ 852,229 | \$ 858,597 | \$ 865,155 | \$ 865,155 | \$ 865,155 | \$ 865,155 | \$ 4,245,894 |
| 28 | Capital Expenditure | \$ 1,380,050 | \$ 8,446 | \$ 8,699 | \$ 8,960 | \$ 9,229 | \$ 9,229 | \$ 9,229 | \$ 9,229 | \$ 1,415,384 |
| 30 | Total Expenditures | \$ 3,098,940 | \$ 2,166,422 | \$ 2,211,350 | \$ 2,257,629 | \$ 2,305,296 | \$ 2,305,296 | \$ 2,305,296 | \$ 2,305,296 | \$ 12,039,635 |
| 31 | | | | | | | | | | |
| 32 | HSH Revenues (select)* | | | | | | | | | |
| 33 | Prop C | \$ 1,124,254 | \$ 1,675,422 | \$ 1,720,350 | \$ 1,766,629 | \$ 1,814,296 | \$ 1,814,296 | \$ 1,814,296 | \$ 1,814,296 | \$ 8,100,951 |
| 35 | Prop C - One-time Start-Up | \$ 1,519,436 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,519,436 |
| 36 | General Fund - Ongoing | \$ 442,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 2,194,000 |
| 42 | Total HSH Revenues* | \$ 3,085,690 | \$ 2,113,422 | \$ 2,158,350 | \$ 2,204,629 | \$ 2,252,296 | \$ 2,252,296 | \$ 2,252,296 | \$ 2,252,296 | \$ 11,814,387 |

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|----|---|---|-----------|------------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | |
| 3 | Document Date | 1/7/2025 | | | | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | | | | |
| 5 | Current Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 6 | Amended Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 7 | Provider Name | Abode Property Management | | | | | | | | |
| 8 | Program | South of Market Transitional Age Youth Permanent Supportive Housing | | | | | | | | |
| 9 | FSP Contract ID# | 1000033445 | | | | | | | | |
| 10 | Action (select) | New Agreement | | | | | | | | |
| 11 | Effective Date | 1/7/2025 | | | | | | | | |
| 43 | Other Revenues (to offset Total Expenditures) | | | | | | | | | |
| 44 | Rental Income | | | | \$ 13,250 | \$ 53,000 | \$ 53,000 | \$ 53,000 | \$ 53,000 | \$ 225,250 |
| 49 | Total Other Revenues | | | | \$ 13,250 | \$ 53,000 | \$ 53,000 | \$ 53,000 | \$ 53,000 | \$ 225,250 |
| 50 | | | | | | | | | | |
| 51 | Total HSH + Other Revenues | | | | \$ 3,098,940 | \$ 2,166,422 | \$ 2,211,350 | \$ 2,257,629 | \$ 2,305,296 | \$ 12,039,637 |
| 52 | Rev-Exp (Budget Match Check) | | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 54 | Total Adjusted Salary FTE (All Budgets) | | | | 3.29 | 6.25 | 6.25 | 6.25 | 6.25 | 6.25 |
| 55 | *NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning | | | | | | | | | |
| 56 | Prepared by | Juana Nunley | | | | | | | | |
| 57 | Phone | 669-245-4122 | | | | | | | | |
| 58 | Email | jnunley@abode.org | | | | | | | | |

| | A | B | C | D | G | J | M | P | S | AK |
|----|--|---|-----------|------------------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | |
| 3 | Document Date | 1/7/2025 | | | | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | | | | |
| 5 | Current Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 6 | Amended Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 7 | Provider Name | Abode Property Management | | | | | | | | |
| 8 | Program | South of Market Transitional Age Youth Permanent Supportive Housing | | | | | | | | |
| 9 | FSP Contract ID# | 1000033445 | | | | | | | | |
| 10 | Action (select) | New Agreement | | | | | | | | |
| 11 | Effective Date | 1/7/2025 | | | | | | | | |
| 50 | | | | | | | | | | |
| 51 | Total HSH + Other Revenues | | | | \$ 910,504.00 | \$ 1,501,422.00 | \$ 1,546,350.00 | \$ 1,592,629.00 | \$ 1,640,296.00 | \$ 7,191,201.00 |
| 52 | Rev-Exp (Budget Match Check) | | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 53 | | | | | | | | | | |
| 54 | | | | | | | | | | |
| 55 | Prepared by | Juana Nunley | | | | | | | | |
| 56 | Phone | 6690245-4122 | | | | | | | | |
| 57 | Email | Jnunley@abode.org | | | | | | | | |

| | | A | BW |
|----|---|------------------|------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | |
| 2 | SALARY & BENEFIT DETAIL | | |
| 3 | Document Date | | |
| 4 | Provider Name | | |
| 5 | Program | | |
| 6 | FSP Contract ID# | | |
| 7 | Budget Name | | |
| 8 | | All Years | |
| 9 | POSITION TITLE | 1/7/2025 - | |
| 10 | | 6/30/2029 | |
| | | New | |
| | | Budgeted Salary | |
| 11 | | | |
| 12 | Property Manager | \$ | 373,527 |
| 13 | Assistant Property Manager (Day Desk/Tues-Saturday) | \$ | 294,890 |
| 14 | Weekday Desk Clerk / Swing | \$ | 265,794 |
| 15 | Weekday Desk Clerk / Grave | \$ | 265,793 |
| 16 | Maintenance Technician II | \$ | 337,354 |
| 17 | Janitor / Mon-Fri | \$ | 265,794 |
| 18 | Property Supervisor | \$ | 122,559 |
| 54 | | \$ | 1,925,713 |
| 55 | | | |
| 56 | | | |
| 57 | | \$ | 577,714 |
| 58 | | \$ | 2,503,426 |
| 59 | | | |
| 60 | | | |
| 61 | | | |

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|----|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | |
| 2 | OPERATING DETAIL | | | | | | |
| 3 | Document Date | | | | | | |
| 4 | Provider Name | | | | | | |
| 5 | Program | | | | | | |
| 6 | FSP Contract ID# | | | | | | |
| 7 | Budget Name | | | | | | |
| 8 | | | | | | | |
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| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | Operating Expenses | | | | | | |
| 14 | Utilities(Elec, Water, Gas, Phone, Scavenger) | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | All Years |
| 15 | Office Supplies, Postage | 1/1/2025 - 6/30/2025 | 7/1/2025 - 6/30/2026 | 7/1/2026 - 6/30/2027 | 7/1/2027 - 6/30/2028 | 7/1/2028 - 6/30/2029 | 1/1/2025 - 6/30/2029 |
| 16 | Building Maintenance Supplies and Repair | New | New | New | New | New | New |
| 17 | Printing and Reproduction | Budgeted Expense | Budgeted Expense | Budgeted Expense | Budgeted Expense | Budgeted Expense | Budgeted Expense |
| 18 | Insurance | \$ 108,750 | \$ 149,350 | \$ 153,831 | \$ 158,445 | \$ 163,199 | \$ 733,575 |
| 19 | Staff Training | \$ 2,250 | \$ 4,635 | \$ 4,774 | \$ 4,917 | \$ 5,065 | \$ 21,641 |
| 20 | Staff Travel-(Local & Out of Town) | \$ 19,133 | \$ 29,046 | \$ 29,917 | \$ 30,815 | \$ 31,739 | \$ 140,651 |
| 21 | Rental of Equipment | \$ 250 | \$ 515 | \$ 530 | \$ 546 | \$ 563 | \$ 2,404 |
| 22 | Office Expense | \$ 94,464 | \$ 145,947 | \$ 150,325 | \$ 154,835 | \$ 159,480 | \$ 705,051 |
| 23 | Garbage & Trash Removal | \$ 1,500 | \$ 3,090 | \$ 3,183 | \$ 3,278 | \$ 3,377 | \$ 14,427 |
| 24 | Misc Taxes, Licenses & Permits | \$ 1,500 | \$ 3,090 | \$ 3,183 | \$ 3,278 | \$ 3,377 | \$ 14,427 |
| 25 | Legal Services | \$ 2,700 | \$ 3,708 | \$ 3,819 | \$ 3,934 | \$ 4,052 | \$ 18,213 |
| 26 | Building Maintenance Repair Contracts | \$ 62,820 | \$ 23,910 | \$ 24,627 | \$ 25,366 | \$ 26,127 | \$ 162,851 |
| 27 | Unit Turnover | \$ 24,375 | \$ 33,475 | \$ 34,479 | \$ 35,514 | \$ 36,579 | \$ 164,422 |
| 28 | Administrative Rent Free Unit - Night Manager | \$ 3,900 | \$ 5,356 | \$ 5,517 | \$ 5,682 | \$ 5,853 | \$ 26,308 |
| 29 | Subcontractors (First, \$25k Only) | \$ 7,500 | \$ 15,450 | \$ 15,914 | \$ 16,391 | \$ 16,883 | \$ 72,137 |
| 30 | Contracted Security Desk Coverage (Weekend/Holidays) | \$ 87,237 | \$ 119,808 | \$ 123,402 | \$ 127,104 | \$ 130,917 | \$ 588,467 |
| 54 | TOTAL OPERATING EXPENSES | \$ 10,500 | \$ 21,630 | \$ 22,279 | \$ 22,947 | \$ 23,636 | \$ 100,992 |
| 55 | Other Expenses (not subject to indirect cost %) | \$ 5,422 | \$ 11,168 | \$ 11,504 | \$ 11,849 | \$ 12,204 | \$ 52,146 |
| 56 | Bookkeeping/Accounting Services | | | | | | |
| 57 | Asset Management | | | | | | |
| 58 | Audit | | | | | | |
| 68 | | \$ 18,750 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 118,750 |
| 69 | | \$ 451,051 | \$ 595,178 | \$ 612,283 | \$ 629,901 | \$ 648,049 | \$ 2,936,462 |
| 70 | | \$ 1,328 | \$ 1,995 | \$ 2,055 | \$ 2,116 | \$ 2,180 | \$ 9,674 |
| 71 | | \$ 17,048 | \$ 26,145 | \$ 26,929 | \$ 27,737 | \$ 28,569 | \$ 126,428 |
| 72 | | \$ 6,336 | \$ 9,785 | \$ 10,079 | \$ 10,381 | \$ 10,692 | \$ 47,273 |
| 73 | | | | | | | |

| | A | D | G | J | M | P | AH |
|----|--|---------------|---------------|---------------|---------------|---------------|------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | |
| 2 | OPERATING DETAIL | | | | | | |
| 3 | Document Date | | | | | | |
| 4 | Provider Name | | | | | | |
| 5 | Program | | | | | | |
| 6 | FSP Contract ID# | | | | | | |
| 7 | Budget Name | | | | | | |
| 8 | | | | | | | |
| 9 | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | All Years |
| 74 | Contracted Security Desk Coverage (Weekend/Holidays) | \$ 58,392 | \$ 90,962 | \$ 94,440 | \$ 98,024 | \$ 101,714 | \$ 443,532 |
| 75 | Real Estate Taxes | \$ 33,760 | \$ 52,162 | \$ 53,727 | \$ 55,339 | \$ 56,999 | \$ 251,987 |
| 76 | IPM Agreement (One Month) | \$ 17,000 | \$ - | \$ - | \$ - | \$ - | \$ 17,000 |
| 84 | TOTAL OTHER EXPENSES | \$ 133,864 | \$ 181,049 | \$ 187,229 | \$ 193,597 | \$ 200,155 | \$ 895,894 |
| 85 | | | | | | | |
| 86 | Capital Expenses | | | | | | |
| 87 | Furniture, Fixtures & Equipment - For Unit Turnovers | \$ 4,100 | \$ 8,446 | \$ 8,699 | \$ 8,960 | \$ 9,229 | \$ 39,434 |
| 88 | | | | | | | \$ - |
| 95 | TOTAL CAPITAL EXPENSES | \$ 4,100 | \$ 8,446 | \$ 8,699 | \$ 8,960 | \$ 9,229 | \$ 39,434 |
| 96 | | | | | | | |
| 97 | HSH #3 | | | | | | 7/26/2022 |

Fiscal Term Start 1/7/2025 Fiscal Term End 6/30/2025

BUDGET NARRATIVE Property Management Fiscal Year FY24-25 <- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

| Salaries & Benefits | Adjusted Budgeted FTE | Budgeted Salary | Justification | Calculation | Employee Name |
|--|-----------------------|-------------------|--|--------------------|----------------|
| Property Manager | 0.42 | \$ 32,933 | Operations Start Date: 1/1/25 Property Lead & Employee Supervisor. | \$6,587 @ 5 months | TBD |
| Assistant Property Manager (Day Desk/Tue) | 0.42 | \$ 26,000 | Ops Start Date 1/1/25: Manage day-to-day desk operations and sit at the front desk Tuesday-Saturday (Day), oversight of security contract and employee desk clerks, complete desk clerk schedule, fill desk clerk vacancies, coordinate maintenance technician work orders. Manage desk activities, creates schedules/calendars for desk shifts, reports issues to property management staff, as well as emergency responders as necessary. Schedule Tuesday-Saturday providing weekend oversight by management. | \$5200 @ 3 months | TBD |
| Weekday/Desk Clerk / Swing | 0.42 | \$ 23,435 | Ops Start Date 1/1/25: Manage desk activities, reports issues to property management staff, as well as emergency responders as necessary. Schedule M-F | \$4687 @ 5 months | TBD |
| Weekday Desk Clerk / Grave | 0.42 | \$ 23,435 | Ops Start Date 1/1/25: Manage desk activities, reports issues to property management staff, as well as emergency responders as necessary. Schedule M-F | \$4687 @ 5 months | TBD |
| Maintenance Technician II | 0.42 | \$ 29,744 | Ops Start Date 1/1/25: Maintenance lead, on-site residence to address emergency needs. | \$5949 @ 5 months | TBD |
| Janitor / Mon-Fri | 0.42 | \$ 23,435 | Ops Start Date 1/1/25: Address housekeeping duties during week, weekend contract Sat/Sun | \$4687 @ 5 months | TBD |
| Property Supervisor | 0.10 | \$ 10,806 | Ops Start Date 1/1/25: Supervision and management of property and property staff | \$2161 @ 5 months | Jasmine Carter |
| TOTAL | 2.60 | \$ 169,787 | | | |
| Includes FICA, SSUI, Workers Compensation and Medical calculated at 30% of total salaries. | | | | | |
| Employee Fringe Benefits | | \$ 50,936 | | | |
| Salaries & Benefits Total | | \$ 220,723 | | | |

| Operating Expenses | Budgeted Expense | Justification | Calculation |
|---|------------------|---|---------------------|
| Utilities(Elec, Water, Gas, Phone, Scavenger) | \$ 108,750 | Elec. \$70,560 (10k), Electricity NEM Charges \$113,904 (11k), Water, \$60,984 (41k), Gas \$29,736 (36k), Sewer \$78,120 (47k) (Calculated Utilities from January 2024 \$5616 per month based on 20% occupied - \$702 PUPM = \$353,808) | \$ 12083 @ 9 months |
| Office Supplies, Postage | \$ 2,250 | \$4500 annual Office Supplies | \$375 @ 5 months |
| Building Maintenance Supplies and Repair | \$ 19,133 | Janitorial Supplies \$12000, Repair Materials \$15000, Annual Key Card Supplies \$500, Maint Uniforms \$1200. | \$2392 @ 8 months |
| Printing and Reproduction | \$ 250 | \$500 annual printing | \$42 @ 5 months |
| Insurance | \$ 94,464 | \$141,696 Annual Premium estimated from quote | \$11,808 @ 9 months |
| Staff Training | \$ 1,500 | \$3000 Training | \$250 @ 5 months |
| Staff Travel-(Local & Out of Town) | \$ 1,500 | Travel PM \$2500, Maint \$500, | \$250 @ 5 months |
| Rental of Equipment | \$ 2,700 | Ricoh \$300 monthly = \$3600 | \$300 @ 8 months |
| Office Expense | \$ 62,820 | YARDI \$6100, Luxer Annual Software Fee \$3300, \$4500 telephone/answering service, Internet Staff \$8000, Professional Fees (LJU Starts 12/1 - Residents in Bldg. 1/1/25); 2 Lease Up Specialists \$40/hr. from 12/1-2/28/25 @ 40 hours/week - \$38400 (in first year only), Tenant Screening \$1890 (1st year), Equifax Screening \$630 (1st year) | \$7380 @ 8 months |
| Garbage & Trash Removal | \$ 24,375 | Trash Removal \$30000, Misc. Junk Removal \$2500 | \$2708 @ 8 months |
| Real Estate Taxes | \$ - | see below not subject to Indirect Costs | |
| Misc Taxes, Licenses & Permits | \$ 3,900 | Building Permits and Misc. Taxes - \$5200 | \$433 @ 8 months |
| Legal Services | \$ 7,500 | \$5k ea. at 3 annually due to behavior/non-payment = \$15000 | \$1250 @ 6 months |
| Building Maintenance Repair Contracts | \$ 87,237 | Exterminating Contract \$5200, Janitorial Contract - Exterior Deep Cleaning (Qtrly) \$6000 & Trash Chute Cleaning (\$6000), Weekend Janitorial Contract - \$26,616 (\$2218 per month Sat/Sun 1 Janitor 8hrs/ea. day) Fire Protection \$2500, Repair Contracts \$27000, Elevator Contract (2) \$25000, decorating contract \$3000, Water Heater HVAC & Solar Contract \$15k, | \$9693 @ 8 months |
| Unit Turnover | \$ 10,500 | Unit Turnover 6 per year @ \$3500 = \$21000 - basic turnover | \$1750 @ 6 months |

| | | | | |
|--|-------|---------|---|---------------------|
| Administrative Rent Free Unit - Night Manager | \$ | 5,422 | Night Manager \$903.60 @ 6 months - if no residents in the building | \$903.60 @ 6 months |
| Subcontractors (First \$25k Only) | \$ | - | | |
| Contracted Security Desk Coverage (Weekend/Holidays) | \$ | 18,750 | \$40/hour (Weekends - 48 hours @ 52 weeks) / \$59/hour (9 holidays at time 1/2) | \$2083 @ 8 months |
| TOTAL OPERATING EXPENSES | \$ | 451,051 | | |
| Indirect Cost | 15.0% | \$ | 100,766 | |

| | Amount | Justification | Calculation |
|--|---------------|--|--------------------|
| Other Expenses (not subject to indirect cost %) | | | |
| Bookkeeping/Accounting Services | \$ 1,328 | \$47.50 PUPY @ 42 units = \$1,995 | \$166 @ 8 months |
| Asset Management | \$ 17,048 | AM fee adjusted to 3% per HSH built in CODB. Based on MOHCD AM Fee policy: \$24280 (2023) Escalates 3% on the CY to \$25,008 (2024) @ 6months 7/1-12/31/24 = \$12504.20 / \$25,758.65 (2025) @ 6 months to 6/30/25 = \$12879.33 - Total \$25,383.53 | \$2131 @ 8 months |
| Audit | \$ 6,336 | Typically Required under HSH Lease to provide external audit report for project. | \$792 @ 8 months |
| Contracted Security Desk Coverage (Weekend/Holidays) | \$ 58,392 | \$40/hour (Weekends - 48 hours @ 52 weeks) / \$59/hour (9 holidays at time 1/2) | \$7298 @ 8 months |
| Real Estate Taxes | \$ 33,760 | \$50,643 estimated and prorated at 9 months | \$4220 @ 8 months |
| IPM Agreement (One Month) | \$ 17,000 | Average of \$17k between Jan and May 2024 for IPM agreement 6352 Professional Fees | \$17000 @ 1 month |
| TOTAL OTHER EXPENSES | \$ | 133,864 | |

| | Amount | Justification | Calculation |
|--|---------------|---|--------------------|
| Capital Expenses | | | |
| Furniture, Fixtures & Equipment - For Unit Turnovers | \$ 4,100 | \$8200 annually for up to 6 units of capital needs (FF&E replacement costs) | \$683 @ 6 months |
| TOTAL CAPITAL EXPENSES | \$ | 4,100 | |

| A | B | C | D | G | AK |
|----|---|---|---------------|------------------|----|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | |
| 2 | APPENDIX B, BUDGET | | | | |
| 3 | Document Date | 1/7/2025 | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | |
| 5 | Current Term | 1/7/2025 | 6/30/2025 | 1 | |
| 6 | Amended Term | 1/7/2025 | 6/30/2025 | 1 | |
| 7 | Provider Name | Abode Property Management | | | |
| | Program | South of Market Transitional Age Youth Permanent Supportive Housing | | | |
| 8 | FSP Contract ID# | 1000033445 | | | |
| 9 | Action (select) | New Agreement | | | |
| 10 | Effective Date | 1/7/2025 | | | |
| 11 | Budget Name | Start Up | Current | New | |
| 12 | Term Budget | \$ - | \$ 1,519,436 | | |
| 13 | Contingency | \$ - | \$ 2,362,877 | 20% | |
| 14 | Not-To-Exceed | \$ - | \$ 14,177,264 | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | Expenditures | | | | |
| 22 | Salaries & Benefits | \$ 64,510 | \$ 64,510 | | |
| 23 | Operating Expense | \$ 42,000 | \$ 42,000 | | |
| 24 | Subtotal | \$ 106,510 | \$ 106,510 | | |
| 25 | Indirect Percentage | | 15.00% | | |
| 26 | Indirect Cost (Line 24 X Line 25) | \$ 15,976 | \$ 15,976 | | |
| 27 | Other Expenses (Not subject to Indirect %) | \$ 21,000 | \$ 21,000 | | |
| 28 | Capital Expenditure | \$ 1,375,950 | \$ 1,375,950 | | |
| 29 | Total Expenditures | \$ 1,519,436 | \$ 1,519,436 | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | HSH Revenues (select) | | | | |
| 33 | Prop C - One-time Start-Up | \$ 1,519,436 | \$ 1,519,436 | | |
| 34 | Total HSH Revenues | \$ 1,519,436 | \$ 1,519,436 | | |
| 35 | | | | | |
| 36 | Other Revenues (to offset Total Expenditures) | \$ - | \$ - | | |
| 37 | Rental Income | \$ - | \$ - | | |
| 38 | Total Other Revenues | \$ - | \$ - | | |
| 39 | | | | | |
| 40 | | | | | |
| 41 | | | | | |
| 42 | Total HSH + Other Revenues | \$ 1,519,436 | \$ 1,519,436 | | |
| 43 | Rev-Exp (Budget Match Check) | \$ - | \$ - | | |
| 44 | | | | | |
| 45 | | | | | |
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| 50 | | | | | |
| 51 | Prepared by | Juana Nunley | | | |
| 52 | Phone | 6690245-4122 | | | |
| 53 | Email | jnunley@abode.org | | | |
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| | | A | D | AH |
|----|--|----------------------|----------------------|-----------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | |
| 2 | OPERATING DETAIL | | | |
| 3 | Document Date | | | |
| 4 | Provider Name | | | |
| 5 | Program | | | |
| 6 | FSP Contract ID# | | | |
| 7 | Budget Name | | | |
| 8 | | | | |
| 9 | | Year 1 | All Years | |
| 10 | | 1/7/2025 - 6/30/2025 | 1/7/2025 - 6/30/2025 | |
| 11 | | New | New | |
| 12 | <u>Operating Expenses</u> | Budgeted Expense | Budgeted Expense | |
| 15 | Office Supplies, Postage | \$ 5,000 | \$ 5,000 | \$ 5,000 |
| 16 | Building Maintenance Supplies and Repair | \$ 21,000 | \$ 21,000 | \$ 21,000 |
| 17 | Printing and Reproduction | \$ 1,000 | \$ 1,000 | \$ 1,000 |
| 19 | Staff Training | \$ 6,000 | \$ 6,000 | \$ 6,000 |
| 20 | Staff Travel-(Local & Out of Town) | \$ 5,000 | \$ 5,000 | \$ 5,000 |
| 21 | Rental of Equipment | \$ 500 | \$ 500 | \$ 500 |
| 26 | Legal Services | \$ 3,500 | \$ 3,500 | \$ 3,500 |
| 43 | | | | \$ - |
| 54 | <u>Subcontractors (First \$25k Only)</u> | | | \$ - |
| 55 | | | | \$ - |
| 68 | TOTAL OPERATING EXPENSES | \$ 42,000 | \$ 42,000 | \$ 42,000 |
| 69 | | | | |
| 70 | <u>Other Expenses (not subject to indirect cost %)</u> | | | |
| 71 | Welcome Kits | \$ 21,000 | \$ 21,000 | \$ 21,000 |
| 84 | TOTAL OTHER EXPENSES | \$ 21,000 | \$ 21,000 | \$ 21,000 |

| | | A | D | AH |
|-----|--|---------------|------------------|------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | |
| 2 | OPERATING DETAIL | | | |
| 3 | Document Date | | | |
| 4 | Provider Name | | | |
| 5 | Program | | | |
| 6 | FSP Contract ID# | | | |
| 7 | Budget Name | | | |
| 8 | | | | |
| 9 | | Year 1 | All Years | |
| 85 | | | | |
| 86 | Capital Expenses | | | |
| 87 | Cameras Installation, Front Desk Installation | \$ 124,200 | \$ 124,200 | \$ 124,200 |
| 88 | Lease Up Office Temporary Setup - 2nd Floor | \$ 76,800 | \$ 76,800 | \$ 76,800 |
| 89 | Lease Up Office Temporary Setup - 1st Floor | \$ 300,000 | \$ 300,000 | \$ 300,000 |
| 90 | Office Furnishings & PM Staff Equipment | \$ 17,200 | \$ 17,200 | \$ 17,200 |
| | Furniture, Fixtures and Equipment for Unit Turnovers & | | | |
| 91 | Appliances | \$ 155,000 | \$ 155,000 | \$ 155,000 |
| 92 | IT Setup | \$ 40,000 | \$ 40,000 | \$ 40,000 |
| 93 | Pre Dev/ Pre Con | \$ 300,000 | \$ 300,000 | \$ 300,000 |
| | Luxer One Package System & Door Mechanism | | | |
| 94 | Changes | \$ 56,000 | \$ 56,000 | \$ 56,000 |
| 95 | Project Management Fee | \$ 81,750 | \$ 81,750 | \$ 81,750 |
| 96 | ADA Units | \$ 150,000 | \$ 150,000 | \$ 150,000 |
| 97 | Guard Rail Repair & Balcony Fencing Replacement | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 98 | | | | |
| 99 | TOTAL CAPITAL EXPENSES | \$ 1,375,950 | \$ 1,375,950 | \$ 1,375,950 |
| 100 | | | | |
| 101 | HSH #3 | | | 7/26/2022 |

Fiscal Year Start 1/7/2025 Fiscal Term End 6/30/2025

BUDGET NARRATIVE Start Up Fiscal Year FY24-25 - Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

| Salaries & Benefits | Adjusted Budgeted FTE | Budgeted Salary | Justification | Calculation | Employee Name |
|--|-----------------------|-----------------|--|----------------------|----------------|
| Property Manager | 0.25 | \$ 19,760 | Property Manager in start up at 3 months 10/1/24-12/31/24 | \$6586.67 @ 3 months | TBD |
| Assistant Property Manager (Day Desk)/Tues-Saturday) | 0.17 | \$ 10,400 | Asst Property Manager as the day desk to setup front desk and support manager in start up at 2 months 11/7/24-12/31/24 | \$5200 @ 2 months | TBD |
| Wednesday Desk Clerk (Sewing) | 0.04 | \$ 2,343 | Training in start up at 2 weeks 12/15/24-12/31/24 | \$2343.46 @ 5 months | TBD |
| Thursday Desk Clerk (Sewing) | 0.04 | \$ 2,343 | Training in start up at 2 weeks 12/15/24-12/31/24 | \$2343.46 @ 5 months | TBD |
| Maintenance Technician II | 0.08 | \$ 5,949 | Maintenance in start up at 1 month 12/1/24-12/31/24 | \$5948.93 @ 1 month | TBD |
| Janitor / Mon-Fri | 0.04 | \$ 2,343 | Training in start up at 2 weeks 12/15/24-12/31/24 | \$2343.46 @ 5 months | TBD |
| Property Supervisor | 0.06 | \$ 6,484 | Property Supervisor in start up at 3 months 10/1/24-12/31/24 | \$6586.67 @ 3 months | Jasmine Carter |
| TOTAL | 0.69 | \$ 49,623 | | | |

Employee Fringe Benefits \$ 14,887 salaries. Includes FICA, SSUI, Workers Compensation and Medical calculated at 30% of total.

Salaries & Benefits Total \$ 64,510

| Operation Expenses | Budgeted Expense | Justification | Calculation |
|--|------------------|---|-------------------|
| Office Supplies, Postage | \$ 5,000 | \$5000 Office Supplies | \$1667 @ 3 months |
| Building Maintenance Supplies and Repair | \$ 21,000 | \$2000 Bed Bug Oven, Start-up Maint, Tools & Equipment and Janitorial Supplies \$15K, \$1000 Key, Card Supplies | \$7000 @ 3 months |
| Printing and Reproduction | \$ 1,000 | Printing \$1000 | \$333 @ 3 months |
| Staff Training | \$ 6,000 | Staff Training \$6000 - population specific training and materials with CSH & Consultant, health and safety, learn-reduction, LGBT& Transgender Identity and Sensitivity Training for | \$2000 @ 3 months |
| Staff Travel (Local & Out of Town) | \$ 5,000 | Staff Travel \$5000 - on the ground lunch support to staff | \$1667 @ 3 months |
| Rental of Equipment | \$ 500 | \$500 Ricoh initial setup | \$167 @ 3 months |
| Legal Services | \$ 3,500 | Lease agreement, legal collateral material, vital documents translated | \$1167 @ 3 months |
| TOTAL OPERATING EXPENSES | \$ 42,000 | | |
| Indirect Cost | 15.0% | \$ 6,300 | |

Other Expenses (not subject to indirect cost %) Amount

| Other Expenses (not subject to indirect cost %) | Amount | Justification | Calculation |
|---|-----------|---|-------------------|
| Welcome Kits | \$ 21,000 | Initial Welcome Kits \$21K coordinated with Lyric | \$7000 @ 3 months |
| TOTAL OTHER EXPENSES | \$ 21,000 | | |

Capital Expenses

| Capital Expenses | Amount | Justification | Calculation |
|---|--------------|--|----------------------|
| Lease Up Office Temporary Setup - 2nd Floor | \$ 76,800 | Set up a temporary office space with cubicles on the 2nd floor during construction (12 temporary cubicle workspaces (\$30K) and 2 temporary private meeting rooms (\$6,800)) \$30K for temp network wiring and electrical connections for temporary Lyric and APM office needs to provide internet and power to the cubicles during construction of permanent offices for 3 of 7 months. Does not include chairs or file cabinets. | \$22,267 @ 3 months |
| Lease Up Office Temporary Setup - 1st Floor | \$ 300,000 | Set up a temporary office space with cubicles and construct a rest room on the 1st floor during construction of permanent offices on the 1st floor. Includes IT equipment, temporary FF&E and wiring from 2nd floor to 1st floor. Does not include chairs or file cabinets. | \$75,000 @ 4 months |
| Office Furnishings & PM Staff Equipment | \$ 17,200 | Permanent for Abode only; purchase the 2nd floor office furnishings (i.e., file cabinets, chairs, tables, etc.) for the office/conference rooms only; equipment for front desk computer/monitor, PM, APM, Maint Tech, and 1 Kiosk for janitors - 7.25 FTE or technology equipment (\$17,200) | \$12,733 @ 3 months |
| Furniture, Fixtures and Equipment for Unit Turnovers & A) | \$ 155,000 | Unit turn-over desks, chairs, mattresses, light turnover at 20 units (\$150K first year only; \$5K to replace mini lg to combo (10 only) | \$51,667 @ 3 months |
| Cameras Installation, Front Desk Installation | \$ 124,200 | Installation of the camera system for property oversight and security (\$120K); front desk installation (\$4,200) that is currently not setup | \$41,400 @ 3 months |
| IT Setup | \$ 40,000 | IT setup; permanent work needed to install equipment in the IDF rooms to provide wireless connectivity and server racks for the bldg (i.e. IT Data rack, network switch, wiring of Abode access (\$40K)). Note: resident access points removed @ \$20K due to City fiber program to be established by HSR per 7/29/24 meeting; all IT setup is permanent work | \$13,333 @ 3 months |
| Lever One Package System & Door Mechanism Changes | \$ 56,000 | Lever package and delivery systems (i.e. hardware, installation, shipping, software) (\$20K); door lock mechanism changes (\$36,000) from hotel to residential environment | \$18,667 @ 3 months |
| ADA Units | \$ 150,000 | Convert 3 units to ADA compliant (\$50,000 unit x 3 units) | \$50,000 @ 3 months |
| Guard Rail Repair & Balcony Fencing Replacement | \$ 75,000 | Top floor - extended pleglass screening and guardrail repairs to keep skyline views (\$50K); balconies - add bracketing, with full replacement of 7ft fabricated fencing for 6 balconies @ \$25K | \$25,000 @ 3 months |
| Project Management Fee | \$ 81,750 | Agreement not to exceed \$81,750 for project management of camera installation and front desk installation (\$124,200); IT Setup (\$40,000); Lever package system and door mechanism changes (\$150,000); ADA units (\$150,000); temporary office temporary fencing replacement (\$75,000); lease up office temporary setup - 1st floor (\$300,000). | \$27,250 @ 3 months |
| Pre Dev Pre Con | \$ 300,000 | Reference Appx A-1 for scope of Pre Dev/Pre Con work | \$100,000 @ 3 months |
| TOTAL CAPITAL EXPENSES | \$ 1,375,950 | | |

| | A | B | C | D | G | J | M | P | S | AK |
|----|---|---|---------------|------------------|------------|------------|------------|------------|------------|--------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | |
| 3 | Document Date | 1/7/2025 | | | | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | | | | |
| 5 | Current Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 6 | Amended Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 7 | Provider Name | Abode Property Management | | | | | | | | |
| 8 | Program | South of Market Transitional Age Youth Permanent Supportive Housing | | | | | | | | |
| 9 | FSP Contract ID# | 1000033445 | | | | | | | | |
| 10 | Action (select) | New Agreement | | | | | | | | |
| 11 | Effective Date | 1/7/2025 | | | | | | | | |
| 12 | Budget Name | General Fund | | | | | | | | |
| 13 | | Current | New | | | | | | | |
| 14 | Term Budget | \$ - | \$ 2,194,000 | | | | | | | |
| 15 | Contingency | \$ - | \$ 2,362,877 | | | | | | | |
| 16 | Not-To-Exceed | \$ - | \$ 14,177,264 | | | | | | | |
| 17 | | | | | | | | | | |
| 18 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 20 | | | | | | | | | | |
| 21 | Expenditures | | | | | | | | | |
| 27 | Other Expenses (Not subject to indirect %) | \$ 442,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 2,194,000 |
| 28 | Capital Expenditure | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 29 | Admin Cost (HUD Agreements Only) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 30 | Total Expenditures | \$ 442,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 2,194,000 |
| 31 | | | | | | | | | | |
| 32 | HSH Revenues (select) | | | | | | | | | |
| 36 | General Fund | \$ 442,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 2,194,000 |
| 42 | Total HSH Revenues | \$ 442,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 2,194,000 |
| 43 | Other Revenues (To offset Total Expenditures) | | | | | | | | | |
| 44 | Rental Income | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 49 | Total Other Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 50 | | | | | | | | | | |
| 51 | Total HSH + Other Revenues | \$ 442,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 438,000 | \$ 2,194,000 |
| 52 | Rev-Exp (Budget Match Check) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 54 | | | | | | | | | | |
| 55 | Prepared by | Juana Nunley | | | | | | | | |
| 56 | Phone | 6690245-4122 | | | | | | | | |
| 57 | Email | Jnunley@abode.org | | | | | | | | |

Fiscal Term Start 1/7/2025 Fiscal Term End 6/30/2025

BUDGET NARRATIVE Fiscal Year FY24-25 <- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

General Fund

| <u>Other Expenses (not subject to indirect cost. %)</u> | <u>Amount</u> | <u>Justification</u> | <u>Calculation</u> |
|---|-------------------|---|--------------------|
| SOMA Ambassadors Security | \$ 292,000 | SOMA West CBD security prorated for Year 1. \$36,500/mo | Provided by APM |
| | \$ 150,000 | Security costs for Year 1. | Provided by APM |
| TOTAL OTHER EXPENSES | \$ 442,000 | | |

| | A | B | C | D | G | J | M | P | S | AK |
|----|---|---|----------------------|----------------------|----------------------|----------------------|----------------------|---|---|----|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | | | | |
| 2 | APPENDIX B, BUDGET | | | | | | | | | |
| 3 | Document Date | 1/7/2025 | | | | | | | | |
| 4 | Contract Term | Begin Date | End Date | Duration (Years) | | | | | | |
| 5 | Current Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 6 | Amended Term | 1/7/2025 | 6/30/2029 | 5 | | | | | | |
| 7 | Provider Name | Abode Property Management | | | | | | | | |
| 8 | Program | South of Market Transitional Age Youth Permanent Supportive Housing | | | | | | | | |
| 9 | FSP Contract ID# | 1000033445 | | | | | | | | |
| 10 | Action (select) | New Agreement | | | | | | | | |
| 11 | Effective Date | 1/7/2025 | | | | | | | | |
| 12 | Budget Name | Reserves | | | | | | | | |
| 13 | | Current | New | | | | | | | |
| 14 | Term Budget | \$ - | \$ 1,135,000 | | | | | | | |
| 15 | Contingency | \$ - | \$ 2,362,877 | | | | | | | |
| 16 | Not-To-Exceed | \$ - | \$ 14,177,264 | | | | | | | |
| 17 | | | | | | | | | | |
| 18 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 20 | | | | | | | | | | |
| 21 | Expenditures | | | | | | | | | |
| 27 | Other Expenses (Not subject to indirect %) | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | All Years | | | |
| 28 | Capital Expenditure | 1/7/2025 - 6/30/2025 | 7/1/2025 - 6/30/2026 | 7/1/2026 - 6/30/2027 | 7/1/2027 - 6/30/2028 | 7/1/2028 - 6/30/2029 | 1/7/2025 - 6/30/2029 | | | |
| 29 | Admin Cost (HUD Agreements Only) | New | New | New | New | New | New | | | |
| 30 | Total Expenditures | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 1,135,000 | | | |
| 31 | | | | | | | | | | |
| 32 | HSH Revenues (select) | | | | | | | | | |
| 33 | Prop C | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 1,135,000 | | | |
| 42 | Total HSH Revenues | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 1,135,000 | | | |
| 43 | Other Revenues (to offset Total Expenditures) | | | | | | | | | |
| 44 | Rental Income | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| 49 | Total Other Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| 50 | | | | | | | | | | |
| 51 | Total HSH + Other Revenues | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 1,135,000 | | | |
| 52 | Rev-Exp (Budget Match Check) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| 54 | | | | | | | | | | |
| 55 | Prepared by | Juana Nunley | | | | | | | | |
| 56 | Phone | 6690245-4122 | | | | | | | | |
| 57 | Email | jnunley@abode.org | | | | | | | | |

| | A | D | G | J | M | P | AH |
|----|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 1 | DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING | | | | | | |
| 2 | OPERATING DETAIL | | | | | | |
| 3 | Document Date | | | | | | |
| 4 | Provider Name | | | | | | |
| 5 | Program | | | | | | |
| 6 | FSP Contract ID# | | | | | | |
| 7 | Budget Name | | | | | | |
| 8 | | | | | | | |
| 9 | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | All Years |
| 10 | | 1/1/2025 - 6/30/2025 | 7/1/2025 - 6/30/2026 | 7/1/2026 - 6/30/2027 | 7/1/2027 - 6/30/2028 | 7/1/2028 - 6/30/2029 | 1/1/2025 - 6/30/2029 |
| 11 | | New | New | New | New | New | New |
| 12 | Operating Expenses | Budgeted Expense | Budgeted Expense | Budgeted Expense | Budgeted Expense | Budgeted Expense | Budgeted Expense |
| 69 | | | | | | | |
| 70 | Other Expenses (not subject to indirect cost %) | | | | | | |
| 71 | Operating Reserve | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 1,000,000 |
| 72 | Replacement Reserve | \$ 27,000 | \$ 27,000 | \$ 27,000 | \$ 27,000 | \$ 27,000 | \$ 135,000 |
| 83 | | | | | | | |
| 84 | TOTAL OTHER EXPENSES | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 227,000 | \$ 1,135,000 |
| 85 | | | | | | | |
| 96 | | | | | | | |
| 97 | HS# #3 | | | | | | 7/26/2022 |

Fiscal Term Start 1/7/2025 Fiscal Term End 6/30/2025

BUDGET NARRATIVE Fiscal Year FY24-25 <- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

Reserves

| <u>Other Expenses (not subject to indirect cost. %)</u> | <u>Amount</u> | <u>Justification</u> | <u>Calculation</u> |
|---|-------------------|--|--------------------|
| Operating Reserve | \$ 200,000 | Per Negotiations with HSH leadership and APM | See Justification |
| Replacement Reserve | \$ 27,000 | Per Negotiations with HSH leadership and APM | See Justification |
| | \$ - | | |
| TOTAL OTHER EXPENSES | \$ 227,000 | | |

Appendix C, Method of Payment

I. Funding Approval Process

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

- A. Annual Operating Budget, Property Management Plan, Preventative Maintenance Plan Submission: No later than January 1 of each City fiscal year of the Term (“Operating Year”), Grantee will prepare and submit to the City a revised Annual Operating Budget covering the upcoming City fiscal year, in the same format as Appendix B, Budget(s) attached hereto, for City’s approval. The Annual Operating Budget will be based on the anticipated Project Income and a detailed estimate of all anticipated Project Expenses, as well as any other requested information by City, and Annual Operating Subsidy. The Annual Operating Budget must include the anticipated costs of general maintenance and repair as described in Section 5.10 of the Ground Lease Agreement. In conjunction with its submission of the Annual Operating Budget, Grantee will also submit an annual property management plan (“Property Management Plan”) and an annual preventative maintenance plan and schedule (“Preventative Maintenance Plan”) for City approval.
- B. City Review and Approval of Annual Operating Budget, Property Management Plan, Preventative Maintenance Plan: No later than July 1 of each Operating Year, City will review and if necessary, revise the proposed Annual Operating Budget, Property Management Plan, and Preventative Maintenance Plan. City expects to review and provide initial feedback to Grantee regarding the proposed Annual Operating Budget, Property Management Plan, and Preventative Maintenance Plan by March 1 of each Operating Year. City has the right to audit any and all financial records of Grantee relating to Project Income, Project Expenses, Annual Operating Budget, Property Management Plan, Preventative Maintenance Plan, or any other Grantee files relating to the Premises at any time. City approval of the Annual Operating Budget will remain subject to the budget and fiscal provisions of the City's Charter and sufficient appropriated authority for the applicable fiscal year in the sole discretion of the Mayor and the Board of Supervisors, in accordance with the Agreement. City may adjust the Annual Operating Budget based on the end of Operating Year reconciliation, as described in Appendix B, Budget(s).
- C. Grantee Payment of Project Expenses: Grantee will timely pay and then bill City for actual monthly Project Expenses in conformity with the City-approved Annual Operating Budget and as described below. Grantee may adjust budget line items in the City-approved Annual Operating Budget by no more than 10% to pay for actual Project Expenses; any adjustments to the budget line items in the City-approved Annual Operating Budget that exceed 10% will require the prior approval of City in CARBON. Notwithstanding the foregoing, under no circumstances will City payment to Grantee exceed the total not-to-exceed amount set forth in the Agreement. Any City payments to Grantee will be paid to Grantee’s Project Operating Account.

II. Reimbursement for Actual Costs: In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.

III. General Instructions for Invoice Submittal: Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.

- A. Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
- C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee’s ability to apply for future funding or requests for additional funding.

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

E. Invoicing System:

- 1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)’s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.

F. Spend Down

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
3. Failure to spend Grant funding monthly and annually may result in reductions to future allocations and may impact future advance. HSH may set specific spend down targets and communicate those to Grantees.

G. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) and summarized in excel;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., grantee, client, Protected Health Information (PHI), Personally Identifiable Information (PII));
 - d. Include only subcontracted costs that are reflected in Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in Appendix B, Budget(s). All subcontractors must also be listed as Approved Subcontractors;
 - e. Include only documentation that pertains to Appendix B, Budget(s) that is being invoiced. Grantee shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Grantee's cost allocation plan.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

| General Fund/Our City Our Home (Prop C) | |
|---|---|
| Type | Instructions and Examples of Documentation |
| Salaries & Benefits | <p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a personnel report in excel format that itemizes all payroll costs included in the invoice, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p> |
| Operating | <p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any single expense within the Operating budget category that exceed \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in excel format that itemizes all costs included in each operating invoice line, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p> |
| Operating - Direct Assistance | <p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a detailed summary report in excel format, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds per the established program policy.</p> |

| General Fund/Our City Our Home (Prop C) | |
|---|--|
| Type | Instructions and Examples of Documentation |
| Capital and/or One-Time Funding | Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation shall include, but is not limited to, a detailed summary report in excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases. |
| Revenue | Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted. |
| Security Deposits | Grantee shall maintain and provide documentation for all security deposits each time an invoice is submitted. Security deposits should be kept in the Security Deposit Account such that the monthly security deposit statements can be easily reconciled to the monthly bank statement. Documentation shall include monthly bank statement, monthly security deposit statements (tracks by grantee and unit, the security deposit amount, type of grantee (i.e., FMR, Flexible Housing Subsidy client), to whom the deposit is owed if the grantee vacates their unit, and monthly change in overall liability), and individual security deposit refund statements for any refunds made that month. |

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee’s compliance with HSH's invoicing requirements.

IV. Project Reserves: City will hold any required operating and replacement reserves unless otherwise agreed to by City and Grantee. Such reserves will be listed in Appendix B, Budget approved by City. Absent of Emergency Repairs as described in Section 5.7.5. of the Ground Lease Agreement, Grantee must receive written approval from City before incurring any costs against the reserves included in Appendix B, Budget. Once approved, City will allow Grantee to bill against the reserve budget line item/s in CARBON in the next monthly invoice. City approval will use such reserves, in accordance with the general principles described below. City may require other information from the Grantee to analyze the requested reallocation including but not limited to a variance analysis between projected annual income and expenses and actual annual income and expenses, and explanations for the cause of any significant variances.

A. Operating Reserve:

City may approve release of an operating reserve solely to alleviate cash shortages resulting from unanticipated and unusually high, yet justified unbudgeted maintenance expenses, unknown costs at the time of Appendix B, Budget approval (including any and all real estate taxes and assessments), increases to utility costs, abnormally high vacancies and other expenses that that are justified as costs greater than the approved Annual Operating Budget.

B. Replacement Reserve:

City may approve release of a replacement reserve solely to fund unusual replacement and repairs, such replacing, repairing or relocation costs due to unanticipated and emergency maintenance and repairs in accordance with Section 5.7.5. of the Agreement, replacing furniture, fixtures or equipment of the Project.

V. **Advances or Prepayments:** No later than July 10 of each Operating Year, HSH will deposit into the Grantee's Project Operating Account an annual advance equivalent to 16.67% of the Annual Operating Subsidy ("Annual Advance"), based on the latest City-approved Annual Operating Budget. Grantee may draw on the Annual Advance to pay for the initial Project Expenses incurred prior to submitting the first month's invoice in CARBON (as described below) and receiving reimbursement from the City for each Operating Year.

A. Advance Requirements:

Once the Agreement is certified, Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Repayment Process:

1. The advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated to ensure cash flow and repayment.

2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

VI. End of Operating Year Reconciliation Process

- A. No later than May 1 of each Operating Year, In the case where advance spend down cannot be fully recovered, by deducting actual expenditures from the Grantee's monthly invoices, by the end of the fiscal year, Grantee shall repay HSH any outstanding balance via check or wire in the amount verified by HSH contracts. Grantee shall make the repayment after the final invoice of the fiscal year has been approved.

Grantee will provide to City a variance analysis of the current Annual Operating Budget, including a budget-to-actual comparison of the Project Expenses, Project Income, and Annual Operating Subsidy for the Operating Year from July 1 through May 1 and projected (based on the actual costs) for May and June of that Operating Year. This end of Operating Year reconciliation will be used to make any necessary adjustments to the proposed Annual Operating Budget for final City review and approval.

- B. By the end of each fiscal year, Grantee must either 1) fully spend the Annual Advance to pay actual Project Expenses, or 2) repay any City-confirmed outstanding Annual Advance balance as directed by City.

- VII. Timely Submission of Reports and Compliance:** If a Grantee has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with monthly invoicing. Failure to submit required information or comply by specified deadlines may result in HSH withholding payments.

EXHIBIT 1