

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

BUDGET AND FINANCE COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Sandra Lee Fewer, Chair
Budget and Finance Committee

FROM: Linda Wong, Assistant Clerk

DATE: December 9, 2019

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, December 10, 2019

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting on Tuesday, December 10, 2019, at 2:00 p.m. This item was acted upon at the Special Committee Meeting on Friday, December 6, 2019, at 10:00 a.m., by the votes indicated.

Item No. 39 File No. 191131

Resolution authorizing the Mayor's Office of Housing and Community Development to accept and expend a grant in the amount of \$300,000 from the California Department of Housing and Community Development to provide funding to support the growth, expansion, or creation of a Westside based nonprofit community organization dedicated to preserving and expanding affordable housing, as well as supporting small businesses and nonprofit organizations on the west side of San Francisco (Districts 1, 4, and 7) for the period to commence upon Department of Housing and Community Development approval through June 30, 2022.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Sandra Lee Fewer - Aye
Supervisor Catherine Stefani - Aye
Supervisor Rafael Mandelman - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Jon Givner, Deputy City Attorney
Alisa Somera, Legislative Deputy Director

File No. 191131

Committee Item No. 1

Board Item No. 39

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date December 6, 2019

Board of Supervisors Meeting

Date December 10, 2019

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date November 26, 2019

Completed by: Linda Wong

Date December 9, 2019

1 [Accept and Expend Grant - California Department of Housing and Community Development -
2 Westside Community Development Planning Grant - \$300,000]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development to**
4 **accept and expend a grant in the amount of \$300,000 from the California Department of**
5 **Housing and Community Development to provide funding to support the growth,**
6 **expansion, or creation of a Westside based nonprofit community organization**
7 **dedicated to preserving and expanding affordable housing, as well as supporting small**
8 **businesses and nonprofit organizations on the west side of San Francisco (Districts 1,**
9 **4, and 7) for the period to commence upon Department of Housing and Community**
10 **Development approval through June 30, 2022.**

11
12 WHEREAS, Pursuant to Item 2240-103-0001 of Section 2.00 of the Budget Act of 2019
13 (Chapter 23 of the Statutes of 2019), the California Department of Housing and Community
14 Development (“HCD”) shall distribute \$300,000 to the City and County of San Francisco
15 (“City”) for the Westside Community Development Planning grant (“Grant”); and

16 WHEREAS, The Grant will provide funding to support the growth, expansion or
17 creation of a Westside based nonprofit community organization dedicated to preserving and
18 expanding affordable housing, as well as supporting small business and nonprofit
19 organizations on the West Side of San Francisco (Districts 1, 4, and 7); and

20 WHEREAS, Key activities of the grantee may include (1) identify recommended next
21 steps to grow and expand existing capacity for community development and affordable
22 housing preservation and expansion on San Francisco’s West Side; (2) identify and engage
23 organizational stakeholders to participate in growing the capacity for West Side community
24 development entities; (3) assess long-term opportunities in Districts 1, 4, and 7 with regards to
25 small site acquisition, new affordable housing development and community stabilization, and

1 the capacity required to address this need; (4) support community development entities with a
2 business plan; and (5) explore policy questions regarding the model of small site acquisition,
3 rehabilitation, ownership, operations, management, and leveraging other financing sources;
4 now, therefore, be it

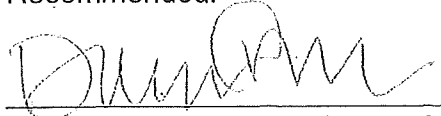
5 RESOLVED, That the Board of Supervisors hereby authorizes the Director of the
6 Mayor's Office of Housing and Community Development, or his or her designee, on behalf of
7 the City, to conduct all negotiations, sign and submit all documents, including, but not limited
8 to applications, agreements, amendments, and payment requests, which may be necessary
9 for the completion of the Grant scope, and accept and expend the award of \$300,000; and, be
10 it

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

13 FURTHER RESOLVED, That the City hereby agrees to use the \$300,000 funds for
14 eligible activities in accordance with the Standard Agreement.

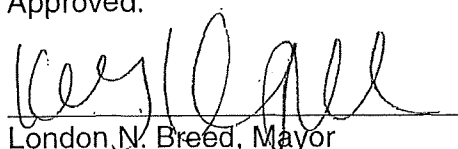
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Recommended:



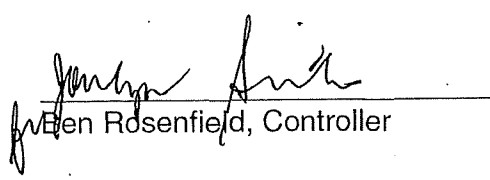
Daniel Adams, Acting Director, MOHCD

Approved:



London N. Breed, Mayor

for



Ben Rosenfield, Controller

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

Grant Resolution Information Form
(Effective July 2011)

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

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

1. **Grant Title:** Westside Community Development Planning Grant

2. **Department:** Mayor's Office of Housing

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

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

Approved by funding agency

Not yet approved

5. **Amount of Grant Funding Approved or Applied for:** \$300,000

6a. **Matching Funds Required:** N/A

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

7a. **Grant Source Agency:** California Department of Housing and Community Development

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

8. **Proposed Grant Project Summary:** Creation of a Westside based nonprofit community organization dedicated to preserving and expanding affordable housing, as well as supporting small business and nonprofit organizations on the West Side of San Francisco (Districts 1, 4 and 7)

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

Start-Date: Upon Approval

End-Date: June 30, 2020

10a. **Amount budgeted for contractual services:** None

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

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

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

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

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

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

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

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. **If no indirect costs are included, what would have been the indirect costs?** None.

12. Any other significant grant requirements or comments: N/A

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

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

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

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

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

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

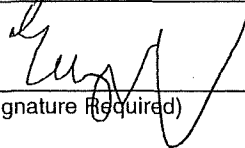
Comments:

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

Eugene Flannery
(Name)

Environmental Compliance Manager
(Title)

Date Reviewed: 10-22-14

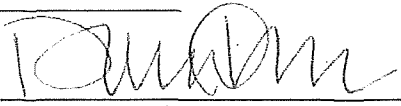

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Dan Adams
(Name)

Acting Director
(Title)

Date Reviewed: 10/23/14


(Signature Required)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION

Business and Contract Services Branch

Contracts Office

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6928 / FAX (916) 263-6917

www.hcd.ca.gov



October 1, 2019

Benjamin McCloskey

Attn: MOHCD

1 South Van Ness, 5th Floor

San Francisco, CA 94103

RE: City and County of San Francisco - 19-GFD-13011

Dear Mr. McCloskey:

Pursuant to the 2019-20 California Budget Act, the City and County of San Francisco has been allocated \$300,000 for the Westside Community Development Planning Grant. This award is payable from the General Fund. Attached is an electronic copy of the Standard Agreement ("Agreement") with Exhibits A through C:

A. Standard Agreement Contents (STD 213 and Exhibits A through C)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C* - State of California General Terms and Conditions - GTC 04/2017

**Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete one of the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized to receive funds must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page(s). All signatures

must be original and in blue ink. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original signatures with wet, blue ink; do not return the Exhibits to HCD.
5. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

**Department of Housing and Community Development
Business & Contract Services Branch
Attn: Contracts Office
2020 West El Camino Avenue, Suite 130
Sacramento, CA 95833**
6. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Program Manager Andrew Pecota at (916) 263-1539 or Andrew.Pecota@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Cettina Rios
Contract Analyst

Attachment

cc: Andrew Pecota, Program Manager

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-GFD-13011	PURCHASING AUTHORITY NUMBER (if applicable)
----------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME:
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City and County of San Francisco

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2020

3. The maximum amount of this Agreement is:
\$300,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	State of California General Terms and Conditions	0
Exhibit E	Special Conditions	0
Exhibit F	Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED		6 pages

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City and County of San Francisco

CONTRACTOR BUSINESS ADDRESS 1 South Van Ness Avenue, Fifth Floor. Attn: MOHCD	CITY San Francisco	STATE CA	ZIP 94103
--	-----------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING _____ TITLE _____

CONTRACTOR AUTHORIZED SIGNATURE _____ DATE SIGNED _____

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING
Synthia Rhlnehart

TITLE
Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE _____ DATE SIGNED _____

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

City and County of San Francisco
19-GFD-13011
Page 1 of 1

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

Pursuant to item 2240-103-0001 of section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) (the "Statute"), (the "Department") shall allocate the designated funding to the specified city, county, or city and county, or other entity, as enumerated in the Statute. (Exhibit B) This Agreement is entered into under the authority of, and in furtherance of the purposes of, the Statute.

2. Purpose

In accordance with the authority cited above, the Department shall distribute \$300,000 to the City and County of San Francisco.

3. Scope of Work

The City and County of San Francisco shall use \$300,000 of this funding for the Westside Community Development Planning grant.

4. Monitoring

The City and County of San Francisco shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of three years.

EXHIBIT B

City and County of San Francisco
19-GFD-13011
Page 1 of 1

Budget Detail and Payment Provisions

The Budget Act of 2019

2240-103-0001—For local assistance, Department of Housing and Community
Development..... 25,700,000

Schedule:

1665-Financial Assistance Program.....25,700,000

Provisions:

(1-9 omitted)

10. Of the amount appropriated in this item, \$300,000 shall be available for the City and County
of San Francisco for the Westside Community Development Planning grant.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials; or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION**

2020 W. El Camino Avenue, Suite 330, 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



July 31, 2019

City and County of San Francisco
Attn: Benjamin McCloskey, Deputy Director
1 South Van Ness, 5th Floor
San Francisco, CA 94103

Dear Mr. McCloskey:

Pursuant to the 2019-20 California Budget Act, the City and County of San Francisco has been allocated \$300,000 for the Westside Community Development Planning Grant. This award is payable from the General Fund.

The Department of Housing and Community Development requires a current Payee Data Record and an invoice from your organization to begin the process of disbursing these funds. A Payee Data Record and sample invoice are enclosed. A standard Agreement will also be required.

Please contact Andrew Pecota, Budget Analyst, at (916) 263-1539 or by email at Andrew.Pecota@hcd.ca.gov for further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Russell G. Fong".

Russell G. Fong
Deputy Director

Enclosure

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>		
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <hr/> <p>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS</p> <hr/> <p>MAILING ADDRESS BUSINESS ADDRESS</p> <hr/> <p>CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE</p>		
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/> - <input type="text"/></p> <p><input type="checkbox"/> PARTNERSHIP CORPORATION:</p> <p><input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p> <input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p> <input type="checkbox"/> EXEMPT (nonprofit)</p> <p> <input type="checkbox"/> ALL OTHERS</p> <hr/> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="text"/> - <input type="text"/></p> <p> ENTER SOCIAL SECURITY NUMBER:</p> <p style="text-align:center; font-size:small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>	
4	<p>PAYEE RESIDENCY STATUS</p> <p><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>		
5	<p style="text-align:center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <hr/> <p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) TITLE</p> <hr/> <p>SIGNATURE DATE TELEPHONE</p> <p style="text-align:right;">()</p>		
6	<p>Please return completed form to:</p> <p>Department/Office: <u>Housing and Community Development /Budget Office</u></p> <p>Unit/Section: <u>Ste. 330</u></p> <p>Mailing Address: <u>2020 W. El Camino Ave.</u></p> <p>City/State/Zip: <u>Sacramento, CA 95833</u></p> <p>Telephone: (916) <u>263-1539</u> Fax: ()</p> <p>E-mail Address: <u>andrew.pocota@hcd.ca.gov</u></p>		

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

Address and telephone

Organizational emblem

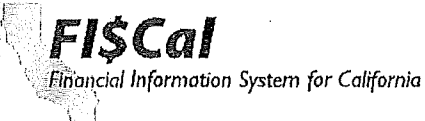
INVOICE XXXX **7.10.2019**

BILL TO	SHIP TO	INSTRUCTIONS
Housing & Community Development 2020 W. El Camino Ave, Suite 330 Sacramento, CA 95833	Same as recipient	FEIN – xx-xxxxxxx

QUANTITY	DESCRIPTION	TOTAL
1	A. xxxxxxxxxxx	\$x,xxx,xxx

Thank you for your assistance in
this matter. \$x,xxx,xxx

State of California
Financial Information System for California (FI\$Cal)
GOVERNMENT AGENCY TAXPAYER ID FORM
2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name

Remit-To Address (Street or PO Box)

City State Zip Code+4

Government Type: City County Special District Federal Other (Specify)

Federal Employer Identification Number (FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person Title

Phone number E-mail address

Signature Date

Proposed Budget
California Department of Housing and Community Development
Westside Community Development Planning Grant
Upon approval – June 30, 2020

Grantee	Project Description	Budget Amount
Unknown at this time—funds will be awarded in mid-November 2019.	Building Capacity for Community Development on the West Side of San Francisco : This grant will support growth, expansion, or creation of a Westside based nonprofit community organization dedicated to preserving and expanding affordable housing through the Small Sites Program, as well as supporting small business and nonprofit organizations on the West Side of San Francisco (Districts 1, 4 and 7).	\$300,000

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



London N. Breed
Mayor

Dan Adams
Acting Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: October 22, 2019

SUBJECT: Accept and Expend Resolution - Westside Community Development Planning Grant

GRANT TITLE: Westside Community Development Planning Grant

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

- Proposed resolution; original signed by Department, Mayor, Controller
- Grant information form
- Grant budget
- Award letter
- Other (Explain):

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2019 NOV - 5 PM 2:57
BY AK

Departmental representative to receive a copy of the adopted resolution:

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

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

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2019 NOV 9 PM 2:57
Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Topic submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Fewer

Subject:

[Accept and Expend Grant – Westside Community Development Planning Grant – \$300,000]

The text is listed:

Resolution authorizing the Mayor’s Office of Housing and Community Development to accept and expend a grant in the amount of \$300,000 from the California Department of Housing and Community Development for the period starting on the execution of the grant to June 30, 2022.

Signature of Sponsoring Supervisor:

Sanan A. Fewer

For Clerk's Use Only