

File No. 240231

Committee Item No. 8

Board Item No. 27

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date March 27, 2024

Board of Supervisors Meeting

Date April 2, 2024

Cmte Board

- Motion
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- 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
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OTHER (Use back side if additional space is needed)

- OCII Resolution No. 03-2024 1/16/2024
- OCII Resolution No. 02-2024 1/16/2024
- BOS Resolution No. 320-20 7/23/2020
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa

Date March 21, 2024

Completed by: Brent Jalipa

Date March 28, 2024

1 [Grant Agreement - Transbay 2 Senior, L.P. - Senior Operating Subsidy - Not to Exceed
2 \$18,290,441]

3 **Resolution approving and authorizing the Mayor and the Director of the Mayor’s Office**
4 **of Housing and Community Development (“MOHCD”) to execute a grant agreement**
5 **with Transbay 2 Senior, L.P. in the amount of \$18,290,441 for a 15 year and 3 month**
6 **term to provide operating subsidies for a 100% affordable housing project housing**
7 **extremely low-income seniors, effective upon approval of this Resolution; approving**
8 **the form of and authorizing the execution of the grant agreement; granting general**
9 **authority to City officials to take actions necessary to implement this Resolution, as**
10 **defined herein; and to authorize the Director of MOHCD to enter into amendments or**
11 **modifications to the grant agreement that do not materially increase the obligations or**
12 **liabilities to the City and are necessary to effectuate the purposes of the grant**
13 **agreement or this Resolution.**

14
15 WHEREAS, The City and County of San Francisco, acting through the Mayor’s Office
16 of Housing and Community Development (“MOHCD”), administers a variety of housing
17 programs that provide financing for the development of new affordable housing and the
18 rehabilitation of single- and multi-family housing for low- and moderate-income households
19 and resources for homeowners in San Francisco; and

20 WHEREAS, On January 16, 2024, the Commission of the Successor Agency to the
21 Redevelopment Agency of the City and County of San Francisco adopted (i) Resolution
22 No. 03-2024 approving an affordable housing ground lease with Transbay 2 Senior, L.P. (the
23 “Grantee”), and (ii) Resolution No. 02-2024 approving an Amended and Restated Loan
24 Agreement with Grantee in the amount of \$62,428,902, for construction and permanent
25

1 financing of a 100% affordable multifamily residential building consisting of 151 units,
2 including 150 units for low-income senior households (the “Project”) located at 200 Folsom
3 Street (commonly known as Transbay Block 2 West), and copies of the Successor Agency
4 Commission Resolutions are on file with the Clerk of the Board of Supervisors in File
5 No. 240231, and are incorporated herein by reference; and

6 WHEREAS, On July 21, 2020, through Resolution No. 320-20, the Board of
7 Supervisors authorized and delegated authority to MOHCD to accept and expend a grant
8 award in the amount up to \$52,308,210 under the California Department of Housing and
9 Community Development’s (“HCD”) Permanent Local Housing Allocation Program (“PLHA
10 Program”), which provides funding for counties to fund affordable multifamily housing; and

11 WHEREAS, Under the PLHA Program, MOHCD is authorized to provide a permanent,
12 project-based operating subsidy to affordable housing providers that provide housing for
13 extremely low-income households at 15% of median income or 25% of median income,
14 including transition reserves and administrative fees; and

15 WHEREAS, On March 1, 2024, the Citywide Loan Committee consisting of MOHCD,
16 Department of Homeless and Supportive Housing, the Office of Community Investment and
17 Infrastructure, and the Controller’s Office of Public Finance recommended approval to the
18 Mayor of a grant in an amount not to exceed \$18,290,441 to the Grantee for a term of 15
19 years and 3 months to subsidize 60 units at the Project housing extremely low income senior
20 households pursuant to the terms of a Grant Agreement substantially in the form on file with
21 the Clerk of the Board of Supervisors in File No. 240231, and in such final form as approved
22 by the Director of MOHCD; now, therefore, be it

23 RESOLVED, That in accordance with the recommendation of the Director of MOHCD,
24 the Board of Supervisors hereby approves the Grant Agreement substantially in the form on
25 file, and authorizes the Mayor and the Director of MOHCD or the Director’s designee to enter

1 into additions, amendments, or other modifications to the Grant Agreement (including, without
2 limitation, preparation and attachment of, or changes to, any of all of the exhibits and ancillary
3 agreements) and any other documents or instruments necessary in connection therewith, that
4 the Director determines, in consultation with the City Attorney, are in the best interest of the
5 City, do not materially increase the obligations or liabilities for the City or materially diminish
6 the benefits of the City, or are necessary or advisable to effectuate the purposes and intent of
7 this Resolution and are in compliance with all applicable laws, including the City Charter; and,
8 be it

9 FURTHER RESOLVED, That all actions authorized and directed by this Resolution and
10 heretofore taken are hereby ratified, approved and confirmed by this Board of Supervisors;
11 and, be it

12 FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully
13 executed by all parties, MOHCD shall provide each fully executed Grant Agreement to Clerk
14 of the Board of Supervisors for inclusion into the official file.

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Items 7 - 10 Files 24-0230, 24-0231, 24-0232 and 24-0233	Department: Mayor’s Office of Housing & Community Development
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolutions would approve four senior operating grant agreements for four affordable housing projects: 1296 Shotwell (File 24-0230), Transbay Block 2 West (File 24-0231), 4200 Geary (File 24-0232), and 1005 Powell (File 24-0233).

Key Points

- In July 2019, the Board of Supervisors established a Senior Operating Subsidies Program Fund (File 19-0684). The purpose of the fund is to account for monies used to subsidize affordable housing units set aside for seniors so that tenant rents in those units are between 15 and 25 percent of the area median income.
- In September 2021, the Board of Supervisors approved a resolution authorizing a grant agreement with the State Housing and Community Development that provided \$52.3 million in Permanent Local Housing Allocation funding (File 21-0875).

Fiscal Impact

- The total cost for the agreements is \$37.1 million, which is funded by State Permanent Local Housing Allocation (PLHA). The Department will apply the remaining \$15.2 million PLHA funding to other senior operating subsidy grants and administer the program.

Recommendation

- Approve the proposed resolutions.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) any modification of such contracts of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Senior Operating Subsidies Program and Funding

In July 2019, the Board of Supervisors established a Senior Operating Subsidies Program Fund (File 19-0684). The purpose of the fund is to account for monies used to subsidize affordable housing units set aside for seniors so that tenant rents in those units are between 15 and 25 percent of the area median income.

Between FY 2019-20 and FY 2023-24, the Board of Supervisors modified the Mayor’s proposed budget and reallocated funding that allowed the Mayor’s Office of Housing and Community Development (MOHCD) to provide senior operating subsidies. MOHCD used those funds to provide subsidies at 1296 Shotwell, subsidizing 40 of 94 units. MOHCD also funded senior operating subsidies at 735 Davis, subsidizing 13 of 53 units.¹

In September 2021, the Board of Supervisors approved a resolution authorizing a grant agreement with the State Housing and Community Development that provided \$52.3 million in Permanent Local Housing Allocation funding (File 21-0875). Funds are allocated over a five-year spending plan and each year has a five-year spending deadline.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would approve four senior operating grant agreements for four affordable housing projects, as shown in Exhibit 1.

¹ Between FY 2019-20 and FY 2023-24, Board add-backs totaled \$9.6 million for senior housing subsidies, of which \$5,067,562 was available for spending following re-allocations in each budget cycle. The initial subsidy grant for 1296 Shotwell was \$6.6 million and had a term December 2019 – December 2023. The subsidy grant for 735 Davis is \$1,716,823 and has a term of 15 years, beginning May 2021, and did not require BOS approval, per the delegated authority in Administrative Code Chapter 120.4(a). The Shotwell grant was partially funded by Board add-backs (totaling \$3.2 million and the Davis grant was funded by another portion of MOHCD’s General Fund budget. MOHCD plans to use remaining add-back funds for new SOS grants.

Exhibit 1: Proposed Senior Operating Subsidy Agreements

Project	Sponsor	Units	SOS Units	Subsidy	Term (years)	Start Date
1005 Powell (File 24-0233)	CCDC	64	35	\$6,209,204	15	July 2024
1296 Shotwell (File 24-0230)	CCDC/MEDA	94	40	\$4,820,042	11	Contract execution
4200 Geary (File 24-0232)	TNDC	98	30	\$7,795,022	15	Jan 2025
Transbay Block 2 West (File 24-0231)	CCDC	151	60	\$18,290,441	15	Oct 2025
Total		407	165	\$37,114,709		

Source: Proposed agreements and MOHCD

Notes: CCDC refers to Chinatown Community Development Corporation, MEDA refers to Mission Economic Development Agency, and TNDC refers to Tenderloin Neighborhood Community Development.

Start dates for 1005 Powel, 4200 Geary, and Transbay Block 2 West are estimated, as the contracts become effective when the first subsidized unit of each project is leased.

All units in each project are designated for seniors, however only a portion will be subsidized by the proposed grants. 4200 Geary has other subsidies for other units designated for senior veterans and formerly homeless seniors. 1296 Shotwell has other subsidies for formerly homeless senior units. Transbay Block 2 also has other subsidies for formerly homeless senior units.

Senior Operating Subsidy Program Rules

In 2023, MOHCD established policies to govern the Senior Operating Subsidy program, which include:

- Up to 40% of project units may be subsidized by Senior Operating Subsidies
- Subsidies reduce rents from 30% of 60% AMI to either 15% or 25% AMI
- Subsidized units must be restricted to tenants aged 62 and above
- Subsidies will have a term of 15 years, which allows project sponsors to obtain debt, if necessary
- Subsidies escalate by 4% per year

The proposed grants comply with these policies, with the following exceptions: (1) 54% of the 1005 Powell Street units are subsidized in order to maintain the financial condition of the project given the number of very low-income tenants there, and (2) the 1296 Shotwell agreement is 11 years rather than 15 years, in consideration of an initial subsidy agreement that had a term December 2019 – 2023.

Subsidy payments will be provided to projects sixty days after the contracts are executed and annually after that. To allow for the initial payments, the resolutions approving the Powell Street and Transbay Block 2 West grants are 15.5 and 15.25 years, respectively, as both projects are expected to begin to lease-up midway through the calendar year.

FISCAL IMPACT

The proposed agreements are funded by State Permanent Local Housing Allocation (PLHA). The agreements contain provisions that allow the City not to make subsidy payments if PLHA funding is not available and no other funds are appropriated.

PLHA state grants are provided in five-year increments. According to Mara Blitzer, MOHCD Special Projects Director, MOHCD plans to re-apply for PLHA funds once a new funding cycle is announced. As noted above, the proposed agreements total \$37.1 million. The Department will apply the remaining \$15.2 million PLHA funding to other senior operating subsidy grants and administer the program, as allowed under the State grant.

RECOMMENDATION

Approve the proposed resolutions.

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

SENIOR OPERATING SUBSIDY GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

Transbay 2 Senior, L.P., a California limited partnership

For

Transbay Block 2 West

THIS SENIOR OPERATING SUBSIDY GRANT AGREEMENT (this “**Agreement**”) is made this _____, 2024, by and between Transbay 2 Senior, L.P., a California limited partnership (“**Grantee**”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) acting by and through the Mayor’s Office of Housing and Community Development (“**MOHCD**”).

WITNESSETH:

A. On _____, through Resolution _____, the San Francisco Board of Supervisors authorized and delegated authority to MOHCD to accept and expend a grant award in the amount up to \$52,308,210 under the California Department of Housing and Community Development’s (“HCD”) Permanent Local Housing Allocation Program (“PLHA Program”), which provides funding for counties to fund affordable multifamily housing. Under the PLHA Program, MOHCD is authorized to provide a permanent, project-based operating subsidy for households at 15% of Median Income and 25% of Median Income, including transition reserves and administrative fees. The grant funds under this Agreement are referred to as the “PLHA Funds.”

B. The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure or “OCII”), provided Grantee with a loan in the amount of \$59,698,646 as construction and permanent financing for the one hundred fifty-one (151) unit affordable housing project for senior households commonly known as Transbay Block 2 West (the “Project”), which is located on the Real Property (defined below).

C. Grantee submitted the Application Documents (as hereinafter defined) to MOHCD for a grant under MOHCD’s Senior Operating Subsidy Program (“SOS Program”). The Citywide Affordable Housing Loan Committee has reviewed Grantee’s application for a grant of PLHA Funds and, in reliance on the accuracy of the statements in that application, has recommended to the Mayor that the City provide a grant in an amount not to exceed Eighteen Million Two Hundred Ninety Thousand Four Hundred Forty-One and No/100 Dollars (\$18,290,441) under the terms and conditions of this Agreement for the purpose of providing a subsidy to extremely low-income seniors.

E. On _____, the City’s Board of Supervisors and the Mayor approved this Agreement by Resolution No. _____ for the purpose of subsidizing extremely low income seniors residing at the Project.

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

“**Annual Operating Budget**” means the operating budget for the Project approved by City attached hereto as **Exhibit B**, as amended by Grantee and City from time-to-time.

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

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

“**Assisted Units**” means sixty (60) residential units at the Project.

“**Business Year**” means each period of twelve (12) months used by the Project to define the beginning and end of the year for purposes of accounting and other reporting.

“**Capitalized SOS Reserve Account**” means a segregated, interest-bearing depository account owned and maintained by Grantee for the purpose of holding the Subsidy Payment.

“**CFR**” means the Code of Federal Regulations.

“**Charter**” means the Charter of City.

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

“**City**” means the City and County of San Francisco.

“**Controller**” means the Controller of City.

“**DAS**” means the City’s Department of Disability and Aging Services.

“**Director**” means MOHCD’s Director or an authorized representative of the Director.

“**Effective Date**” means the Initial Leasing Date.

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

“**First Subsidy Payment**” shall mean the Subsidy Payment for the initial period starting from the Effective Date.

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

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

“**Gross Rent**” means the aggregate annual sum charged to Tenants for rent and utilities, with utility charges limited to an allowance determined by the San Francisco Housing Authority and published by MOHCD.

“**HCD**” shall have the meaning set forth in **Recital A**.

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

“**Indemnified Parties**” shall mean OCII and the City, including MOHCD, and their respective commissions, departments, agencies and other subdivisions, and OCII’s and City’s elected officials, directors, officers, employees, agents, and representatives, and their respective successors and assigns.

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

“**Maintenance Duties**” shall have the meaning given to it in Section 4.4(a).

“**Median Income**” means median income as published annually by MOHCD for San Francisco, derived in part from the income limits determined by HUD for the San Francisco area, adjusted solely for household size, but not high housing cost area. Also known as Area Median Income, or “AMI”.

“**MOHCD**” shall mean the Mayor’s Office of Housing and Community Development of the City and County of San Francisco.

“**OCII**” means the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, commonly known as the Office of Community Investment and Infrastructure.

“**OCII Loan Agreement**” means that certain loan agreement, dated as of January 16, 2024, between OCII and Grantee with respect to a [\$62,064,785] loan.

“**OCII Loan Documents**” means the OCII Loan Agreement and the documents executed in connection therewith.

“**Operating Reserve Account**” means the interest-bearing operating reserve depository account Grantee is required to maintain pursuant to the OCII Loan Agreement.

“**Operational Rules**” means MOHCD’s Marketing, Housing Preferences and Lottery Procedures Manual dated October 19, 2020, as amended from time to time.

“**Operating Statement**” shall have the meaning set forth in Section 6.1.

“**Opinion**” means an opinion of Grantee’s California legal counsel, satisfactory to MOHCD, that Grantee is a duly formed, validly existing limited partnership in good standing under the laws of the

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

"Project" shall have the meaning set forth in Recital B.

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

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

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

"Senior" means head of household that is 62 years old or older, or as defined by the requirements of funding, approved by the City for the Project.

"Senior Loan Documents" means the following documents: the loan documents executed by Grantee in connection with the tax-exempt construction funding from Bank of America, N.A. in the amount of \$66,995,000.

"SOS Clients" means the low-income Senior individuals or households that MOHCD deems eligible for SOS.

"SOS Program" means the Senior Operating Subsidy Program, through which MOHCD provides operating subsidies to housing projects that provide housing for low-income Senior individuals or households.

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

"Services Agreement" means the Contract for Services dated [_____], and between Tenant Services Provider and the Grantee for the provision of services to senior residents at the Project.

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

"Tenant" shall mean a SOS Program Client who leases an Assisted Unit.

"Tenant-Paid Rent" means the annual amount charged to Tenants for rent, not including any applicable utility allowance, which must be included when calculating Gross Tenant Rent.

"Tenant Services Provider" shall mean Chinatown Community Development Center, Inc., a California non-profit public benefit corporation.

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

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

“**Underlying Restricted Rent**” is the maximum Gross Rent allowed under the OCII Loan Agreement or any other more-restrictive covenants under City-approved funding agreements.

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

“**15-Year Cash Flow**” means the cash flow projection described in the attached **Exhibit B**.

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

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

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

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other MOHCD expenditures. Grantee acknowledges that MOHCD’s obligation to make Subsidy Payments under this Agreement is expressly conditioned on the sufficient funds for Subsidy Payments as funded by the PLHA Funds. If the funds appropriated for SOS Program subsidy payments in a given year will be insufficient to fund the total SOS Program subsidy payments MOHCD intended to make in such year, MOHCD shall have the right to reduce the amount of SOS Program subsidy payments and to select the qualifying projects subject to such reduced payments.

If MOHCD determines that Subsidy Payments for any given period must be reduced due to a shortfall in appropriated SOS Program funds (a “**Non-Appropriation Event**”), MOHCD shall notify Grantee that a Non-Appropriation Event has occurred. City’s obligation to make any Subsidy Payments in excess of those for which sufficient funds have been appropriated shall automatically terminate as of such Non-Appropriation Event, and any obligations of Grantee shall be null and void following such termination due to a Non-Appropriation Event, except as may be required pursuant to Section 2.5 below. Grantee acknowledges that DAAS’s and MOHCD’s annual operating budgets are each subject to the discretion of City’s Mayor and Board of Supervisors and a Non-Appropriation Event may occur during the Term and, accordingly, that Subsidy Payments may subsequently not be made in the amounts projected pursuant to this Agreement. Grantee’s assumption of such risks is part of the consideration for this Agreement. Should the Board of Supervisor’s fail to renew funding for the subsidy, MOHCD and DAAS will work with the Grantee to final alternative subsidies.

If the Subsidy Payments will be fully funded under PLHA Funds, a Non-Appropriation Event will not be applicable to this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. Except for PLHA Funds, no funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 3.105 of the San Francisco Charter:

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

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

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

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

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

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

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

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

Agreement shall remain in effect through the last day of the period for which each such subsequent Subsidy Payment is made. Grantee shall have no further obligations under this Agreement following the last day of the period in which any such Subsidy Payment was made.

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

ARTICLE 3 TERM

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

ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

4.1 Lease of Assisted Units.

(a) Commencing on the Initial Leasing Date, Grantee shall lease all of the Assisted Units to the SOS Clients it selects from Grantee's wait list generated through the City's lottery system.

(b) Grantee shall give preference in occupying all Assisted Units in accordance with the OCII Loan Documents; provided that such applicants satisfy all other applicable eligibility requirements under the OCII Loan Documents.

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

(d) Grantee shall comply with the Tenant Selection Plan set forth in the attached Exhibit I.

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

(f) Grantee shall rent each Assisted Unit to a Tenant pursuant to a separate lease agreement that complies with this Agreement. Each Tenant lease shall provide for termination of such lease and such Tenant's consent to immediate eviction if the Tenant has made any material misrepresentation in the initial income certification made by Tenant to City or in any later income certification made by Tenant to Grantee. The lease agreement for each Assisted Unit must also contain the applicable Lease Addendum. Notwithstanding the foregoing, the City has reviewed and approved Grantee's standard form of lease (attached hereto as Exhibit K) and approved Tenant Selection Plan (attached hereto as Exhibit I) for purposes of this Section 4.1(g).

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

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

(i) In the event of a conflict between the OCII Loan Documents and this Agreement related to this Section 4.1, the OCII Loan Documents shall prevail.

4.2 Rent Restrictions.

(a) The Underlying Restricted Rent charged for all SOS Program units will be at the annual amount of 60% AMI, adjusted for household size and bedroom count, as determined annually by MOHCD.

(b) Gross Rent payments for all SOS Program Tenants shall not exceed the annual amount of thirty percent (30%) of 60% AMI, adjusted for household size and bedroom count.

(c) Grantee will offer and maintain the following Median Income limits for the SOS Program units throughout the Term: 30 units at 15% AMI, which include 8 studios and 22 one bedroom units, and 30 units at 25% AMI, which include 8 studios and 22 one bedroom units.

(d) Notwithstanding the forgoing, Tenants deemed no longer eligible by MOHCD who remain occupants of the Project shall still be considered a SOS Program Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.

(e) Grantee must provide MOHCD at least annually a report showing actual household income level and Gross Rent for each Tenant. The City acknowledges that Grantee may provide this information annually through Grantee's AMR requirements set forth under the OCII Loan Agreement.

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

4.4 Maintenance and Management of Project.

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

(b) Grantee may contract with a management agent for the performance of the Maintenance Duties subject to MOHCD's prior written approval of both the management agent and the management contract, provided, however, that the arrangement will not relieve Grantee of responsibility for performance of those duties. A management contract must contain a provision allowing Grantee to terminate the contract without penalty upon no more than sixty (60) days' notice.

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

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

(e) In the event of a conflict between the OCII Loan Documents and this Agreement related to this Section 4.4, the OCII Loan Documents shall prevail.

4.5 Services Agreement; Provision of Services.

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

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

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

ARTICLE 5

USE AND DISBURSEMENT OF GRANT FUNDS; CITY'S DOMINION AND CONTROLS

5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed during the Term hereunder exceed Eighteen Million Two Hundred Ninety Thousand Four Hundred Forty-One Dollars AND 00/100 (\$18,290,441) (the "**Grant Amount**"), unless appropriated by the Board of Supervisors. Subject to Grantee's performance of its obligations under this Agreement and MOHCD's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through annual Subsidy Payments as set forth in Section 5.4.

Provided that Grantee is in compliance with all of the conditions for receipt of the First Subsidy Payment, City shall deliver the First Subsidy Payment to Grantee within sixty (60) business days immediately following the Effective Date. For every subsequent year during the Term, the Sponsor will submit draw requests to MOHCD per the Senior Operating Subsidy Payments and Schedule as shown in Exhibit A (based on January to December calendar year) and must include a self-

compliance certification form. The City shall deliver the Subsidy Payment for such year to Grantee within sixty (60) business days to the Capitalized SOS Reserve Account. To the extent Grantee is in compliance with all of the conditions for receipt of a Subsidy Payment, and Grantee is required to make out of pocket payments due to a MOHCD disbursement that is later than sixty-five (65) business days immediately following the anniversary of the Effective Date, then MOHCD shall allow Grantee to reimburse itself such out of pocket expense, plus interest for such period from the Operating Reserve Account.

5.2 Subsidy Payment Amounts and Adjustments. The total amount of all annual Subsidy Payments are documented in Exhibit A. If the total amount of all Subsidy Payments made hereunder equals the Grant Amount at any time prior to the expiration of the Term, no further Subsidy Payments shall be made hereunder. If any Subsidy Payment would, if made, cause the total amount of all Subsidy Payments made hereunder to exceed the Grant Amount, such Subsidy Payment shall be accordingly reduced so the total amount of Subsidy Payments made hereunder equals the Grant Amount.

5.3 RESERVED

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

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

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

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

(d) Tenant Services Provider shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of the First Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with City and DAAS to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.

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

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

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

(b) Tenant Services Provider shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of any Subsequent Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DAAS to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.

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

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports; Operating Statements. Grantee must file electronically with the City no later than one hundred fifty (150) days after the end of Grantee’s calendar year annual report forms (the “**Annual Monitoring Report**”). The Annual Monitoring Report must be in substantially the form attached as **Exhibit H** or as later modified by MOHCD during the Term.

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

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 Intentionally Omitted.

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

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

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

6.8 Project Monitoring Generally. Grantee understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Grantee acknowledges that the City may also conduct periodic on-site inspections of the Project. The City will provide Grantee 48 hours prior notice before inspecting occupied residential units so that Grantee can provide appropriate notification to tenants. Grantee must cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.

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

ARTICLE 7 TAXES

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

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

ARTICLE 10 INSURANCE

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars (\$1,000,000) each claim.

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

- (a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to liability arising out of the use, by Grantee's employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

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

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

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

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies

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

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

(c) **Default under OCII Loan Documents or Senior Loan Documents.** Grantee defaults under any OCII Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement).

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

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

(f) **New Encumbrances.** Any lien is recorded against all or any part of the Real Property or the Project without MOHCD's prior written consent, and the lien is not removed from title or otherwise remedied to MOHCD's satisfaction within thirty (30) days after Grantee's receipt of written

notice from MOHCD to cure the default, or, if the default cannot be cured within a thirty (30) day period, Grantee will have sixty (60) days to cure the default, or any longer period of time deemed necessary by MOHCD, provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.

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

(h) **Dissolution.** Grantee or Grantee's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days, or all or substantially all of Grantee's assets are sold or otherwise transferred except as permitted.

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

(j) **Account Transfers.** Without MOHCD's prior written consent, to the extent such consent is required pursuant to this Agreement, Grantee transfers, or authorizes the transfer of, funds in any account required or authorized under this Agreement, including, but not limited to the Capitalized SOS Reserve Account.

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

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

11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, which remains uncured beyond any applicable cure period specified above, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished, subject to Grantee's rights under Section 2.5.

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

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the OCII Loan Agreement or any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been deposited into a Capitalized SOS Reserve Account and/or 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. Any surplus of such cash or cash proceeds held by City and remaining after payment in full of all of the Obligations will be paid over to Grantee or to whomsoever may be lawfully entitled to receive such surplus.

(e) Subject to the rights of any senior lenders, City may exercise with respect of the Account Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under Article 9 of the California Commercial Code (the "UCC"), to the extent the UCC applies to the affected Account Collateral.

(f) **Notice and Cure Rights of Investor Limited Partner.** If an Event of Default occurs, or an event occurs that, with notice or the passage of time, or both, could constitute an Event of Default, MOHCD shall give Grantee's investor limited partner ("Investor Limited Partner") the same written notice given to the Grantee as required in this Agreement. Investor Limited Partner shall have the right, but not the obligation, to cure defaults within the time periods provided to Grantee herein (as may be extended pursuant to the terms of the OCII Loan Agreement). With respect to any right of cure provided herein, performance of a cure by Investor Limited Partner shall have the same effect as would like performance by Grantee. Unless MOHCD is otherwise notified, notices to Investor Limited Partner shall be sent to the address provided in the OCII Loan Documents.

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all

other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Section 13.1 shall not prevent transfers that are expressly permitted under the OCII Loan Documents or Section 11.1(i) above.

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

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

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

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

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

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

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

To Grantee: Transbay 2 Senior, L.P.
c/o Chinatown Community Development Center, Inc.
615 Grant Avenue
San Francisco, CA 94108
Attn: Executive Director

With a copy to: Bank of America, N.A.
100 Federal Street
MA5-100-04-11
Boston, MA 02110
Attn: Asset Management

With a copy to: Buchalter, a Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attn: Mercedes Martin, Esq.
Re: Transbay Block 2 West

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized

agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.

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

ARTICLE 16 COMPLIANCE

16.1 Intentionally Omitted

16.2 Nondiscrimination; Penalties.

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

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

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

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

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

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

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

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

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

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

16.8 Requiring Minimum Compensation for Employees.

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

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

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

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

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

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

(g) Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

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

16.10 First Source Hiring Program.

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

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

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer’s participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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

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

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

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

(6) Set the term of the requirements.

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

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

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

(c) **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

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

(e) **Liquidated Damages.** Contractor agrees:

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

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

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

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

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

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

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

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

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

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

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

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

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may

purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.18 Slavery Era Disclosure.

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

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

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

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

ARTICLE 17 MISCELLANEOUS

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

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

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

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

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

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

- Exhibit A: MOHCD SOS Budget – 15 Year Payment Schedule
- Exhibit B: Annual Operating Budget for Initial Operating Period and Cash Flow
- Exhibit C: Self-compliance Certification Form
- Exhibit D: Real Property Legal Description
- Exhibit E: Intentionally Omitted
- Exhibit F: Intentionally Omitted
- Exhibit G: Lobbying/Debarment Certification Form
- Exhibit H: Annual Monitoring Report
- Exhibit I: Tenant Selection Plan
- Exhibit J: Intentionally Omitted
- Exhibit K: Tenant Residential 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 6.4 Financial Statements.
- Section 6.5 Books and Records.
- Section 6.6 Inspection and Audit.
- Section 6.7 Submitting False Claims; Monetary Penalties
- Section 6.8 Ownership of Results.
- Article 7 Taxes
- Article 9 Indemnification and General Liability
- Section 10.4 Required Post-Expiration Coverage.
- Article 12 Disclosure of Information and Documents
- Section 13.4 Grantee Retains Responsibility.
- Section 14.3 Consequences of Recharacterization.
- This Article 17 Miscellaneous

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
London N. Breed
Mayor

By: _____
Daniel Adams
Director,
Mayor's Office of Housing and
Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Keith Nagayama
Deputy City Attorney

GRANTEE:

Transbay 2 Senior, L.P.,
a California Limited Partnership

Managing General Partner

CCDC Transbay 2 LLC,
a California limited liability company

By: Chinatown Community Development
Center, Inc.
a California nonprofit public benefit
corporation,
its sole member/manager

By: _____
Malcolm Yeung
Executive Director

Federal Tax ID #:

City Vendor Number:

Exhibit A – MOHCD SOS Subsidy Budget and 15 Year Payment Schedule

SOS Funding Schedule						
Projected Start Date:		10/1/2025				
<i>annual % increase</i>	Calendar Year	Funding Amount	Estimated Disbursement Date	FY Budgeted (for Disbursement)	Number of Months Funded	
	CY-1 2025	\$216,973	Aug 1, 2025	FY2025/26	3.0	
4.00%	CY-2 2026	\$902,609	Jan 1, 2026	FY2025/26	12.0	
4.00%	CY-3 2027	\$938,713	Jan 1, 2027	FY2026/27	12.0	
4.00%	CY-4 2028	\$976,262	Jan 1, 2028	FY2027/28	12.0	
4.00%	CY-5 2029	\$1,015,312	Jan 1, 2029	FY2028/29	12.0	
4.00%	CY-6 2030	\$1,055,925	Jan 1, 2030	FY2029/30	12.0	
4.00%	CY-7 2031	\$1,098,162	Jan 1, 2031	FY2030/31	12.0	
4.00%	CY-8 2032	\$1,142,088	Jan 1, 2032	FY2031/32	12.0	
4.00%	CY-9 2033	\$1,187,772	Jan 1, 2033	FY2032/33	12.0	
4.00%	CY-10 2034	\$1,235,283	Jan 1, 2034	FY2033/34	12.0	
4.00%	CY-11 2035	\$1,284,694	Jan 1, 2035	FY2034/35	12.0	
4.00%	CY-12 2036	\$1,336,082	Jan 1, 2036	FY2035/36	12.0	
4.00%	CY-13 2037	\$1,389,525	Jan 1, 2037	FY2036/37	12.0	
4.00%	CY-14 2038	\$1,445,106	Jan 1, 2038	FY2037/38	12.0	
4.00%	CY-15 2039	\$1,502,910	Jan 1, 2039	FY2038/39	12.0	
4.00%	CY-16 2040	\$1,563,027	Jan 1, 2040	FY2039/40	12.0	
Total Contract Amount:		\$18,290,441				

Exhibit B –Annual Operating Budget for Initial Operating Period and Cash Flow Budget

Transbay Block 2 West

INCOME	Total # Units	LOSP Units	Non-LOSP Units	3% annual inc LOSP	80.00%	Comments (related to annual inc assumptions)	Year 1 2025			Year 2 2026			Year 3 2027			Year 4 2028			Year 5 2029					
							LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total			
							161	30	121	20.00%	80.00%													
INCOME																								
Residential - Tenant Rents							108,000	1,106,352	1,214,352	928,080	1,134,011	1,243,011	110,177	1,162,301	1,272,301	111,272	1,161,420	1,302,893	112,385	1,221,205	1,333,591			
Residential - SOS Payments							-	867,893	867,893	-	902,609	902,609	-	938,713	938,713	-	976,282	976,282	-	1,015,312	1,015,312			
Residential - Tenant Assistance Payments (Other Non-LOSP)							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Residential - LOSP Tenant Assistance Payments							555,491	-	555,491	596,028	-	596,028	607,309	-	607,309	629,361	-	629,361	652,211	-	652,211			
Commercial Space							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Residential Parking							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Miscellaneous Rent Income							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Supportive Services Income							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Interest Income - Project Operations							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Laundry and Vending							2,366	8,452	11,778	2,414	9,058	12,072	2,478	9,899	13,214	2,537	10,147	13,684	2,600	10,401	13,001			
Tenant Changes							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Miscellaneous Residential Income							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Other Commercial Income							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Withdrawal from Capitalized Reserve (deposit to operating account)							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Gross Potential Income							675,846	1,983,668	2,659,514	697,522	2,046,278	2,743,800	719,955	2,110,974	2,830,929	743,171	2,177,629	2,920,999	767,196	2,246,918	3,014,116			
Vacancy Loss - Residential - Tenant Rents							(5,400)	(55,318)	(60,718)	(5,454)	(56,701)	(62,155)	(5,509)	(58,118)	(63,672)	(5,564)	(59,571)	(65,135)	(5,619)	(61,060)	(66,680)			
Vacancy Loss - Residential - Tenant Assistance Payments							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Vacancy Loss - Commercial							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
EFFECTIVE GROSS INCOME							670,446	1,928,350	2,598,796	692,068	1,989,577	2,681,645	714,447	2,052,856	2,767,257	737,607	2,118,058	2,855,865	761,577	2,185,858	2,947,436			
OPERATING EXPENSES																								
Management																								
Management Fee							3.5%	3.5%	1st Year to be set according to HUD schedule	24,643	98,673	129,116	25,606	102,023	127,576	26,398	105,604	131,992	27,222	109,289	136,112	28,279	113,116	141,343
Asset Management Fee							3.5%	3.5%	per MOHCD policy	4,856	19,424	24,260	5,026	20,104	25,130	5,202	20,807	26,000	5,364	21,536	26,920	5,522	22,289	27,862
Sub-total Management Expenses										29,499	117,997	147,496	30,532	122,127	152,686	31,600	126,401	158,001	32,706	130,825	163,531	33,851	135,404	169,205
Salaries/Benefits																								
Office Salaries							3.5%	3.5%		30,419	121,674	152,093	31,483	125,933	157,416	32,585	130,340	162,926	33,726	134,902	166,028	34,906	139,624	174,530
Manager's Salary							3.5%	3.5%		14,560	58,240	72,800	15,070	60,278	75,348	15,697	62,389	77,985	16,143	64,472	80,715	16,708	68,852	83,540
Health Insurance and Other Benefits							3.5%	3.5%		29,386	117,343	146,879	30,382	121,450	151,142	31,425	125,707	157,126	32,500	130,100	162,625	33,609	134,654	168,317
Other Salaries/Benefits							3.5%	3.5%		219,721	84,935	274,664	227,422	89,692	284,271	235,382	93,865	294,271	243,620	99,367	304,527	252,147	315,163	
Administrative Rent-Free Unit							3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sub-total Salaries/Benefits										294,045	352,190	646,235	304,337	364,517	668,854	314,989	377,275	692,263	326,013	390,479	716,493	337,424	404,146	741,870
Administration																								
Advertising and Marketing							3.5%	3.5%		470	1,860	2,350	486	1,946	2,432	503	2,014	2,517	521	2,084	2,605	539	2,157	2,677
Office Expenses							3.5%	3.5%		6,532	26,126	32,658	6,760	27,041	33,801	6,997	27,967	34,864	7,242	28,867	36,209	7,495	29,861	37,678
Office Rent							3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Expense - Property							3.5%	3.5%		745	2,960	3,725	771	3,084	3,855	798	3,192	3,960	826	3,304	4,130	855	3,420	4,276
Audit Expense							3.5%	3.5%		4,179	16,716	20,895	4,325	17,301	21,626	4,477	17,907	22,383	4,631	18,533	23,167	4,795	19,165	23,977
Bookkeeping/Accounting Services							3.5%	3.5%		3,443	13,771	17,214	3,583	14,253	17,816	3,698	14,789	18,480	3,817	15,288	19,059	3,951	15,801	19,253
Bad Debt							3.5%	3.5%		2,594	10,375	13,000	2,688	10,780	13,423	2,779	11,174	13,890	2,876	11,603	14,393	2,976	11,905	14,882
Miscellaneous							3.5%	3.5%		3,449	13,758	17,197	3,560	14,239	17,799	3,684	14,737	18,422	3,813	15,253	19,067	3,947	15,787	19,734
Sub-total Administration Expenses										21,402	85,606	107,008	22,151	88,603	110,753	22,926	91,704	114,630	23,728	94,913	118,442	24,559	98,235	122,794
Utilities																								
Electricity							3.5%	3.5%		12,024	48,098	60,122	12,480	49,781	62,226	12,981	51,523	64,404	13,520	53,927	66,658	13,790	55,193	68,931
Water							3.5%	3.5%		16,192	64,770	80,962	16,759	67,037	83,798	17,346	69,383	86,729	17,953	71,811	89,824	18,581	74,325	92,906
Gas							3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sewer							3.5%	3.5%		43,055	90,099	115,124	23,631	95,303	119,153	24,665	98,609	123,324	25,926	102,112	127,640	26,421	106,696	132,107
Sub-total Utilities										51,242	204,966	256,208	53,035	212,140	266,176	54,891	219,655	274,456	56,812	227,250	284,062	58,801	235,204	294,005
Taxes and Licenses																								
Real Estate Taxes							3.5%	3.5%		2,000	8,000	10,000	2,070	8,280	10,350	2,142	8,570	10,712	2,217	8,870	11,087	2,295	9,180	11,475
Payroll Taxes							3.5%	3.5%		6,172	24,648	30,800	6,336	25,545	33,182	6,509	27,475	35,343	7,109	28,436	35,545	7,358	29,431	36,739
Miscellaneous Taxes, Licenses and Permits							3.5%	3.5%		2,723	10,893	13,853	2,855	11,529	14,523	2,991	12,033	15,137	3,103	12,441	15,635	3,203	12,972	16,072
Sub-total Taxes and Licenses										10,895	42,539	54,653	11,366	44,778	57,955	11,652	45,324	56,992	11,725	46,461	58,676	12,146	48,564	60,739
Insurance																								
Property and Liability Insurance							3.5%	3.5%		36,590	146,368	182,948	37,870	151,481	189,351	39,196	156,783	195,878	40,568	162,270	202,838	41,987	167,950	209,937
Fidelity Bond Insurance							3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Worker's Compensation							3.5%	3.5%		2,716	10,863	13,578	2,811	11,243	14,053	2,909	11,636	14,545	3,011	12,044	15,054	3,116	12,465	15,581
Director's & Officers' Liability Insurance							3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total Insurance										39,306	157,231	196,526	40,681	162,724	203,405	42,105	168,419	210,524</						

Transbay Block 2 West

Total # Units	LOSP Units		Non-LOSP		Year 6 2030			Year 7 2031			Year 8 2032			Year 9 2033			Year 10 2034			
	151	30	121	80.00%	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	
INCOME																				
Residential - Tenant Rents					113,509	1,251,736	1,365,245	114,644	1,283,025	1,397,673	115,291	1,315,105	1,430,396	116,949	1,347,982	1,464,931	118,118	1,381,852	1,499,800	
Residential - SOS Payments					-	1,055,925	1,055,925	-	1,098,162	1,098,162	-	1,142,088	1,142,088	-	1,187,772	1,187,772	-	1,235,283	1,235,283	
Residential - Tenant Assistance Payments (Other Non-LOSP)					n/a	n/a	4.0%	Full SOS subsidy row	-	-	-	-	-	-	-	-	-	-	-	
Residential - LOSP Tenant Assistance Payments					675,887	-	675,887	700,417	-	700,417	725,833	-	725,833	752,165	-	752,165	779,446	-	779,446	
Commercial Space					n/a	3.0%	n/a	From Commercial Op. Budget Worksheet	-	-	-	-	-	-	-	-	-	-	-	
Residential Parking					2.5%	2.5%	2.5%	Commercial to Residential allocation 0%	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous Rent Income					2.5%	2.5%	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	
Supportive Services Income					2.5%	2.5%	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	
Interest Income - Project Operations					2.5%	2.5%	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	
Laundry and Vending					2.5%	2.5%	2.5%	2,655	10,661	13,326	2,732	10,927	13,659	2,800	11,200	14,000	2,870	11,480	14,350	2,942
Tenant Charges					2.5%	2.5%	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous Residential Income					2.5%	2.5%	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	
Other Commercial Income					n/a	3.0%	n/a	From Commercial Op. Budget Worksheet	-	-	-	-	-	-	-	-	-	-	-	
Withdrawal from Capitalized Reserve (deposit to operating account)					n/a	n/a	n/a	LPR from Reserve Section below, as applicable	-	-	-	-	-	-	-	-	-	-	-	
Gross Potential Income					790,061	2,181,211	3,110,382	817,793	2,382,118	3,209,911	844,244	2,468,393	3,312,817	871,984	2,647,234	3,419,218	900,506	2,628,732	3,529,237	
Vacancy Loss - Residential - Tenant Rents					n/a	n/a	n/a	Enter formulas manually per relevant MOH	(6,676)	(62,567)	(68,262)	(6,732)	(64,151)	(69,884)	(6,790)	(65,705)	(71,545)	(6,847)	(67,399)	(73,247)
Vacancy Loss - Residential - Tenant Assistance Payments					n/a	n/a	n/a	Entry annual incrementing usually not	-	-	-	-	-	-	-	-	-	-	-	
Vacancy Loss - Commercial					n/a	n/a	n/a	entry/variable	-	-	-	-	-	-	-	-	-	-	-	
EFFECTIVE GROSS INCOME					786,385	2,255,734	3,042,120	812,060	2,327,966	3,140,627	838,634	2,402,638	3,241,272	866,136	2,479,835	3,345,971	894,600	2,559,648	3,454,247	
OPERATING EXPENSES																				
Management																				
Management Fee					3.5%	3.5%	1st Year to be set according to HUD schedule	29,208	117,074	146,342	30,293	121,471	151,464	31,363	126,412	156,785	32,450	129,802	162,252	33,646
Asset Management Fee					3.5%	3.5%	per MOHCD policy	5,267	23,070	29,837	5,909	25,877	32,588	6,179	24,713	30,991	6,394	25,578	31,972	6,618
Sub-total Management Expenses					35,036	140,143	175,179	36,262	145,048	181,310	37,531	150,125	187,656	38,845	155,279	194,224	40,204	160,818	201,222	
Salaries/Benefits																				
Office Salaries					3.5%	3.5%	n/a	36,128	144,511	180,639	37,392	149,589	189,961	38,701	154,804	193,505	40,058	160,222	200,277	41,487
Manager's Salary					3.5%	3.5%	n/a	17,293	69,171	86,464	17,899	71,592	89,490	18,624	74,098	92,622	19,173	76,691	95,864	19,844
Health Insurance and Other Benefits					3.5%	3.5%	n/a	34,842	139,268	174,208	36,061	144,244	180,305	37,223	149,293	186,016	38,620	154,918	193,148	39,892
Other Salaries/Benefits					3.5%	3.5%	n/a	299,972	65,461	326,115	270,100	67,526	279,559	69,890	249,449	295,344	72,336	361,680	299,071	74,688
Administrative Rent-Free Unit					3.5%	3.5%	n/a	-	-	-	-	-	-	-	-	-	-	-	-	
Sub-total Salaries/Benefits					349,234	418,291	767,625	361,457	432,931	794,388	374,108	448,084	822,192	387,202	463,767	850,969	400,754	479,999	888,752	
Administration																				
Advertising and Marketing					3.5%	3.5%	n/a	588	2,233	2,791	579	2,311	2,889	589	2,476	3,095	641	2,562	3,203	
Office Expenses					3.5%	3.5%	n/a	7,757	31,030	38,787	8,029	32,116	40,145	8,310	33,240	41,550	8,601	34,403	43,004	8,892
Office Rent					3.5%	3.5%	n/a	-	-	-	-	-	-	-	-	-	-	-	-	
Legal Expense - Property					3.5%	3.5%	n/a	885	3,539	4,424	916	3,663	4,579	849	3,791	4,739	981	3,924	4,905	4,061
Audit Expense					3.5%	3.5%	n/a	4,963	19,853	24,817	5,137	20,548	25,685	5,317	21,267	26,584	5,503	22,012	27,515	5,688
Bookkeeping/Accounting Services					3.5%	3.5%	n/a	4,089	16,395	20,485	4,232	16,929	21,180	4,380	17,501	21,901	4,528	18,134	22,688	4,682
Bank Dues					3.5%	3.5%	n/a	3,081	12,362	15,403	3,188	12,764	15,942	3,300	13,200	16,500	3,416	13,692	17,078	3,536
Miscellaneous					3.5%	3.5%	n/a	4,085	16,340	20,425	4,232	16,912	21,140	4,376	17,504	21,879	4,529	18,116	22,645	4,688
Sub-total Administration Expenses					25,418	101,674	127,092	26,308	105,324	131,540	27,229	108,915	136,144	28,162	112,727	140,909	29,168	116,573	145,841	
Utilities																				
Electricity					3.5%	3.5%	n/a	14,281	67,125	71,406	14,781	59,124	73,905	15,298	61,194	76,834	63,335	79,169	16,388	65,552
Water					3.5%	3.5%	n/a	19,231	76,926	96,157	19,905	79,618	99,523	20,601	82,405	103,006	21,322	85,289	106,611	22,069
Gas					3.5%	3.5%	n/a	27,346	109,385	136,731	28,303	113,213	141,517	29,294	117,176	146,470	30,319	121,277	151,596	31,380
Sewer					3.5%	3.5%	n/a	60,859	243,436	304,295	62,949	251,956	314,945	65,194	260,775	325,968	67,475	269,902	337,377	69,837
Sub-total Utilities					60,859	243,436	304,295	62,949	251,956	314,945	65,194	260,775	325,968	67,475	269,902	337,377	69,837	279,348	349,185	
Taxes and Licenses																				
Real Estate Taxes					3.5%	3.5%	n/a	2,975	9,501	11,877	3,459	9,834	12,293	3,645	10,179	12,723	3,874	10,634	13,188	4,093
Payroll Taxes					3.5%	3.5%	n/a	7,615	30,482	38,077	7,882	31,528	39,410	8,158	32,631	40,789	8,443	33,773	42,117	8,739
Miscellaneous Taxes, Licenses and Permits					3.5%	3.5%	n/a	2,589	10,841	12,927	2,871	10,693	12,784	3,164	11,023	13,201	3,456	11,263	13,445	3,751
Sub-total Taxes and Licenses					12,979	50,824	62,898	13,011	52,044	63,508	13,687	53,666	67,333	13,938	55,791	69,687	14,426	57,703	71,129	
Insurance																				
Property and Liability Insurance					3.5%	3.5%	n/a	43,457	173,628	217,285	44,979	179,912	224,890	46,592	186,209	232,761	48,182	192,726	240,908	49,868
Fidelity Bond Insurance					3.5%	3.5%	n/a	-	-	-	-	-	-	-	-	-	-	-	-	
Worker's Compensation					3.5%	3.5%	n/a	3,225	12,901	16,127	3,338	13,353	16,691	3,455	13,820	17,275	3,578	14,304	17,850	3,701
Director's & Officers' Liability Insurance					3.5%	3.5%	n/a	-	-	-	-	-	-	-	-	-	-	-	-	
Sub-total Insurance					46,682	186,729	233,412	48,316	193,265	241,581	50,007	200,229	250,036	51,798	207,000	258,738	53,569	214,706	267,844	
Maintenance & Repair																				
Payroll					3.5%	3.5%	n/a	46,127	184,508	230,635	47,742	190,995	238,708	49,412	197,650	247,082	51,142	204,588	255,710	52,932
Supplies					3.5%	3.5%	n/a	7,136	28,641	35,878	7,388	29,541	36,977	7,644	30,675	38,219	7,911	31,648	39,557	8,186
Contracts					3.5%	3.5%	n/a	45,726	174,903	219,625	46,296	181,025	226,291	47,901	187,361	234,501	49,460	193,919	242,305	51,076
Garbage and Trash Removal					3.5%	3.5%	n/a	17,165	68,682	85,827	17,766	71,065	88,831	1						

Transbay Block 2 West

INCOME	LOSP Units		Non-LOSP Units		Year 11 2035			Year 12 2036			Year 13 2037			Year 14 2038			Year 15 2039					
	Total # Units	161	30	121	% annual inc LOSP	% annual increase	Comments	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total			
		20.00%	80.00%																			
Residential - Tenant Rents					1.0%	4.0%		1,192,299	1,416,234	1,535,523	1,200,492	1,451,830	1,572,122	1,216,997	1,457,500	1,609,818	1,222,974	1,505,118	1,648,033	1,241,147	1,563,046	1,687,390
Residential - SOS Payments					1.0%	4.0%		-	1,284,694	1,284,694	-	1,336,082	1,336,082	-	1,389,525	1,389,525	-	1,445,106	1,445,106	-	1,502,910	1,502,910
Residential - Tenant Assistance Payments (Other Non-LOSP)					n/a	n/a	Full SOS subsidy row	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residential - LOSP Tenant Assistance Payments					n/a	n/a		807,709	-	807,709	836,989	-	836,989	867,321	-	867,321	896,744	-	896,744	931,294	-	931,294
Commercial Space					n/a	3.0%	From Commercial Op. Budget Worksheet; Commercial to Residential allocation 0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residential Parking					2.5%	2.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Rent Income					2.5%	2.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Supportive Services Income					2.5%	2.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income - Project Operations					2.5%	2.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Laundry and Vending					2.5%	2.5%		3,015	12,061	15,077	3,091	12,363	15,454	3,168	12,672	15,840	3,247	12,989	16,236	3,328	13,314	16,642
Tenant Charges					2.5%	2.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Residential Income					2.5%	2.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Commercial Income					n/a	3.0%	From Commercial Op. Budget Worksheet; Commercial to Residential allocation 0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Withdrawal from Capitalized Reserve (deposit to operating account)					n/a	n/a	LPR from Reserve Section below, as applicable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gross Potential Income								830,023	2,712,979	3,643,003	860,572	2,800,074	3,760,646	892,186	2,890,117	3,882,304	1,024,905	2,983,213	4,008,118	1,058,766	3,079,470	4,138,238
Vacancy Loss - Residential - Tenant Rents					n/a	n/a	Enter formulas manually per relevant MOH	(5,965)	(70,811)	(76,776)	(6,025)	(72,581)	(78,606)	(6,085)	(74,396)	(80,481)	(6,146)	(78,256)	(82,402)	(6,207)	(78,162)	(84,389)
Vacancy Loss - Residential - Tenant Assistance Payments					n/a	n/a	Entry annual incrementing usually not	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacancy Loss - Commercial					n/a	n/a	entry/variable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME								824,058	2,642,168	3,566,227	854,547	2,727,493	3,682,040	886,102	2,815,721	3,801,823	1,018,759	2,904,957	3,925,717	1,052,559	3,001,308	4,053,847
OPERATING EXPENSES																						
Management																						
Management Fee					3.5%	3.5%	1st Year to be set according to HUD schedule	34,792	139,047	173,808	36,978	143,013	179,892	37,238	146,990	186,188	38,541	154,164	192,704	39,890	159,689	199,440
Asset Management Fee					3.5%	3.5%	per MOHCD policy	6,850	27,390	34,249	7,090	28,359	35,448	7,338	29,551	36,689	7,595	30,378	37,973	7,850	31,442	39,302
Sub-total Management Expenses								41,642	166,446	208,058	43,068	172,272	215,340	44,576	176,541	222,877	46,136	184,542	230,677	47,740	191,001	238,742
Salaries/Benefits																						
Office Salaries					3.5%	3.5%		42,908	171,634	214,542	44,410	177,841	222,051	45,965	183,589	229,823	47,573	190,293	237,866	49,238	196,953	246,192
Manager's Salary					3.5%	3.5%		20,538	82,153	102,682	21,257	85,029	106,286	22,007	88,005	110,006	22,771	91,085	113,856	23,569	94,273	117,841
Health Insurance and Other Benefits					3.5%	3.5%		41,381	165,524	208,905	42,829	171,317	214,146	44,328	177,313	221,641	45,880	183,019	229,399	47,498	189,942	237,428
Other Salaries/Benefits					3.5%	3.5%		399,893	77,498	387,441	390,801	80,200	401,001	395,029	83,007	415,038	343,650	85,912	429,562	355,679	88,919	444,597
Administrative Rent-Free Unit					3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total Salaries/Benefits								414,780	496,799	911,979	429,298	514,187	943,484	444,323	532,143	976,606	459,674	550,810	1,010,684	475,970	570,088	1,046,088
Administration																						
Advertising and Marketing					3.5%	3.5%		683	2,852	3,315	688	2,745	3,431	710	2,841	3,551	735	2,940	3,875	761	3,043	3,804
Office Expenses					3.5%	3.5%		9,212	36,854	46,067	9,536	38,144	47,680	9,870	39,479	49,348	10,216	40,681	51,076	10,571	42,291	52,863
Office Rent					3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Expense - Property					3.5%	3.5%		1,051	4,204	5,254	1,088	4,351	5,438	1,126	4,503	5,629	1,165	4,681	5,826	1,206	4,824	6,030
Audit Expense					3.5%	3.5%		5,895	23,560	29,474	6,101	24,405	30,508	6,315	25,269	31,574	6,536	26,143	32,679	6,765	27,068	33,823
Bookkeeping/Accounting Services					3.5%	3.5%		4,856	19,426	24,282	5,025	20,106	25,132	5,202	20,859	26,012	5,384	21,598	26,522	5,573	22,501	27,864
Bank Dues					3.5%	3.5%		3,669	14,635	18,304	3,787	15,147	18,934	3,915	15,678	19,587	4,052	16,250	20,283	4,199	16,934	20,993
Miscellaneous					3.5%	3.5%		4,852	19,406	24,258	5,021	20,086	25,107	5,197	20,789	25,986	5,379	21,516	26,995	5,567	22,289	27,837
Sub-total Administration Expenses								30,189	120,756	150,945	31,246	124,983	156,228	32,339	129,357	161,696	33,471	133,885	167,356	34,643	138,571	173,213
Utilities																						
Electricity					3.5%	3.5%		16,982	67,846	84,808	17,555	70,221	87,776	18,170	72,679	90,848	18,806	78,223	94,468	19,464	77,885	97,319
Water					3.5%	3.5%		22,841	91,364	114,205	23,640	94,562	118,020	24,468	97,871	122,339	25,324	101,297	126,621	26,211	104,842	131,063
Gas					3.5%	3.5%		30,479	129,915	162,384	33,616	134,462	168,078	34,792	139,168	173,960	36,010	144,030	179,949	37,270	149,880	186,351
Sewer					3.5%	3.5%		22,841	91,364	114,205	23,640	94,562	118,020	24,468	97,871	122,339	25,324	101,297	126,621	26,211	104,842	131,063
Sub-total Utilities								72,281	289,125	361,407	74,811	299,245	374,056	77,430	309,718	387,148	80,140	320,558	400,688	82,944	331,778	414,722
Taxes and Licenses																						
Real Estate Taxes					3.5%	3.5%		2,821	11,283	14,106	2,920	11,680	14,600	3,022	12,089	15,111	3,128	12,512	15,640	3,232	12,980	16,187
Payroll Taxes					3.5%	3.5%		9,045	36,179	45,223	9,381	37,445	48,808	9,688	38,756	48,444	10,028	40,112	50,170	41,516	51,671	61,856
Miscellaneous Taxes, Licenses and Permits					3.5%	3.5%		3,055	12,222	15,331	3,172	12,693	15,880	3,293	13,168	16,351	3,389	13,657	16,921	3,507	14,057	17,542
Sub-total Taxes and Licenses								14,921	59,722	74,659	15,453	61,812	77,586	15,994	63,976	79,976	16,554	68,215	82,769	17,133	68,413	85,865
Insurance																						
Property and Liability Insurance					3.5%	3.5%		51,613	206,403	258,088	53,420	213,679	267,099	55,289	221,150	276,447	57,225	228,898	286,123	59,227	236,910	296,137
Fidelity Bond Insurance					3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Worker's Compensation					3.5%	3.5%		3,831	15,323	19,153	3,965	15,859	19,824	4,104	16,414	20,518	4,247	16,989	21,336	4,396	17,683	21,979
Director's & Officers' Liability Insurance					3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-total Insurance								55,444	221,726	277,240	57,384	229,538	286,923	59,393	237,572	296,965	61,472	245,887	307,36			

Transbay Block 2 West

INCOME	Total # Units	LOSP Units	Non-LOSP Units	Comments	Year 16			Year 17			Year 18			Year 19			Year 20			
					2040			2041			2042			2043			2044			
					% annual inc. LOSP	% annual increase	Total	% annual inc. LOSP	% annual increase	Total	% annual inc. LOSP	% annual increase	Total	% annual inc. LOSP	% annual increase	Total	% annual inc. LOSP	% annual increase	Total	
Residential - Tenant Rents	151	30	121		125,385	1,502,338	1,727,712	128,638	1,542,398	1,789,024	127,905	1,683,445	1,811,350	129,184	1,725,532	1,854,715	130,470	1,768,670	1,898,146	
Residential - SOS Payments					-	1,563,027	1,963,027	-	1,625,548	1,625,548	-	1,690,569	1,690,569	-	1,758,192	1,758,192	-	1,829,520	1,829,520	
Residential - Tenant Assistance Payments (Other Non-LOSP)					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Residential - LOSP Tenant Assistance Payments					955,893	-	955,893	990,547	-	990,547	1,029,445	-	1,029,445	1,063,630	-	1,063,630	1,102,147	-	1,102,147	
Commercial Space					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Residential Parking					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous Rent Income					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Supportive Services Income					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Interest Income - Project Operations					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Laundry and Vending					3,412	13,646	17,058	3,497	13,888	17,485	3,564	14,337	17,922	3,674	14,696	18,370	3,766	15,063	18,520	
Tenant Charges					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous Residential Income					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Commercial Income					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Withdrawal from Capitalized Reserve (deposit to operating account)					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Gross Potential Income					1,084,689	3,179,001	4,283,689	1,120,682	3,281,921	4,402,603	1,157,934	3,388,352	4,546,286	1,196,467	3,496,420	4,694,907	1,236,389	3,612,253	4,846,642	
Vacancy Loss - Residential - Tenant Rents					(5,269)	(80,116)	(86,386)	(6,332)	(82,119)	(88,451)	(6,305)	(84,172)	(90,568)	(6,459)	(86,277)	(92,736)	(6,524)	(88,433)	(94,957)	
Vacancy Loss - Residential - Tenant Assistance Payments					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Vacancy Loss - Commercial					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EFFECTIVE GROSS INCOME					1,078,420	3,098,884	4,177,304	1,114,350	3,199,802	4,314,152	1,151,538	3,304,180	4,455,718	1,190,028	3,412,143	4,602,171	1,229,865	3,523,819	4,753,685	
OPERATING EXPENSES																				
Management																				
Management Fee					3.5%	3.5%	1st Year to be set according to HUD schedule	41,298	165,144	206,430	42,711	170,924	213,665	44,277	176,906	221,133	45,774	183,088	228,872	47,377
Asset Management Fee					3.5%	3.5%	per MOHCD policy	8,135	32,542	40,677	8,420	33,661	42,101	8,715	34,660	43,100	9,016	37,343	46,878	
Sub-total Management Expenses								49,433	197,686	247,107	51,131	204,605	255,766	52,941	211,566	264,233	54,794	219,178	273,872	56,372
Salaries/Benefits																				
Office Salaries					3.5%	3.5%		50,982	203,847	254,808	52,745	210,981	263,727	54,591	218,986	273,957	56,502	226,009	282,511	58,480
Manager's Salary					3.5%	3.5%		24,993	97,572	121,985	25,247	100,887	126,234	26,130	104,422	130,652	27,045	108,180	135,225	27,992
Health Insurance and Other Benefits					3.5%	3.5%		49,148	196,580	245,738	50,869	203,471	254,339	52,648	210,592	263,240	54,491	217,983	272,454	56,399
Other Salaries/Benefits					3.5%	3.5%		386,126	92,092	493,191	391,011	95,253	478,294	394,366	498,937	498,148	102,027	510,195	422,434	
Administrative Rent-Free Unit					3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	
Sub-total Salaries/Benefits								492,629	590,041	1,082,670	505,871	610,692	1,120,653	527,716	632,067	1,198,783	546,148	654,189	1,206,735	665,303
Administration																				
Advertising and Marketing					3.5%	3.5%		787	3,150	3,937	815	3,260	4,075	843	3,374	4,217	873	3,492	4,365	904
Office Expenses					3.5%	3.5%		10,943	43,771	54,714	11,326	45,303	56,629	11,722	46,888	58,611	12,132	48,330	60,662	
Office Rent					3.5%	3.5%		-	-	-	-	-	-	-	-	-	-	-	-	
Legal Expense - Property					3.5%	3.5%		1,249	4,993	6,241	1,292	5,187	6,450	1,337	5,348	6,685	1,384	5,635	6,919	
Audit Expense					3.5%	3.5%		7,001	28,005	35,008	7,246	28,895	36,232	7,500	30,000	37,500	7,762	31,050	38,112	
Bookkeeping/Accounting Services					3.5%	3.5%		5,786	23,072	28,839	5,973	23,879	29,849	6,179	24,715	30,884	6,386	25,580	31,675	
Bank Drafts					3.5%	3.5%		4,365	17,382	21,728	4,498	17,990	22,448	4,655	18,623	23,275	4,818	19,272	24,000	
Miscellaneous					3.5%	3.5%		5,762	23,049	28,811	5,944	23,855	29,819	6,173	24,690	30,863	6,399	25,505	31,943	
Sub-total Administration Expenses								35,855	143,421	179,276	37,110	148,440	185,590	38,409	153,636	192,045	39,793	159,013	198,756	41,145
Utilities																				
Electricity					3.5%	3.5%		20,145	80,580	100,725	20,850	83,401	104,251	21,580	86,220	107,899	22,331	89,341	111,676	
Water					3.5%	3.5%		27,128	108,512	135,640	28,077	112,310	140,387	29,080	116,240	145,301	30,077	120,309	150,386	
Gas					3.5%	3.5%		38,575	154,298	192,473	39,925	159,689	199,823	41,322	165,288	206,610	42,768	171,073	213,842	
Sewer					3.5%	3.5%		85,848	343,390	428,238	88,852	355,409	444,261	91,962	367,848	458,810	95,181	380,723	475,904	
Sub-total Utilities								185,496	727,780	906,281	189,712	746,829	930,761	195,172	766,967	958,610	199,922	781,753	976,838	
Taxes and Licenses																				
Real Estate Taxes					3.5%	3.5%		3,951	15,403	19,753	4,069	16,392	21,340	4,197	17,480	22,915	4,345	18,680	24,820	
Payroll Taxes					3.5%	3.5%		10,742	42,969	53,711	11,118	44,473	55,591	11,507	46,029	57,537	11,910	47,641	59,551	
Miscellaneous Taxes, Licenses and Permits					3.5%	3.5%		3,249	12,923	16,389	3,371	12,923	16,389	3,500	13,182	16,845	3,630	13,450		
Sub-total Taxes and Licenses								17,942	71,295	89,853	18,558	73,814	93,320	19,207	76,642	97,195	19,585	79,570	101,816	
Insurance																				
Property and Liability Insurance					3.5%	3.5%		61,300	245,201	306,502	63,446	253,783	317,229	65,668	262,666	328,332	67,965	271,859	339,824	
Fidelity Bond Insurance					3.5%	3.5%		4,550	18,189	22,748	4,709	18,836	23,544	4,874	19,495	24,369	5,044	20,177	25,043	
Director's & Officers' Liability Insurance					3.5%	3.5%		65,850	263,400	329,350	68,155	272,619	340,774	70,540	282,161	352,791	73,009	292,036	365,645	
Sub-total Insurance								131,700	526,790	666,600	136,310	545,228	697,747	147,286	574,538	736,536	150,648	593,668	766,514	
Maintenance & Repair																				
Payroll					3.5%	3.5%		85,067	332,267	418,334	87,344	339,277	426,701	89,701	346,805	436,506	92,147	354,663	445,704	
Supplies					3.5%	3.5%		10,085	40,292	50,377	10,418	41,671	52,089	10,788	43,130	53,912	11,189	44,639	55,799	
Contracts					3.5%	3.5%		61,690	246,719	309,588	63,838	255,354	319,192	66,075	264,591	330,364	68,305	273,541	341,927	
Garbage and Trash Removal					3.5%	3.5%		242,113	96,854	121,087	24,861	100,244	125,305	25,939	103,792	129,890	26,848	107,394	134,230	
Security Payroll/Contract					3.5%	3.5%		6,747	26,899	33,736	6,983	27,934	34,917	7,228	28,912	36,139	7,481	29,923		
HVAC Repairs and Maintenance					3.5%	3.5%		18,881	75,523	94,408	19,542	78,168	97,710	20,228	80,304	101,130	20,944	83,736	104,670	
Vehicle and Maintenance Equipment Operation and Repairs					3.5%	3.5%		202,125	80,863	101,075	20,923	83,650	104,613	21,653	86,520	108,273	22,413	89,651	112,064	
Miscellaneous Operating and Maintenance Expenses					3.5%	3.5%		306,869	827,476	1,034,545	214,109	856,438	1,076,547	221,600	886,413	1,108,616	229,359	917,437	1,146,797	
Sub-total Maintenance & Repair Expenses								1,311,586	5,042,581	6,253,1										

Exhibit C – Self-compliance Certification Form

SOS Compliance Self-Certification Form

**Senior Operating Subsidy Compliance Self-Certification Form
Annual Subsidy Disbursement Request
San Francisco Mayor's Office of Housing and Community Development**

**** This form must be completed by Senior Operating Subsidy Grantee (Project Owner) or authorized agent. ****

Per the terms of the Senior Operating Subsidy ("SOS") Grant Agreement, for every year after initial disbursement of the SOS payment, the Grantee is to provide the Disbursement Request and Compliance Certifications within sixty (60) business days of the beginning of the disbursement year.

Please complete, execute and return this form, along with the disbursement request to agnes.defiesta@sfgov.org

Please allow three (3) weeks for processing and disbursement.

Project Name: _____

Project Street Address: _____

Disbursement Period – Start Date: _____ End Date: _____

Owner Compliance Certification

The undersigned owner, having received SOS funds pursuant to the SOS Grant Agreement entered into with the City and County of San Francisco ("CCSF") for the purpose of providing affordable housing subsidies for low-income seniors, does hereby certify as follows:

*Initial all statements below, and supply data to make the statement complete where needed (look for underlined blanks, e.g. _____). **For any statements that are not true or require additional clarification, you must supply a detailed explanation and supporting documents.** The failure to provide a conforming response to all statements below will delay disbursement of the SOS annual disbursement, which may result in a default condition under the SOS Grant Agreement.*

	True	False	
1	<input type="checkbox"/>	<input type="checkbox"/>	The undersigned is in compliance with all of its obligations under the City Loan Documents and the Senior Loan Documents.
2	<input type="checkbox"/>	<input type="checkbox"/>	The undersigned has maintained tenant services and the Tenant Services Provider shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement.
3	<input type="checkbox"/>	<input type="checkbox"/>	The undersigned affirms that No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, exists and remain uncured as of the requested date for the SOS payment to be disbursed hereunder.

***** This form must be completed by Grantee or authorized agent. *****

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

Signature: _____ Date: _____

Name: _____ Title: _____

Exhibit D – Legal Description of Real Property

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Parcel One:

Parcel A as shown on Parcel Map 11541, filed for record December 1, 2023 in Book 53 of Parcel Maps, at Page 160-163, San Francisco County Records.

EXCEPTING therefrom, the title and exclusive right to all of the minerals and mineral ores of every kind and Character now known to exist or hereafter discovered upon, within or underlying said property or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the right of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same and to make such use of said property beneath the surface as is necessary or useful in connection therewith, which use may include lateral or slant drilling, boring, digging or sinking of wells, shafts or tunnels; but without the right to drill, dig, or mine through the surface of said property in the exercise of said rights and without the right to disturb the surface of said land or otherwise develop the same in such manner as to endanger the safety of any highway structures that may be constructed on said property, as excepted from the deed from Southern Pacific Railroad Company, a corporation, to State of California, dated April 25, 1955, recorded April 10, 1956 (6822 OR 127).

Parcel Two:

Non-exclusive easements appurtenant to Parcel One above for access, use, maintenance, utilities, and encroachment purposes, as created in the Declaration Establishing Reciprocal Easements and Covenants Running with the Land recorded concurrently herewith in Official Records, more particularly described in Article 3 therein.

Assessor's Lot 015, Block 3739

(Formerly Assessor's Lot 014, Block 3739; previously Assessor's Lots 004, 007, and 008, Block 3739)

Exhibit E – Intentionally Omitted

Exhibit F – Intentionally Omitted

Exhibit G -- Lobbying/Debarment Certification Form

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Transbay 2 Senior, L.P.,
a California Limited Partnership

Managing General Partner:

CCDC Transbay 2 LLC,
a California limited liability company

By: Chinatown Community Development Center Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Malcolm Yeung
Executive Director

EXHIBIT H – ANNUAL MONITORING REPORT

**Owner Compliance Certification and Insurance & Tax Certification Form
2020 Annual Monitoring Report
San Francisco Mayor’s Office of Housing and Community Development**

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

Complete this form, sign and date it, scan it along with current liability and property insurance certificates into a single PDF file, then email the file along with AMR_RY2020 – project name.xlsx, audited financial statements, and current waiting list to moh.amr@sfgov.org.

Project Name: _____

Project Street Address: _____

Reporting Period – Start Date: _____ End Date: _____

Owner Compliance Certification

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

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

	True	False	
1			The CCSF Mayor’s Office of Housing and Community Development (“MOHCD”) has been alerted by the owner prior to any actions taken by the owner that affect the value of the property associated with this project, including but not limited to the establishment of any liens or encumbrances on the property; and, where required, the owner has obtained written authorization from MOHCD prior to taking any such actions.
2			The undersigned is not in default of the terms of any Agreements with CCSF for this project, nor has it been in default on any other loans, contracts or obligations on this property during the reporting period.
3			The undersigned has not been the subject of any actions relating to any other loans, contracts or obligations on this property which might have a material adverse financial impact on the property.
4			The owner has not lost or failed to renew funding for supportive services for the project during the reporting period and has made available (or caused to be made available through another party) all supportive services that are required by existing, applicable funding and regulatory agreements.
5			The owner has not lost or failed to renew funding for operating subsidy/ies for the project during the reporting period.
6			For any existing operating subsidies supporting the project, during the reporting period, the owner submitted a request for the maximum increase possible.
7			The owner has paid all taxes due for the reporting period and prior reporting periods.
8			The undersigned has marketed the units in the manner set forth in the marketing and resident selection provisions of the funding agreement/s entered into with CCSF.

**Owner Compliance Certification and Insurance & Tax Certification Form
2020 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development**

	True	False	
9			The project has met affordability and other leasing provisions set forth in the funding agreement/s entered into with CCSF during the entire reporting period. As of the end date of the reporting period, _____ units (<i>supply exact number</i>) were occupied or held vacant and available for rental by low-income tenants meeting the income qualifications pursuant to the funding agreement/s entered into with CCSF.
10			The undersigned has obtained a tenant income certification and/or third party documentation to support that certification from each tenant household occupying a unit restricted to occupancy by income-qualified tenants. All income certifications are maintained onsite with respect to each qualified tenant who resides in a unit or resided therein during the immediately preceding business year.
11			The total charges for rent and a utility allowance to each income-qualified tenant in a restricted unit do not exceed the maximum rent specified in the funding agreement/s entered into with CCSF as adjusted by the most recent HUD income and rent figures, which have been taken from the figures that are supplied by MOHCD on its website.
12			All withdrawals from the replacement and operating reserve accounts have been made in accordance with the MOHCD funding agreement/s, unless approved in writing by MOHCD.
13			Security deposits required of tenants of the project are in accordance with applicable laws and the funding agreement/s entered into with CCSF.
14			The undersigned has obtained and will maintain insurance policies in accordance with requirements of the funding agreement/s entered into with CCSF as may be reasonably updated from time to time, and has supplied with this AMR certificates of insurance that are current through the end of the reporting period.
15			The undersigned has maintained the units and common areas in a decent, safe and sanitary manner in accordance with all local health, building, and housing codes and in accordance with the HUD Housing Quality Standards.
16			The data submitted in Section 1A – Property & Residents of the Annual Monitoring Report regarding any violation/s of any health, building, or housing codes is complete and accurate; all required copies of violations/citations that were not resolved by the end of the reporting periods are also included with this AMR submission.
17			The undersigned has made best efforts to: (a) keep the units in good repair and available for occupancy; (b) keep the Project fully rented and occupied; and (c) maximize rental revenue at the Project by increasing tenant rents, and if applicable, contract rents and commercial rents, the maximum amount permitted under all current regulatory agreements, contracts, regulations and leases, without causing undue rent burden on residential tenants.
18			All questions in the Annual Monitoring Report submitted for this reporting period have been answered fully and truthfully; answers have been supplied for all of questions requiring detailed responses on the Annual Monitoring Narrative Worksheet and any related documents have been submitted as attachments.
19			The project has received additional equity proceeds in the amount of \$_____ (<i>supply amount</i>) from low-income housing tax credit investors during the reporting period.
20			Accurate information has been provided in Worksheet 2 - Fiscal Activity about any Federal Program Income earned by this project during the reporting period.
21			Any amounts charged as Asset Management Fees are reflected accurately under Income & Expenses in Worksheet 2 - Fiscal Activity of the Annual Monitoring Report, and all such amounts have been used exclusively toward asset management of this

**Owner Compliance Certification and Insurance & Tax Certification Form
2020 Annual Monitoring Report
San Francisco Mayor's Office of Housing and Community Development**

	True	False	
			project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative.
22			The calculation of cash flow in Worksheet 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies.
23			The Waiting List that has been submitted with the 2020 Annual Monitoring Report is an accurate and correct record as of the last day of the reporting period of the households who have applied to live at the Project, including the name of the head-of-household (or a suitable alternative), date of application, number of people in the household, stated household income and desired unit size.

Property and Liability Insurance

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

Property Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	
Liability Insurance		
	Property Street Address:	
	Policy Number:	
	Policy Effective Date:	
	Policy Expiration Date:	

Tax Certification

Enter the information requested below. You do **NOT** need to submit copies of the invoice or checks used to pay the tax.

Property Tax		
	Tax Year:	
	Amount of Tax Paid:	
	Date Paid:	
	Amount outstanding from taxes due for Reporting Period:	
	Amount outstanding from taxes due prior to Reporting Period:	

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

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

Signature: _____ Date: _____

Name: _____ Title: _____

Annual Monitoring Report - Instructions - Reporting Year 2020 - Mayor's Office of Housing & Community Development

The instructions and definitions below are organized by the worksheets contained within this Annual Monitoring Report. Please review the instructions below and within each worksheet thoroughly as instructions may have changed.

Updated 12/21/2020

1A. Property & Residents

Please follow the instructions provided on the worksheet.

1B. Transitional Programs Only

Use this worksheet to report the activity only of a transitional housing program, including program capacity, number of people served, length of stay and destination upon exit. Please follow the instructions provided on the worksheet.

1C. Eviction Data

MOHCD is required to collect this data by San Francisco Administrative Code Sections 20.500-20.508. Please follow the instructions provided on the worksheet.

2. Fiscal Activity

Income and Expenses

The purpose of the Income and Expenses form is to track actual income and expenses over the reporting period. In addition to the instructions below, please follow instructions provided on the worksheet.

INSTRUCTIONS:

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

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

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

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

Income

Rental Income

5120 Housing Units Gross Potential Tenant Rents. This account records gross rent payable by the tenant for all residential units. Offsetting debits to this account are Account 6331, Administrative Rent Free Unit.

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

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

Vacancy Loss

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

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

Other Income

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

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

5300 Supportive Services Income. Accounts in this series are used primarily by group home projects or other projects restricted to a special needs population (e.g., group home for mentally disabled or senior apartments). These accounts record revenues received or payable (other than rents) for services provided to tenants (e.g., meal services, housekeeping, etc.). Supportive service-related expenses are charged to accounts in the 6900 series. Enter the total of all revenues received or payable, and identify the source(s) of the income in cell D39.

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

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

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

5990 Other Revenue. This account records project revenue not otherwise described in the above revenue accounts.

Expenses

Management

6320 Management Fee. This account records the cost of management agent services contracted by the project. This account does not include charges for bookkeeping or accounting services paid directly by the project to either the management agent or another third party.

Salaries/Benefits

6310 Office Salaries. This account records salaries paid to office employees whether the employees work on site or not. Front-line responsibilities include for example, taking applications, verifying income and processing maintenance requests. The account does not include salaries paid to occupancy, maintenance and regional supervisors who carry out the agent's responsibility for overseeing or supervising project operations and personnel. These salaries are paid from the management fee. This account also does not include the project's share of payroll taxes (Account 6711) or other employee benefits paid by the project.

6330 Manager's Salary. This account records the salary paid to property managers. It does not include the project's share of payroll taxes or other employee benefits or compensation provided to residents managers in lieu of residents managers' salary payments.

6723 Employee Benefits: Health Insurance & Disability Insurance. This account records the cost of employee benefits paid and charged to the project for health insurance and disability insurance.

XXXX Employee Benefits: Retirement & Other Salary/Benefit Expenses. This account records the cost of employee benefits paid and charged to the project for retirement and any other employee salary/benefits.

6331 Administrative Rent Free Unit. This account records the contract rent of any rent free unit provided to a resident manager which would otherwise be considered revenue producing.

Administration

6210 Advertising and Marketing. This account records the cost of advertising the rental property.

6311 Office Expenses. This account records office expense items such as supplies, postage, stationery, telephone and copying.

6312 Office Rent. This account records the rental value of an apartment, otherwise considered potentially rent-producing, but used as the project office or as a model apartment. The account is normally debited by journal entry.

6340 Legal Expense - Property. This account records legal fees or services incurred on behalf of the project (as distinguished from the borrower/grantee entity). For example, agents charge legal fees for eviction procedures to this account.

6350 Audit Expense. This account records the auditing expenses incurred by the project that are directly related to requirements for audited financial statements and reports. This account does not include the auditor's charge for preparing the borrower/grantee's Federal, State and local tax returns. This account does not include the cost of routine maintenance or review of the project's books and records.

6351 Bookkeeping Fees/Accounting Services. This account records the cost of bookkeeping fees or automated accounting services not included in the management fee but paid to either the agent or a third party.

6370 Bad Debts. This account records by journal entry the amount of tenant accounts receivable that the agent estimates uncollectible at the end of the accounting period.

6390 Miscellaneous Administrative Expenses. This account records administrative expenses not otherwise classified in the 6300 Series. If the project had miscellaneous administrative expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

Taxes and Licenses

6710 Real Estate Taxes. This account records payments made for real estate taxes of the project.

6711 Payroll Taxes (Project's Share). This account records the project's share of FICA and State and Federal Unemployment taxes.

6790 Miscellaneous Taxes, Licenses and Permits. This account records any taxes, licenses, permit fees or costs of insurance assessed to the property and not otherwise categorized in the 6700 Series.

Insurance

6720 Property and Liability Insurance. This account records the cost of project property and commercial general/auto liability insurance.

6721 Fidelity Bond Insurance. This account records the cost of insuring project employees who handle cash.

6722 Workers' Compensation. This account records the cost of workers' compensation insurance for project employees.

6724 Directors and Officers Liabilities Insurance. This account records the cost of insurance to cover financial protection for the directors and officers of the ownership entity in the event they are sued in conjunction with the performance of their duties as they relate to the property.

Maintenance and Repairs

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

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

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

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

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

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

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

6590 Miscellaneous Operating and Maintenance Expenses. This account records the cost of maintenance and repairs not otherwise classified in the 6400 and 6500 account Series. If the project had miscellaneous operating and maintenance expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

Supportive Services

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

Reserve Account Activity

1320 Replacement Reserve Required Annual Deposits. This account records the required amount of deposits made to a segregated Replacement Reserve bank account from the project's Operating Account during the reporting period. See below for more guidance about data entry required for replacement reserve eligible expenditures.

1365 Operating Reserve Deposits. This account records amount of deposits made to a segregated Operating Reserve bank account from the project's Operating Account during the report period.

XXXX Operating Reserve Account Withdrawals. Enter the total amount of withdrawals made from the Operating Reserve, which will be deposited into the project's Operating Account during the reporting period.

1330 Other Reserve Accounts - Deposits. This account records amount of deposits made to segregated reserve bank accounts not identified above during the report period. Deposits are assumed to have been funded by the project's operating account and will decrease the surplus cash amount in row 136. You should provide the name of the account in cell D132.

XXXX Other Reserve Accounts - Withdrawals. This line is used to record the amount of withdrawals made from other segregated reserve bank accounts during the reporting period. Withdrawals entered are assumed to have been deposited into the project's operating account and will increase the surplus cash amount in row 136. You should provide the name of the account in cell D133.

3A. Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOHCD's funding agreements. Enter the data described below into the chart in Section 3A - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period.

- **NEW:** for each VACANT unit, in column D, enter the unit number, follow by "- Vac". For example, if Unit 201 was vacant, in column D, enter "201 - Vac."
- Identify manager's unit with the unit number, follow by "- Mgr". For example, if the manager occupies Unit 501, in column D, enter "501 - Mgr."
- For vacant units and manager's units, you must supply data in columns D, E, P, R and T. All other columns should be left blank.

COLUMN	DESCRIPTION
--------	-------------

C.	Row Number. Do not enter data in this column.
----	--

D.	Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.
----	--

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

Bed = (measurement for Group homes or transitional housing)

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

"**Studio**" = Studio unit

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

- “2BR” = 2 Bedroom unit
- “3BR” = 3 Bedroom unit
- “4BR” = 4 Bedroom unit
- “5+BR” = 5 or more Bedroom unit

- F. **Is the Unit Fully-Accessible or Adaptable?** Use the drop down menu to indicate which
- “Accessible - Mobility” = The unit is fully-accessible for persons with mobility impairment.
 - “Accessible - Communication” = The unit is fully-accessible for persons with visual and hearing impairment.
 - “Mobility & Communication” = The unit is fully-accessible for persons with mobility, visual and hearing impairment.
 - “Adaptable” = The unit was designed to be accessible, but some accessibility features may have been omitted or concealed.
 - “Not Accessible or Adaptable” = Not Accessible or Adaptable.
- G. **Date of Initial Occupancy.** Enter the date when the tenant occupied their *first unit in the project*. For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
- H. **Household Annual Income at Initial Occupancy.** Enter the tenant’s annual household income from the initial income certification that was done before they moved into their *first unit in the project*. For tenants who have transferred to another unit in the project, this amount will be different than the amount from the certification that was done when they moved into their current unit.
- I. **Household Size at Initial Occupancy.** Enter the number of people that was in the tenant’s household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.
- J. **Date of Most Recent Income Recertification.** Enter date of most recent income recertification. Leave blank for vacant units.
- K. **Household Annual Income as of Most Recent Recertification within reporting period.** Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.
- L. **Household Size as of Most Recent Recertification within reporting period.** Enter the number of occupants in the unit from the most recent recertification within the reporting period.
- M. **Minimum Occupancy for Unit Type.** The data here is automatically entered from items 25-31 on Worksheet #1A.
- N. **Maximum Occupancy for Unit Type.** The data here is automatically entered from items 25-31 on Worksheet #1A.
- O. **Overhoused or Overcrowded?** The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.
- P. **Overhoused or Overcrowded - Narrative** A household is “Overhoused” if there are fewer people residing in the unit than the minimum occupancy. “Overcrowded” means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.
- Q. **Is this Unit a HOPWA set-aside unit? (yes/no).** “HOPWA set-aside” units are required when HOPWA capital funding is used to acquire, construct or rehab a project.
- R. **Rental Assistance.** From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select “None” if no rental assistance comes with the unit or none is provided to the tenant.
- “RAD - PBV” = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a RAD Project-Based Section 8 subsidy that will remain with the unit after the tenant moves out.
 - “TPV” = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a HUD Tenant Protection Voucher subsidy to help prevent displacement and/or stabilize the property.
 - “Section 8 - Project Based” = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.
 - “Section 8 - Tenant Voucher” = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.
 - “PRAC - 202” = The unit receives a subsidy through a Project Rental Assistance Contract from HUD’s 202 program.
 - “PRAC - 811” = The unit receives a subsidy through a Project Rental Assistance Contract from HUD’s 811 program.
 - “S+C” = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.

“HOPWA” = The unit is a HOPWA-designated unit under the project funding from the Housing Opportunities for People With AIDS program. While HOPWA is not a source of tenant-based assistance, if the tenant is receiving any other form of subsidy, please report on the amount of Rental Assistance on this worksheet and note the source of the Rental Assistance in the Narrative section of the AMR.

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

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

“DAH (DPH)” = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.

“HSA Master Lease” = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.

“MHSA” = The unit receives a subsidy under CA HCD's Mental Health Services Act.

“HOME TBA” = Tenant receives assistance from a HOME-funded rental assistance program.

“Rent Supplement” = Tenant receives a supplemental rent payment from an outside agency.

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

- S. **Amount of Rental Assistance.** Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- T. **Amount of Maximum Gross Rent Allowed for Unit.** Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- U. **Amount of Tenant Paid Rent for Unit.** Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- V. **Utility Allowance.** If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- W. **Household Rent Burden.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- X. **Date of Most Recent Rent Increase within the Reporting Period.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.
- Y. **Amount of Most Recent Rent Increase within the Reporting Period.** ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- Z. **Percentage of Most Recent Rent Increase.** THIS IS A SELF-CALCULATING CELL - ENTER NO DATA HERE.

3B. Demographic

Gender and Sexual Orientation: on June 30, 2017, MOHCD published and distributed a Notice regarding new requirements to collect this demographic data. Click this cell to review the [Notice](#) if you have any questions about this.

Gender. Provide info for the Head of Household. The 8 possible answers for Gender are:

- Female
- Male
- Genderqueer/Gender Non-binary
- Trans Female
- Trans Male
- Not listed
- Declined/Not Stated
- Question Not Asked

Sexual Orientation. Provide info for the Head of Household. The 7 possible answers for Sexual Orientation are:

- Bisexual
- Gay /Lesbian/Same-Gender Loving
- Questioning /Unsure
- Straight/Heterosexual
- Not listed
- Decline to Answer
- Not Stated

Elderly Household. For each residential unit, enter "Yes" if the anyone in the household is a person that is at least 62 years of age. Enter "No" if everyone in the household is younger than 62.

Number of Children Under Age 18 in Household. Enter the number of occupants in the unit that were under age 18 as of the end date of the reporting period.

Disability. If any members of the household have any of the listed disabilities, select the disability from the drop-down menu. Select "None" if the unit is not occupied by any tenants with a listed disability.

3C. Summary of Reported Household Demographics

No data entry required. Output based on information reported from Worksheets 3A and 3B.

4. Narrative

Please follow the instructions provided on the worksheet.

5. Project Financing

Supply the info requested about all current financing of the project. Lenders should be listed in lien order, i.e., with the most-senior lender in the first lien position, the most-junior lender in last lien position.

6. Services Funding

For each service that is provided based on your answers to questions 51-61 on Worksheet 1A, you must supply additional info about each service provider on Worksheet 6. Services Funding.

7. Supplementary Audit Information - Required by MOHCD

Use this template to satisfy the audit requirement for MOHCD-funded projects. Project Owners/auditors may enter data directly into this worksheet and then print it to create the required Supplemental Schedules in the Audited Financial Statement. Alternatively, the audit requirement may be satisfied by using a form generated by the Sponsor's accounting system, as long as the form includes all the elements contained within MOHCD's template.

Completeness Tracker

Use this worksheet to track your work and to verify that you have completed all required data entry.

Links to Relevant Policies

Double click on the following web links to access the policy documents posted at SFGOV for your reference. The web address of the pages on the web are included for manual navigation as well.

[MOHCD Forms Page at SFMOHCD.ORG](http://sfmohcd.org/documents-reports-and-forms)

<http://sfmohcd.org/documents-reports-and-forms>

[Program Income Overview](http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH_ProgIncomeOverview.pdf)

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH_ProgIncomeOverview.pdf

[MOHCD Residual Receipt Policy](http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf)

<http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf>

[MOHCD Insurance Requirements Policy](http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K_2014-05-21.pdf)

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K_2014-05-21.pdf

[MOHCD Operating Fees Policy](http://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf)

<http://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf>

**Annual Monitoring Report - Property & Residents - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

# IDENTIFYING INFO					
1		Reporting Period Start Date (m/d/yyyy)			
2		Reporting Period End Date (m/d/yyyy)			
3		Property Name (select from drop down)			
4		Property Full Street Address (e.g. "123 Main Street")			
CONTACT INFO					
5		Sponsor Executive Director Name			
6		Phone Number			
7		E-mail			
8		Property Management Company			
9		Property Manager Name			
10		Phone Number			
11		E-mail			
12		Property Supervisor Name			
13		Phone Number			
14		E-mail			
15		Property Owner Name			
16		Property Owner Contact Person			
17		Phone Number			
18		E-mail			
19		Asset Manager Name			
20		Phone Number			
21		E-mail			
22		AMR Preparer's Name			
23		Phone Number			
24		E-mail			
PROPERTY/MARKETING INFO					
25		Is the project any of the following: Transitional Housing, Residential Treatment Program, Shelter or Transitional Group Home? (select "yes" or "no" from the drop-down menu to the left.) <i>If you answer "yes", skip questions 26 through 39 below, and continue with question 40. Also, you must complete worksheet "1B.TransitionalProg."</i>			
What is the Unit Mix for the Property? Please include any manager's units in this tally.					
	Unit Types	Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.
26	Single Room Occupancy (SRO) Units		1		
27	Studio Units		1		
28	One-Bedroom (1BR) Units		1		
29	Two-Bedroom (2BR) Units				
30	Three-Bedroom (3BR) Units				
31	Four-Bedroom (4BR) Units				
32	Five- or More (5+BR) Bedroom Units				
33	TOTAL # Units---->	0			

34		Vacancies - How many vacancies occurred at the project during the reporting period? (Be sure that the number you report here is not less than the number of vacant units that are included on worksheet 3.)
35	0	Evictions - How many evictions occurred during the reporting year? (This data in this field is automatically calculated from the data that is entered on worksheet 1C. You must complete worksheet 1C, unless the project is transitional housing, a residential treatment program, a shelter or a transitional group home.)
36		Vacant Unit Rent-Up Time - <i>(in DAYS)</i> State the average vacant unit rent-up time. This is the period from the time a household moves out to when the unit is rented again. # 4 Please EXCLUDE any units that are being held vacant to support rehabilitation or other temporary relocation needs. <i>If this period exceeds 30 days, you must answer Question # 4 on the Narrative worksheet. (Click on # 4 at left to jump to Narrative worksheet.)</i>
37		Waiting List - How many applicants are currently on the waiting list? <i>(Please also submit a copy of the waiting list, see AMR submission instructions.)</i>
38		When was the waiting list last updated? (m/yyyy)
39		Affirmative Marketing - Did you conduct any marketing of the project during the reporting period? <i>If you conducted marketing during the reporting period, you must answer Question #5 on the Narrative worksheet. (Click on #5 at left to jump to Narrative worksheet.)</i> # 5
40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
41		What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
42		How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). <i>If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.)</i> # 2
43		# 2 How many Health, Building or Housing Code Violations were open from <i>prior</i> years?
44		How many Health, Building or Housing Code Violations were cleared in the reporting year?
45		Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) <i>If there are needed major repairs you must answer Question #3 on the Narrative worksheet. (Click on #3 at left to jump to Narrative worksheet.)</i> # 3

46		<p>If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.)</p>
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Resident Services: AN ANSWER IS REQUIRED FOR questions 51-61. Indicate below any services that were available to the residents free of charge, on site or at another designated location within 1/4 mile of the project. You must also provide additional information about each of the marked services below on Worksheet "6.Services"

47		Go To WS6 After School Program/s (y/n)
48		Go To WS6 Licensed Day Care Service (<i>participant fees are allowable for day care ONLY</i>) (y/n)
49		Go To WS6 Youth Program/s (y/n)
50		Go To WS6 Educational Classes (e.g. basic skills, computer training, ESL) (y/n)
51		Go To WS6 Health and Wellness Services/Programs (y/n)
52		Go To WS6 Employment Services (y/n)
53		Go To WS6 Case Management, Information and Referrals (y/n)
54		Go To WS6 Benefits Assistance and Advocacy; Money Management; Financial Literacy and Counseling (y/n)
55		Go To WS6 Support Groups, Social Events, Organized Tenant Activities (y/n)
56		Go To WS6 Other Service #1 - Please specify in column G.
57		Go To WS6 Other Service #2 - Please specify in column G.

POPULATION SERVED

Target / Actual Populations: As of the last day of the reporting period, what are the Actual and Target Populations (expressed as Number of Households) for the Project?

Under Target Population, enter the number of units at the project that, as a requirement of a specific funding source (e.g. 202, HOPWA, McKinney), are targeted to and set aside for the target populations shown in the table. Under Actual Population, enter the number of households at the project that, as of the end of the reporting period, contained at least one person who is a member of the populations shown in the table.

		Target Population		Actual Population	
58		0	<i>Families</i>	0	<i>Families</i>
59		0	<i>Persons with HIV/AIDS</i>	0	<i>Persons with HIV/AIDS</i>
60		0	<i>Housing for Homeless</i>	0	<i>Housing for Homeless</i>
61		0	<i>Mentally or Physically Disabled</i>	0	<i>Mentally or Physically Disabled</i>

62		0	Senior Housing	0	Senior Housing
63		0	Substance Abuse	0	Substance Abuse
64		0	Domestic Violence Survivor	0	Domestic Violence Survivor
65		0	Veterans	0	Veterans
66		0	Formerly Incarcerated	0	Formerly Incarcerated
67		0	Transition-Aged Youth ("TAY")	0	Transition-Aged Youth ("TAY")

Remember, **SAVE YOUR WORK!**

Annual Monitoring Report - Transitional Programs - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Project Address:

Project Capacity: What is the target capacity of this project? (All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

	A. Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	D. Num of Beds
1					
2	0		Total Households (Singles and Families) That Can Be Served		

Persons Served During Operating Year (All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

	A. Num Singles Not in Families	B. Num Families	C1. Num Adults in Families	C2. Num Children in Families	
3					Num on the first day of operating year
4					Num entering the program during the operating year
5	0		Total Households (Singles and Families) Served		
6					Num who left the program during the operating year
7	0	0	0	0	Num in the program on the last day of the operating year
8	0		Total Households in program on the last day of the operating year		
9					<--Capacity Utilization Rate (by Household as of last Day of Operating Year)

If the Capacity Utilization Rate is **LESS** than 75% you must respond to the following:

10		1. Explain the reason(s) why the capacity utilization rate is as low as it is; and
11		2. Describe plan/s to raise the capacity utilization rate to at least 75%, with specific timeline.

Length of Stay: For the 0 households that LEFT the program during the operating year, how many were in the project for the following lengths of time? (Total in cell H28 should match total of cells H14 + I14. All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

12		Less than 1 month
13		1 to 2 months
14		3 - 6 months
15		7 months -12 months
16		13 months - 24 months
17		25 months - 3 years
18	0	TOTAL # HH's that left the program

Destination: For the 0 households reported to have LEFT the program during the operating year, how many left for the following destinations? (Total in cell H53 should match total of cells H14 + I14. All blanks in this section must be filled with a number of "0" or greater in order for the worksheet to be complete.)

19		Rental - House or Apartment (no subsidy)	PERMANENT
20		Public Housing	
21		Section 8 Voucher	
22		Subsidized Rental - house or apartment	
23		Homeownership	
24		Moved in with family or friends	TRANSITIONAL
25	0	Permanent Housing Subtotal	
26		Transitional Housing for homeless persons	TRANSITIONAL
27		Moved in with family or friends <i>TEMPORARILY</i>	
28	0	Transitional Housing Subtotal	INSTITUTIONAL
29		Psychiatric hospital	
30		Inpatient alcohol or other drug treatment facility	
31		Jail/Prison	
32		Medical Facility	
33	0	Institutional Subtotal	OTHER
34		Emergency Shelter	
35		Places not meant for human habitation (e.g. street)	
36		Unknown	
37		Other	
38	0	Other Subtotal	OTHER
39	0	TOTAL # HH's that left the program	

Annual Monitoring Report - Eviction Data - Reporting Year 2020 - Mayor's Office of Housing & Community Development

Project Address:

This section of the AMR must be completed for all projects, except for transitional housing or residential treatment services.

Number of households who lived in the project during the reporting period:

1 Number of households who lived in the project AT ANY TIME during the reporting period. Be sure to include all households that moved in during the reporting period.

Number of households in the project who received Notices of Eviction during the reporting period for each of the following reasons:
(If more than one reason applies to a household, report only the primary reason.)
You MUST answer every question (i.e., enter zero if applicable).

Ethnicity and Race data for households that received Notices of Eviction during the reporting period:

		enter # below	enter # below
2	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
3	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
4	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
5	Demolition	Asian - Chinese	Other Black
6	Denial of Access to Unit	Asian - Filipino	North African
7	Development Agreement	Asian - Japanese	West Asian
8	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
9	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
10	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
11	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
12	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
13	Lead Remediation	Other Asian	White - European
14	Non-payment of Rent	Latino - Caribbean	Other White
15	Nuisance	Latino - Central American	Not Reported
16	Other	Latino - Mexican	0 Total (must match Total number in E29)
17	Owner Move In	Latino - South American	
18	Roommate Living in Same Unit	Other Latino	Gender data for households that received Notices of Eviction during the reporting period:
19	Substantial Rehabilitation		Female
20	Unapproved Subtenant		Male
21	0 Total number of households who received Notices of Eviction		Genderqueer/Gender Non-Binary
			Trans Female
			Trans Male
			Not Listed
			Declined / Not Stated
		0 Total (must match Total number in E29)	0 Total (must match Total number in E29)

Number of Unlawful Detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:
(If more than one reason applies to a household, report only the primary reason.)
You MUST answer every question (i.e., enter zero if applicable).

Ethnicity and Race data for households for which Unlawful Detainers were filed during the reporting period:

		enter # below	enter # below
22	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
23	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
24	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
25	Demolition	Asian - Chinese	Other Black
26	Denial of Access to Unit	Asian - Filipino	North African
27	Development Agreement	Asian - Japanese	West Asian
28	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
29	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
30	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
31	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
32	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
33	Lead Remediation	Other Asian	White - European
34	Non-payment of Rent	Latino - Caribbean	Other White
35	Nuisance	Latino - Central American	Not Reported
36	Other	Latino - Mexican	0 Total (must match Total number in E56)
37	Owner Move In	Latino - South American	
38	Roommate Living in Same Unit	Other Latino	Gender data for households for which Unlawful Detainers were filed during the report period:
39	Substantial Rehabilitation		Female
40	Unapproved Subtenant		Male
41	0 Total number of unlawful detainer actions filed		Genderqueer/Gender Non-Binary
			Trans Female
			Trans Male
			Not Listed
			Declined / Not Stated
		0 Total (must match Total number in E56)	0 Total (must match Total number in E56)

Number of households Evicted from the project during the reporting period for each of the following reasons:
(If more than one reason applies to a household, report only the primary reason.)
You MUST answer every question (i.e., enter zero if applicable).

Ethnicity and Race data for households that were Evicted during the reporting period:

		enter # below	enter # below
42	Breach of Lease Agreement	Indigenous - American Indian/Native American	Black - African
43	Capital Improvement	Indigenous from Mexico, the Caribbean, Central America or South America	Black - African American
44	Condo Conversion	Other Indigenous	Black - Caribbean, Central American, South American or Mexican
45	Demolition	Asian - Chinese	Other Black
46	Denial of Access to Unit	Asian - Filipino	North African
47	Development Agreement	Asian - Japanese	West Asian
48	Ellis Act Withdrawal	Asian - Korean	Other Middle Eastern or North African
49	Failure to Sign Lease Renewal	Asian - Mongolian	Pacific Islander - Chamorro
50	Good Samaritan Tenancy Ends	Asian - Central Asian	Pacific Islander - Native Hawaiian
51	Habitual Late Payment of Rent	Asian - South Asian	Pacific Islander - Samoan
52	Illegal Use of Unit	Asian - Southeast Asian	Other Pacific Islander
53	Lead Remediation	Other Asian	White - European
54	Non-payment of Rent	Latino - Caribbean	Other White
55	Nuisance	Latino - Central American	Not Reported
56	Other	Latino - Mexican	0 Total (must match Total number in E83)
57	Owner Move In	Latino - South American	
58	Roommate Living in Same Unit	Other Latino	Gender data for households that were Evicted during the reporting period:
59	Substantial Rehabilitation		Female
60	Unapproved Subtenant		Male
61	0 Total number of households evicted (flows to question #35 on Worksheet 1A)		Genderqueer/Gender Non-Binary
			Trans Female
			Trans Male
			Not Listed
			Declined / Not Stated
		0 Total (must match Total number in E83)	0 Total (must match Total number in E83)

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
16	INCOME & EXPENSES				
17	12 Month Report Period	Start Date:	1/0/1900	End Date:	1/0/1900
18	Number of Units-->	0			
19		Account			
20	Description of Income Accounts	Number	Residential	Non-Residential	Total
21					
22	Rental Income				
23	Housing Units - Gross Potential Tenant Rents	5120			
24	Rental Assistance Payments (identify ALL sources in row below if applicable, including LOOSP funding)	5121			
25	Source/s---->				
26	Commercial Unit Rents	5140			
27	sub-total Gross Rental Income:		\$0.00	\$0.00	\$0.00
28	Vacancy Loss - enter amounts as negative numbers!				vacancy rate
29	Housing Units	5220		Must click & explain if Residential Vac Rate is > 15%	
30	Commercial	5240			0.00%
31	sub-total Vacancies:		\$0.00	\$0.00	\$0.00
32					
33	NET RENTAL INCOME:		\$0.00	\$0.00	\$0.00
34					
35	Other Income				
36	Garage and Parking Spaces	5170			
37	Miscellaneous Rent Income	5190			
38	Supportive Services Income - Do not enter supportive services income if it is tracked in a separate budget and not appropriate per MOHCD loan terms to be included in Residual Receipts calculation.	5300			
39	Supportive Services Income Source/s- identify program source(s) if applicable -->				
40	Interest Income - Project Operations (From Operating Account Only)	5400			
41	Laundry and Vending	5910			
42	Tenant Charges	5920			
43	Other Revenue	5990			
44	sub-total Other Income Received:		\$0.00	\$0.00	\$0.00
45					
46	TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
47					
48	INCOME & EXPENSES				
49		Account Number			
50	Description of Expense Accounts		Residential	Non-Residential	Total
51	Management				
52	Management Fee	6320			
53	"Above the Line" Asset Management Fee (amount allowable may be limited, see Asset Mgt. Fee Policy)				
54	sub-total Management Expense:		\$0.00	\$0.00	\$0.00
55	Salaries/Benefits				
56	Office Salaries	6310			
57	Manager's Salary	6330			
58	Employee Benefits: Health Insurance & Disability Insurance	6723			
59	Employee Benefits: Retirement & Other Salary/Benefit Expenses				
60	Administrative Rent Free Unit	6331			
61	sub-total Salary/Benefit Expense:		\$0.00	\$0.00	\$0.00
62	Administration				
63	Advertising and Marketing	6210			
64	Office Expenses	6311			
65	Office Rent	6312			
66	Legal Expense - Property	6340			
67	Audit Expense	6350			
68	Bookkeeping/Accounting Services	6351			
69	Bad Debts	6370			
70	Miscellaneous Administrative Expenses (must click & explain if >\$10k)	6390			
71	sub-total Administrative Expense:		\$0.00	\$0.00	\$0.00
72	Utilities				
73	Electricity	6450			
74	Water	6451			
75	Gas	6452			

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
76	Sewer	6453			
77	sub-total Utilities Expense:		\$0.00	\$0.00	\$0.00
78	Taxes and Licenses				
79	Real Estate Taxes	6710			
80	Payroll taxes	6711			
81	Miscellaneous Taxes, Licenses, and Permits	6719			
82	sub-total Taxes and License Expense:		\$0.00	\$0.00	\$0.00
83	Insurance				
84	Property and Liability Insurance	6720			
85	Fidelity Bond Insurance	6721			
86	Workers' Compensation	6722			
87	Directors & Officers Liabilities Insurance	6724			
88	sub-total Insurance Expense:		\$0.00	\$0.00	\$0.00
89	Maintenance and Repairs				
90	IMPORTANT NOTE RE: TREATMENT OF CAPITAL AND NON-CAPITAL MAINTENANCE REPAIR EXPENSES ELIGIBLE FOR PAYMENT BY REPLACEMENT RESERVE: If possible, exclude those from this section. If you do include those expenses here, be sure to record the amounts in rows 103 (non-capital) and 210:215 below (capital).				
91	Payroll	6510			
92	Supplies	6515			
93	Contracts	6520			
94	Garbage and Trash Removal	6525			
95	Security Payroll/Contract	6530			
96	HVAC Repairs and Maintenance	6546			
97	Vehicle and Maintenance Equipment Operation and Repairs	6570			
98	<u>Miscellaneous Operating and Maintenance Expenses (must click & explain if >\$10k)</u>	6590			
99	sub-total Maintenance Repair Expense:		\$0.00	\$0.00	\$0.00
100	Supportive Services: do not enter supportive services expenses if tracked in separate budget and not eligible to be counted against project income for residual receipts calculation.	6930			
101	SUB-TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
102	Capital Maintenance Repairs/Improvements eligible for payment by Replacement Reserve. If capital costs were entered in amounts for Maintenance & Repairs section above and are eligible for payment by the Replacement Reserve, please enter details in Replacement Reserve-Eligible Expenditures below, beginning from row 207. Amounts provided in F210:215 will be linked to cell F102 and netted out from operating expenses.		\$0.00		
103	Non-Capital Maintenance Repair Expenses eligible for payment by Replacement Reserve. Only enter amounts here if they were included in amounts entered for Maintenance & Repairs section above and will be reimbursed by Replacement Reserve. Amount will be netted out from operating expenses. Enter as positive number.				
104	TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
105		Name of Lessor/ Bond Monitoring Agency/ Reserve Account			
106	Ground Lease Base Rent/Bond Fees/Reserves				
107	Ground Lease - Base Rent (provide Lessor name to the right)				\$0.00
108	Bond Monitoring Fee				\$0.00
109	Replacement Reserve Required Annual Deposit (Source is Operating Account.) Enter as positive number.	1320			\$0.00
110	Operating Reserve Deposits (Source is Operating Account.) Enter as positive number.	1365			\$0.00
111	Operating Reserve Account Withdrawals (For deposits to Operating Account.) Enter as positive number.				\$0.00
112	Other Required Reserve Account Deposits (Source is Operating Account. Enter as positive number. Identify reserve account in next col) (1330)				\$0.00
113	Other Required Reserve Account Withdrawals (For deposit to Operating account. Enter as positive number. Identify account in next col ---->				\$0.00
114	Sub-total Ground Lease Base Rent/Bond Fees/Reserves		\$0.00	\$0.00	\$0.00
115					
116	TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Bond Fees)		\$0.00	\$0.00	\$0.00
117		Acct Num	Residential	Non-Residential	Total
118	1. TOTAL INCOME RECEIVED:		\$0.00	\$0.00	\$0.00
119	2. TOTAL OPERATING EXPENSES:		\$0.00	\$0.00	\$0.00
120	3. NET OPERATING INCOME:		\$0.00	\$0.00	\$0.00
121					
122	4. Debt Service (Principal and Interest)	Name of Lender / Describe Other Amt Paid	Residential	Non-Residential	Total
123	Lender1 - Principal Paid (provide lender name to the right)				
124	Interest Paid				
125	Other Amount (describe to the right)				
126	Lender2 - Principal Paid (provide lender name to the right)				
127	Interest Paid				
128	Other Amount (describe to the right)				
129	Lender3 - Principal Paid (provide lender name to the right)				

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15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
130	Interest Paid				
131	Other Amount (describe to the right)				
132	Lender4 - Principal Paid (provide lender name to the right)				
133	Interest Paid				
134	Other Amount (describe to the right)				
135	Total Debt Service Payments		\$0.00	\$0.00	\$0.00
136					
137	Surplus Cash, Detail (NOI minus Debt Service and Reserve Activity)		\$0.00	\$0.00	\$0.00
138					
139	If amount for Surplus Cash above is negative: - you must provide a detailed explanation to question #8 on the Narrative worksheet - you must NOT supply data for any of the fields for Uses of Surplus Cash below		Go to ws4 Narrative question #8		
140	Surplus Cash, Total----->				\$0.00
141	Distribution of Surplus Cash/Residual Receipts - (Response Required.) In the space below, please provide a detailed narrative summary of allowable distributions of Surplus Cash that accurately reflects the requirements under all MOHCD agreements as well as the requirements of other funders and any other agreements that govern. Please include the calculation methodology, applicable annual increases, etc. For proposed distribution amounts entered in column J, rows 143-165, select the distribution priority for each of the uses of cash flow/surplus cash in column H. If distribution of surplus cash is not allowed under MOHCD agreements or other funder agreements, enter N/A in the box below.				
142					
143	USES OF SURPLUS CASH THAT ARE AUTHORIZED TO BE PAID PRIOR TO CALCULATION OF RESIDUAL RECEIPTS PAYMENTS (IF APPLICABLE)			Distribution Priority (select below)	Leave cells below blank if Surplus Cash is <= \$0.
144	5. Operating Reserve Replenishments (Deposits made out of surplus cash to satisfy minimum balance requirements).				
145	6. "Below-the-line" Asset Mgt fee (prior written authorization from City/SFRA may be required, see Asset Mgt. Fee Policy).				
146	7a. Partnership Management fee due from this reporting period, if any (tax credit projects only; not allowed if project is beyond 15-year compliance period).				
147	7b. Partnership Management fee accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, typically must be paid out of owner distribution, entries usually not allowed here).				
148	8a. Investor Services Fee (aka LP Asset Management Fee) due from this reporting period, if any (tax credit projects only; per City policy, not allowed if project is beyond 15-year compliance period).				
149	8b. Investor Services Fee (aka LP Asset Management Fee) accrued but unpaid from PRIOR reporting periods, if any (tax credit projects only; per City policy, typically must be paid out of owner distribution, entries usually not allowed here)).				
150	9. Deferred Developer fee, if any				
151	10. Other payments: use question #1 on the Narrative (worksheet #4) to provide details about any fees or other payments, including ground lease residual rent payments for a non-MOHCD/OCII ground lease. Failure to provide details will result in disallowance of this expense. You may only include payments that were approved by MOHCD at time of funding that are also explicitly authorized by a Partnership Agreement or similar project document.	Go to ws4 Narrative question #1			
152	11ai. Debt Pmt to other lender1: Principal Paid (note lender name to right)				
153	11aii. Debt Pmt to other lender1: Interest Paid				
154	11bi. Debt Pmt to other lender2: Principal Paid (note lender name to right)				
155	11bii. Debt Pmt to other lender2: Interest Paid				
156	Total Payments preceding Residual Receipts Calculation:				\$0.00
157					
158	12. RESIDUAL RECEIPTS				\$0.00
159				Distribution Priority (select below)	Leave cells below blank if Surplus Cash is <= \$0.
160	12a. MOHCD Residual Receipts Due for Loan Repayment				
161	12b. MOHCD Residual Receipts Due for Ground Lease Residual Rent Payment				
162	12c. <i>Subtotal Residual Receipts Payments to MOHCD</i>				\$0.00
163	12d. Residual Receipts Debt Pmt to other lender3 (note lender name to right)				

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
164	12e. Residual Receipts Debt Pmt to other lender4 (note lender name to right)				
165	12f. Residual Receipts Debt Pmt to other lender5 (note lender name to right)				
166	Total Residual Receipts Payments:				\$0.00
167	DO NOT SUBMIT YOUR PROPOSED RESIDUAL RECEIPT PAYMENT TO MOHCD WITH THIS AMR. MOHCD WILL REVIEW YOUR PROPOSED PAYMENT AND GENERATE AN INVOICE IF THE CALCULATION CAN BE VERIFIED AS APPROPRIATE; IF THE CALCULATION CANNOT BE VERIFIED, MOHCD WILL CONTACT YOU.				
168					
169	Remaining Balance				\$0.00
170					
171	Proposed Owner Distributions (provide description in column D and enter amount in column J. If an amount is entered, a description is required.)				
172	Proposed Other Distributions/Uses (provide description in column D and enter amount in column J. If an amount is entered, a description is required. If you had a Calendar Year LOSP surplus, please acknowledge that and note exact amount.)				
173					
174	Final Balance: should be ZERO except when Surplus Cash (cell J140) is negative				\$0.00
175					
176	RESERVE ACCOUNT DETAILS				
177					
178	OPERATING RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)				
179	Minimum Required Balance:				
180	Beginning Balance:				
181	Actual Annual Deposit from Operating Budget in Current Reporting Period (not editable, data entered in cash flow above, account number 1365):		\$0.00		
182	Additional Deposit (use ONLY to record deposits from the Op Budget attributable to a prior reporting period, or deposits made from an external source)				
183	Interest Earned:				
184	Annual Withdrawal Amount (enter as negative number):				
185	Ending Balance (don't edit cell -- calculated):		\$0.00		
186	Required Annual Deposit:				
187	Total Operating Expenses plus debt service (don't edit cell -- calculated)		\$0.00		
188	If the calculated percentage shown to the right (Op Reserve Account Ending Balance divided by Total Op Expenses) is less than 23.5%, you must describe how the project will remedy the shortfall in the adjacent cell. If the calculated percentage shown to the right is greater than 26.5%, you must explain why the Op Reserve balance exceeds MOHCD's requirement in the adjacent cell.		0.000%		
189	REPLACEMENT RESERVE (Do not leave blanks for any questions asking for a number, enter zero instead.)				
190	Minimum Required Balance:				
191	Beginning Balance:				
192	Actual Annual Deposit:				
193	Interest Earned:				
194	Annual Withdrawal Amount (enter as negative number):				
195	Ending Balance (don't edit cell -- calculated):		\$0.00		
196	Required Annual Deposit (do not edit - taken from page 1 account number 1320):		\$0.00		
197	Describe how the amount of annual deposit and the minimum required balance is determined.				
198					
199					
200	CHANGES TO REAL ESTATE ASSETS				
201	Enter Beginning and Ending Balances in each of the categories listed below. Changes in asset categories will auto calculate.		Balance, 1/00/1900	Changes	Balance, 1/00/1900
202	Building & Improvements			\$0.00	
203	Offsite Improvements			\$0.00	
204	Site Improvements			\$0.00	
205	Land Improvements			\$0.00	
206	Furniture, Fixtures & Equipment			\$0.00	
207	Other			\$0.00	
208	Replacement Reserve-Eligible Expenditures: Provide details below about the Capital and non-Capital Expenditures that are Replacement Reserve-eligible.				

	B	D	F	H	J
15	Annual Monitoring Report - Fiscal Activity - Reporting Year 2020 - Mayor's Office of Housing & Community Development				
209	Capital Repairs and Improvements: Enter capital repairs and improvement costs associated with the reporting year. For each category in rows 201-207 above that shows a positive change, an entry is required in each corresponding category in rows 212-217. If the operating account is used initially to fund the repair, and is later reimbursed by the replacement reserve during the reporting year, show the repair cost under "Replacement Reserve". If the operating account is used to fund the repair and was not reimbursed by the replacement reserve during the reporting year, show the repair cost under "Operating Account." Use the section below to supply a description of the capital repairs and improvements made.				
210	Capital Repairs and Improvements Funded By:				
211	Capital Repairs and Improvements - Categories	Replacement Reserve	Operating Account	Other Source	Total Amount
212	Building & Improvements				\$0.00
213	Offsite Improvements				\$0.00
214	Site Improvements				\$0.00
215	Land Improvements				\$0.00
216	Furniture, Fixtures & Equipment				\$0.00
217	Other				\$0.00
218	Total	\$0.00	\$0.00	\$0.00	\$0.00
219	Description of Capital Repairs and Improvements				
220					
221	Non-Capital Replacement Reserve Eligible Expenditures (i.e., labor costs): Enter the amounts used to fund non-capital replacement reserve eligible expenditures. Use section below to supply explanations.				
222	Source				Amount
223	Paid out of Operating Budget, to be reimbursed by RR (shows the amount entered in row 103 above)				\$0.00
224	Paid Directly from Replacement Reserve				
225	Other Source				
226	Explanation of Non-Capital Replacement Reserve Eligible Expenditures	Total			\$0.00
227					
228	TOTAL REPLACEMENT RESERVE ELIGIBLE EXPENDITURES: the Replacement Reserve Withdrawal for the reporting period should not exceed the Total RR-eligible Expenditures. You must provide more details above or an explanation below if the RR withdrawal amount exceeds the Total RR-Eligible Expenditures.	RR Withdrawal Amount-->	\$0.00	Total RR-Eligible Expenditures-->	\$0.00
229	Notes About RR Withdrawal Amount in excess of Total RR-eligible Expenditures:				
230					
231					
232	FEDERAL PROGRAM INCOME REPORT				
233	This section must be completed if the project received any CDBG funding, even if the amount of CDBG program income during the reporting period was zero. For more information, use the following link or copy this web address for manual navigation:				
234					
235	http://www.sf-moh.org/Modules/ShowDocument.aspx?documentid=5141				
236	Overview of Federal (HOME and CDBG) Program Income				
237					
238	CDBG PROGRAM INCOME				
239	Proposed amounts to be used to fund eligible CDBG activities as described in the Federal CDBG Program Regulations at 24 CFR 570.201-206 and consistent with the City's 2020-2024 Consolidated Plan, 2020-2021 Action Plans as follows:	AMOUNT	DESCRIPTION		
240	Amount to be used for CDBG eligible activity#1 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
241	Amount to be used for CDBG eligible activity#2 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
242	Amount to be used for CDBG eligible activity#3 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
243	Amount to be deposited for use on future eligible CDBG activities that will be undertaken by June 30, 2019 (provide amount in cell to the right, and activity description and regulation citation in column furthest to the right):				
244	Other (provide amount in cell to the right, plus activity description and regulation citation in column furthest to the right):				
245	Total CDBG Program Income Calculation (see instructions for guidance on how to calculate)				
246	To ensure the eligible use of CDBG Program Income, the recipient of federal CDBG funding hereby requests approval by the Mayor's Office of Housing and Community Development for the use of CDBG program income received during the 2020 reporting period as depicted above.				

**Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

Project Address:	Last Day of Reporting Period	1/0/1900	# Units: 0
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Household Size

	# Reported Households	% of Total
One Person Household	0	
Two Person Household	0	
Three Person Household	0	
Four Person Household	0	
Five Person Household	0	
Six Person Household	0	
Seven or more Person Household	0	
TOTAL Households*	0	
TOTAL Residents	0	

*Excludes 0 unit(s) reported as manager's or vacant unit(s).

Other Household Demographics

	# Reported
Elderly Households	0
Households with Children Under 18	0
Number of Children Under 18	0
Households with Tenant with Physical Disability	0
Households with Tenant with Visual Disability	0
Households with Tenant with Hearing Disability	0
Households with Tenant with Mental/Devt Disability	0
Households with Tenant with Other Disability	0
Households with Tenant with More than One Disability	0
Households with Tenant with No Disability	0

Gender

	# Reported Head of HH	% of Total
Female	0	
Male	0	
Genderqueer/Gender Non-binary	0	
Trans Female	0	
Trans Male	0	
Not listed	0	
Declined/Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Sexual Orientation

	# Reported Head of HH	% of Total
Bisexual	0	
Gay /Lesbian/Same-Gender Loving	0	
Questioning /Unsure	0	
Straight/Heterosexual	0	
Not listed	0	
Decline to Answer	0	
Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Target and Actual Population Served

<i>Target Population</i>		<i>Actual Population</i>	
0	<i>Families</i>	0	<i>Families</i>
0	<i>Persons with HIV/AIDS</i>	0	<i>Persons with HIV/AIDS</i>
0	<i>Housing for Homeless</i>	0	<i>Housing for Homeless</i>
0	<i>Mentally or Physically Disabled</i>	0	<i>Mentally or Physically Disabled</i>
0	<i>Senior Housing</i>	0	<i>Senior Housing</i>
0	<i>Substance Abuse</i>	0	<i>Substance Abuse</i>
0	<i>Domestic Violence Survivor</i>	0	<i>Domestic Violence Survivor</i>
0	<i>Veterans</i>	0	<i>Veterans</i>
0	<i>Formerly Incarcerated</i>	0	<i>Formerly Incarcerated</i>
0	<i>Transition-Aged Youth ("TAY")</i>	0	<i>Transition-Aged Youth ("TAY")</i>

**Annual Monitoring Report - Narrative - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

Project Street Address:

Reporting Period - Start Date: 1/0/1900

Reporting Period - End Date: 1/0/1900

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

1. Explanations & Comments

Use this space to record notes about any peculiarities in the data entry process. For example, if you entered a formula instead of a single number for a field, make a note here re: for which question on which worksheet that was done, and describe the formula & underlying numbers. Also use this field to describe in detail any amounts entered for "Other payments" on the worksheet "2.Fiscal," item 10.

2. Code Violations

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

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

(add additional rows as needed)

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

Violation or Citation #	Date Cleared	Issued By	Description of Remedy

(add additional rows as needed)

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

3. Major Repairs

Describe any major repair or replacement needs that have been identified as being required within the next 2 years, and any related plans to pay for whatever is needed.

4. Vacant Unit Rent-Up Time

If the project had an average VACANT UNIT RENT-UP TIME greater than 30 days for question 36 on the worksheet "1A.Prop&Residents," you must supply the following:

- a. A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and
- b. A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and
- c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

5. Affirmative Marketing

Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including

- a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project;
- b. any advertising, direct mailings, emailings and web postings that were done; and
- c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed.

6. Vacancy Rate ----->

If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following:

- a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and
- b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and
- c. A description of the plan to implement any remedies, including specific timelines for the implementation work.

7. Miscellaneous Expenses: Administrative/Operating & Maintenance

If the project had miscellaneous administrative or miscellaneous operating & maintenance expenses greater than \$10,000 respectively, you must provide a detailed itemization of these individual expenses below. Total expenses must equal the total amount reported on the worksheet "2.Fiscal."

Misc. Admin Expenses

Expense Description	Amount	HUD Acct #	Notes
Total:	0.00		
Diff. from Fiscal Activity WS:			

Misc. Operating & Maintenance Expenses

Expense Description	Amount	HUD Acct #	Notes
Total:	0.00		
Diff. from Fiscal Activity WS:			

8. Negative Cash Flow

If the project had NEGATIVE CASH FLOW, as may be shown above from the Income Expense section of worksheet "2.Fiscal," you must supply the following:

- a. A description of the work done to analyze the cause/s of the shortfall, and what the identified causes are; and
- b. A description of the work done to identify remedies for the shortfall, and all viable remedies that have been identified; and
- c. A description of the plan to implement any remedies, including specific timelines for the implementation work.
- d. If the project has a Project-Based Section 8 Housing Assistance Payments (HAP) contract, please also supply the date of the last increase to the HAP contract, the date when the project will submit the next HAP contract rent increase, and any related comments about whether the project has been diligent in seeking annual increases to the HAP contract.

Project Street Address:

**Schedule of Operating Revenues
For the Year Ended January 0, 1900**

	<u>Total</u>
Rental Income	
5120 Gross Potential Tenant Rents	\$0
5121 Rental Assistance Payments (inc. LOSP)	\$0
5140 Commercial Unit Rents	\$0
Total Rent Revenue:	<u>\$0</u>
Vacancies	
5220 Apartments	\$0
5240 Stores & Commercial	\$0
Total Vacancies:	<u>\$0</u>
Net Rental Income: (Rent Revenue Less Vacancies)	<u>\$0</u>
Other Revenue	
5170 Rent Revenue - Garage & Parking	\$0
5190 Misc. Rent Revenue	\$0
5300 Supportive Services Income	\$0
5400 Interest Revenue - Project Operations (From Operating Acct Only)	\$0
5400 Interest Revenue - Project Operations (From All Other Accts)	\$0
5910 Laundry & Vending Revenue	\$0
5920 Tenant Charges	\$0
5990 Misc. Revenue	\$0
Total Other Revenue:	<u>\$0</u>
Total Operating Revenue:	<u>\$0</u>

Project Street Address:

**Schedule of Operating Expenses
For the Year Ended January 0, 1900**

	<u>Total</u>
Management	
6320 Management Fee	\$0
"Above the Line" Asset Management Fee	\$0
Total Management Expenses:	<u>\$0</u>
Salaries/Benefits	
6310 Office Salaries	\$0
6330 Manager's Salary	\$0
6723 Employee Benefits: Health Insurance & Disability Insurance	\$0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	\$0

6331 Administrative Rent Free Unit	\$0
Total Salary/Benefit Expenses:	<u>\$0</u>

Administration

6210 Advertising and Marketing	\$0
6311 Office Expenses	\$0
6312 Office Rent	\$0
6340 Legal Expense - Property	\$0
6350 Audit Expense	\$0
6351 Bookkeeping/Accounting Services	\$0
6370 Bad Debts	\$0
6390 Miscellaneous Administrative Expenses	\$0
Total Administrative Expenses:	<u>\$0</u>

Utilities

6450 Electricity	\$0
6451 Water	\$0
6452 Gas	\$0
6453 Sewer	\$0
Total Utilities Expenses:	<u>\$0</u>

Taxes and Licenses

6710 Real Estate Taxes	\$0
6711 Payroll taxes	\$0
6790 Miscellaneous Taxes, Licenses, and Permits	\$0
Total Taxes and Licenses Expenses:	<u>\$0</u>

Insurance

6720 Property and Liability Insurance	\$0
6721 Fidelity Bond Insurance	\$0
6722 Workers' Compensation	\$0
6724 Directors & Officers Liabilities Insurance	\$0
Total Insurance Expenses:	<u>\$0</u>

Project Street Address:

**Schedule of Operating Expenses
For the Year Ended January 0, 1900**

Maintenance and Repairs	Total
6510 Payroll	\$0
6515 Supplies	\$0
6520 Contracts	\$0
6525 Garbage and Trash Removal	\$0
6530 Security Payroll/Contract	\$0
6546 HVAC Repairs and Maintenance	\$0
6570 Vehicle and Maintenance Equipment Operation and Repairs	\$0
6590 Miscellaneous Operating and Maintenance Expenses	\$0
Total Maintenance and Repairs Expenses:	<u>\$0</u>

6900 Supportive Services		\$0
Capital and Non-Capital Expenditures to be Reimbursed from Replacement Reserve		\$0
Total Operating Expenses:		\$0

Financial Expenses

Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if applicable.

6820 Interest on Mortgage (or Bonds) Payable		
6825 Interest on Other Mortgages		
6830 Interest on Notes Payable (Long Term)		
6840 Interest on Notes Payable (Short Term)		
6850 Mortgage Insurance Premium/Service Charge		
6890 Miscellaneous Financial Expenses		
Total Financial Expenses:		\$0

6000	Total Cost of Operations before Depreciation:	\$0
5060	Operating Profit (Loss):	\$0

Depreciation & Amortization Expenses

Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if applicable.

6600 Depreciation Expense		
6610 Amortization Expense		
Operating Profit (Loss) after Depreciation & Amortization:		\$0

Net Entity Expenses

the right.

7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
7190		
Total Net Entity Expenses:		\$0

3250	Change in Total Net Assets from Operations (Net Loss)	\$0
	<i>Amount computed in cell E139 should match audited financial statement.</i>	

Project Street Address:

**Computation of Operating Cash Flow/Surplus Cash
For the Year Ended January 0, 1900**

	Total
Operating Revenue	\$0
Interest earned on restricted accounts	\$0
Adjusted Operating Revenue	\$0
Operating Expenses	\$0
Net Operating Income	\$0
Other Activity	
Ground Lease Base Rent	\$0
Bond Monitoring Fee	\$0
Mandatory Debt Service - Principal	\$0
Mandatory Debt Service - Interest	\$0
Mandatory Debt Service - Other Amount	\$0
Deposits to Replacement Reserve Account	\$0
Deposits to Operating Reserve Account	\$0
Deposits to Other Restricted Accounts per Regulatory Agreement	\$0
Withdrawals from Operating Reserve Account	\$0
Withdrawals from Other Required Reserve Account	\$0
Total Other Activity:	\$0
Allocation of Non-Residential Surplus (LOSP only)	\$0
Operating Cash Flow/Surplus Cash:	\$0

Distribution of Surplus Cash Ahead of Residual Receipts Payments

*Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be paid **ahead** of residual receipts payments.*

	Total
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
Total Cash Available for Residual Receipts Distribution:	\$0

Distribution of Residual Receipts

Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be paid with remaining residual receipts.

Total

Total Residual Receipts Distributions to Lenders: \$0

Proposed Owner Distribution \$0

Proposed Other Distribution/Uses \$0

Total Residual Receipts Distributions to Lenders and Owners: \$0

Project Street Address:

**Summary of Replacement Reserve and Operating Reserve Activity
For the Year Ended January 0, 1900**

	Replacement Reserve	Operating Reserve
Balance, January 0, 1900	\$0	\$0
Actual Annual Deposit	\$0	\$0
Interest Earned	\$0	\$0
Withdrawals	\$0	\$0
Balance, January 0, 1900	\$0	\$0

**Annual Monitoring Report - Completeness Tracker - Reporting Year 2020 -
Mayor's Office of Housing & Community Development**

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

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

Project Address: _____

Submission Instructions:

Once all worksheets below are "COMPLETED", email the AMR, completed Owner Compliance Certification, along with the attachments required under the Insurance and Tax Certification per page 3 of the Owner Certification, waitlist, and audited financial statements to: moh.amr@sfgov.org.

The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit: name of head-of-household, contact information, date of application, number of people in the household, stated household income and desired unit size. Prior to submittal, the waiting list must be redacted to exclude any private information that should not be shared publicly, for example, Social Security numbers, ID numbers from other forms of identification, information related to disabilities or other health conditions. Please confer with legal counsel and let MOHCD know if you have any questions prior to submitting a copy of the project's waitlist. This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Worksheet 1A. Property & Residents	INCOMPLETE	
Questions 1 thru 4		incomplete
Questions 5 thru 24		incomplete
Questions 25 thru 39		incomplete
Questions 40 thru 46		incomplete
Questions 51 thru 57		incomplete

Worksheet 1B. Transitional Programs	To Be Determined	
Questions 1 thru 11		To Be Determined
Questions 12 thru 18		To Be Determined
Questions 19 thru 39		To Be Determined

Worksheet 1C. Eviction Data	To Be Determined	
Question 1		To Be Determined
Questions 2 thru 21		To Be Determined
Questions 22 thru 41		To Be Determined
Questions 42 thru 61		To Be Determined

Worksheet 2. Fiscal Activity	INCOMPLETE	
Rental Income - Housing Unit GPTR		incomplete
Vacancy Loss - Housing Units		incomplete
Operating Expenses		incomplete
Surplus Cash/Residual Receipts (Rows 140 - 174)		incomplete
Operating Reserve (Rows 177 - 187)		incomplete
Replacement Reserve (Rows 189 - 197)		incomplete
Changes to Real Estate Assets (Rows 202 - 207)		incomplete
Replacement Reserve Eligible Expenditures (Rows 210 - 229)		incomplete
Program Income (Rows 240 - 245)		OK

Worksheet 3A. Occupancy & Rent Info	INCOMPLETE	
Does number of units entered on Worksheet 3A match total units entered on Worksheet 1A or the total households that can be served in Worksheet 1B?		To Be Determined
For each row for which a Unit Number is supplied, was data entered in all of the required cells?		To Be Determined
Narrative Provided for All rows indicating Overhoused or Overcrowded?		To Be Determined

Worksheet 3B. Demographic Information	To Be Determined	
Is Gender and Sexual Orientation/Identity selected for each household?		To Be Determined

Worksheet 4. Narrative	To Be Determined	
2		To Be Determined
3		To Be Determined
4		To Be Determined
5		To Be Determined
6		To Be Determined
7		To Be Determined
8		To Be Determined

Worksheet 5. Project Financing	INCOMPLETE	
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Worksheet 6. Services Funding	To Be Determined	
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EXHIBIT I
Tenant Selection Plan Policy

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

Application Process

- **Application Materials.** The housing provider's written and/or electronic application materials should:
 - outline the screening criteria that the housing provider will use;
 - be in compliance with San Francisco Police Code Article 49 or the Fair Chance Ordinance,
 - outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation;
 - be written in language that is clear and readily understandable,
- **First Interview.** In accordance with the housing provider policies, an initial interview is required to assess each applicant's minimum eligibility requirements for housing units.
- **Second Interview.** Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.
- **Confidentiality.** All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information shall be retained for 12 months after the final applicant interview.
- **Delays in the Process.** If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider must immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- **Problems with the Referring Agency.** If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider must immediately contact the referring agency, if possible, and the funding agency, DAAS.

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

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

Reasonable Accommodation and Modification Policy

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

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

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

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

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

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

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

Notice of Denial and Appeal Process

- The housing provider shall:
 - Hold a comparable unit for the household during the entire appeal process.
 - promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:

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

EXHIBIT J

Intentionally Omitted

EXHIBIT K

Approved Form of Tenant Lease

SOS Lease Addendum

Senior Operating Subsidy (SOS) Program Certification of Eligibility Requirements and Lease Addendum

(Housing Site Name, Address)

Unit #: _____

Name of SOS Qualifying Resident(s):

BACKGROUND :

In addition to the terms of the Housing Provider lease signed by the parties, this addendum sets forth specific requirements that apply to the Senior Operating Subsidy (SOS) Program appropriated by the City and County of San Francisco. The Resident herein agrees to these additional terms as a condition of participation in the SOS Program and as a condition of the Resident's eligibility to pay a reduced rent for this unit. Failure to comply with these terms may result in termination of the Resident's participation in SOS, which would make the Resident responsible for the full gross rent for the unit. If the Resident cannot or will not pay the full amount of the gross rent, this may lead to unlawful detainer proceedings.

The Senior Operating Subsidy (SOS) Program provides rental subsidy to qualified low-income seniors. The subsidy is project-based and cannot be transferred to other properties or to residents not included on this lease. Eligibility requirements are also project-based and specific to the unit type being offered in the lease.

At the time of lease-up, the MOHCD HBMR Staff and the referral agency will review the application to confirm that the eligibility criteria are met. The Housing Provider operating the site conducts the screening, verifies eligibility and makes the final approval that results in the offer of this unit.

ELIGIBILITY: The eligibility requirements related to this unit are:

Program Requirement(s):

- 62 years or older at lottery application submission .
- *(Add other qualifying components as required)*

Resident Initials: _____

Income:

- Total household income cannot exceed ____% of the current Area Median Income (AMI) at the time of this lease signing based on the household configuration noted below.
- *(Add, as needed, if Resident has no documented and regular income, the minimum of \$ ___.00 per month rent is still required.)*

Resident Initials: _____

Household Configuration

- The unit being offered with the lease has:
 - Minimum occupancy of ____ persons.
 - Maximum occupancy of ____ persons.
- This lease is being offered based on an occupancy of ____ persons.
- The accessible unit being offered with the lease has at least one of the persons on the lease must have a qualifying and certified disability throughout the subsidized tenancy.
 - Applicable.
 - Not Applicable.

Resident Initials: _____

ON-GOING COMPLIANCE: The eligibility for SOS subsidy related to this unit requires that at least one member of the household be age 62 or older during the term of the lease. At the time that the senior member vacates the unit, any remaining household member(s) must be a party to the lease and the remaining household member(s) must be of legal contract age under state law. The remaining household member(s) could be eligible to remain in the unit, but:

- The Housing Provider’s screening protocol and approval process must be followed, and all applicable certification and lease documents signed.

Resident Initials: _____

- The Housing Provider must receive a request to add any adults or minors to the household and that request must be approved prior to the adults or minors residing in the unit.

Resident Initials: _____

- Changes in household income must be reported to the Housing Provider within 30 days of when they occur.

Resident Initials: _____

- Unit occupancy (household size) remains within the minimum and maximum number of persons required for the unit and in accordance with the SOS subsidy as noted above.

Resident Initials: _____

- The Housing Provider will recertify the household income and configuration on an annual basis. The Housing Provider may request additional recertification to verify intermittent changes in household income or configuration. Compliance with requests for recertification is a requirement for continuing to receive the SOS subsidy.

Resident Initials: _____

I/We _____ understand, accept and agree to the eligibility and on-going compliance requirements of the SOS subsidy as listed above. I/We understand that failure to meet the eligibility requirements and terms of compliance will lead to termination of the SOS subsidy. When the SOS subsidy is terminated, I/we will be responsible for the full gross rent for my/our unit.

At the time of the signing of the lease and this addendum for this unit, the present full monthly gross rent for this unit is \$ _____ per month. I/We understand that this amount changes over time and that should the subsidy be terminated, I/we will be informed of the current full monthly gross rent amount for this unit.

- If notified of a potential loss of the subsidy due to ineligibility, I/We agree to communicate with the Housing Provider and onsite services staff by responding to all notifications and requests for additional information in a timely manner.

Resident Initials: _____

If the SOS subsidy is terminated for any reason and I/We are not able to pay the full monthly gross rent, I/We understand that I can seek the assistance of the onsite services staff for help in securing non-SOS subsidy or help seeking other appropriate housing.

- I/We understand that there is no guarantee of an alternative housing placement but that cooperation with the Housing Provider and onsite services staff is the way to explore such options.

Resident Initials: _____

- I/We understand that the SOS is not an entitlement program but rather an eligibility-based program, and that the terms and conditions above must be met at time of placement and throughout tenancy in order to qualify for the SOS subsidy. I/We agree to receive the subsidy solely based on meeting and maintaining the eligibility requirements of the program. I/We understand that if the household is no longer eligible for the subsidy, I/We will be responsible to pay the full monthly gross rent.

Resident Initials: _____

My/Our signature below signifies my/our understanding and agreement to the terms, eligibility and on-going compliance conditions of the SOS Program. (All adults on the Housing Provider lease are required to sign this addendum.)

NAME: _____ SIGNATURE: _____

DATE: _____

NAME: _____ SIGNATURE: _____

DATE: _____

NAME: _____ SIGNATURE: _____

DATE: _____

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 02-2024

Adopted January 16, 2024

AUTHORIZING AN AMENDED AND RESTATED LOAN AGREEMENT WITH TRANSBAY 2 SENIOR, L.P., A CALIFORNIA LIMITED PARTNERSHIP, TO INCREASE THE CONTRACT AMOUNT BY \$55,478,666 FOR A TOTAL AGGREGATE LOAN AMOUNT OF \$62,064,785, AND A COMMUNITY COMMERCIAL LOAN AGREEMENT WITH CCDC TRANSBAY 2 COMMERCIAL LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN AN AMOUNT NOT TO EXCEED \$2,946,280, FOR THE DEVELOPMENT OF 151 AFFORDABLE SENIOR RENTAL HOUSING UNITS (INCLUDING ONE MANAGER'S UNIT) AND THREE COMMUNITY-SERVING COMMERCIAL UNITS AT TRANSBAY BLOCK 2 WEST; PROVIDING NOTICE THAT THIS ACTION IS WITHIN THE SCOPE OF THE TRANSBAY REDEVELOPMENT PROJECT APPROVED UNDER THE TRANSBAY TERMINAL/CALTRAIN DOWNTOWN EXTENSION/REDEVELOPMENT PROJECT FINAL ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT, A PROGRAM EIR, AND IS ADEQUATELY DESCRIBED THEREIN FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the "Community Redevelopment Law"), the Redevelopment Agency of the City and County of San Francisco ("Former Agency") undertook programs for the redevelopment of blighted areas in the City and County of San Francisco ("City"), including the Transbay Redevelopment Project Area ("Project Area"); and,

WHEREAS, The Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved the Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 16, 2015), Ordinance No. 62-16 (April 26, 2016) and Ordinance No. 009-23 (January 24, 2023) ("Redevelopment Plan"); and,

WHEREAS, The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: Zone One, in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project ("Development Controls") define and regulate land uses, and Zone Two, in which the Planning Code applies. Zone One is intended to be developed with predominantly residential uses. The Successor Agency to the Former Redevelopment Agency of the City and County of San Francisco ("Successor Agency"), commonly known as the Office of Community Investment and Infrastructure ("OCII"), solely administers and enforces land use entitlements for property and projects in Zone One; and,

WHEREAS, In 2003, the Transbay Joint Powers Authority (“TJPA”), the City and County of San Francisco (“City”), and the State of California (“State”) entered into a Cooperative Agreement setting forth the process for the transfer of certain State-owned parcels in the Project Area to the City and TJPA. Also in 2003, the California Legislature enacted Assembly Bill No. 812 (Statute 2003, chapter 99), codified at Cal. Public Resources Code § 5027.1, which requires that thirty-five percent (35%) of new housing developed in the Project Area shall be affordable to low- and moderate-income households (the “Transbay Affordable Housing Obligation”). In 2005, the TJPA and Former Agency entered into the Transbay Redevelopment Project Implementation Agreement (“Implementation Agreement”) which incorporates the Transbay Affordable Housing Obligation and requires Successor Agency to prepare and sell certain formerly State-owned parcels and to construct and fund new infrastructure improvements (such as parks and streetscapes) and to meet affordable housing obligations; and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies including the Former Agency, by operation of law pursuant to California Health and Safety Code Section 34170 et seq. (“Redevelopment Dissolution Law”). Under the authority of Redevelopment Dissolution Law and San Francisco Ordinance No. 215-12 (October 4, 2012) (establishing the Successor Agency Commission (“Commission”) and delegating to it state authority under Redevelopment Dissolution Law), the Successor Agency is administering the enforceable obligations of the Former Agency. The Redevelopment Plan, the Development Controls, and other relevant Project Area documents remain in effect and the Successor Agency retains all affordable housing obligations in the Project Area; and,

WHEREAS, Redevelopment Dissolution Law authorizes successor agencies to enter into new agreements if they are “in compliance with an enforceable obligation that existed prior to June 28, 2011.” Cal. Health & Safety Code § 34177.5(a). On April 15, 2013, the California Department of Finance (“DOF”) finally and conclusively determined that the Implementation Agreement and its incorporation of the Transbay Affordable Housing Obligation are continuing enforceable obligations of the Successor Agency under Redevelopment Dissolution Law. DOF confirmed that “any sale, transfer, or conveyance of property related to [the Transbay Final and Conclusive Determination] is authorized.” Email from Justyn Howard, Assistant Program Budget Manager, DOF, to Tiffany Bohee, Executive Director, Successor Agency (September 10, 2013, 09:17am); and,

WHEREAS, In accordance with its obligations under the Redevelopment Plan and the Implementation Agreement, OCII intends to fund the development of two affordable housing developments on Block 2 as said block is depicted in the Redevelopment Plan (“Block 2”), by subdividing Block 2 into two vertical subdivisions (referred to herein as “Block 2 East” and “Block 2 West”), providing a subsidy for development and operation of affordable housing developments with ground floor community commercial on Block 2 East and Block 2 West, and entering into ground lease agreements with affordable housing developers to cause the construction and operation of the two developments. OCII anticipates that its subsidy will facilitate additional public and private financing necessary to make the development and operation of Block 2 financially feasible; and,

WHEREAS, By Resolution No. 09-2021 (April 6, 2021), the Successor Agency entered into an exclusive negotiations agreement (“ENA”) with Transbay 2 Senior, L.P., a California limited partnership, an affiliate of Chinatown Community Development Center, Inc. (“CCDC”), and Transbay 2 Family, L.P., a California limited partnership, an affiliate of Mercy Housing California (“Mercy”), as “Co-Developers” to undertake predevelopment activities on Block 2, and construction, pursuant to long-term ground leases with the respective parties for vertical development of a mixed-use affordable rental housing project serving seniors and senior households experiencing homelessness on Block 2 West to be owned and operated by CCDC (the “Block 2 West Project”), and a separate mixed-use affordable rental housing project serving families and families experiencing homelessness on Block 2 East to be owned and operated by Mercy (the “Block 2 East Project”), plus a mid-block pedestrian mews and related streetscape improvements (collectively, the “Block 2 Project”); and,

WHEREAS, By Resolution No. 11-2021 (April 6, 2021), the Successor Agency approved a “Predevelopment Loan Agreement” for a loan to Transbay 2 Senior, L.P. (the “Developer”), in an amount of \$3,500,000 to fund predevelopment activities for the Block 2 West Project (“Original Loan”); and,

WHEREAS, The Developer has utilized proceeds from the Original Loan to fund professional services for design and engineering, and related costs, and advanced the Block 2 West Project through entitlement. By Resolution No. 44-2022 (November 1, 2022), the Commission approved the Schematic Design Document for the Block 2 West Project, along with related approval actions including adopting environmental review findings pursuant to CEQA.

WHEREAS, The approved Block 2 West Project will provide 151 rental housing units (150 affordable units and one unrestricted manager’s unit) that will serve low-income senior households and formerly homeless seniors, and resident-serving amenities. At the time of this approval, the Block 2 West Project included 2,945 square feet of commercial space. The Developer subsequently decreased the square footage of the commercial space to 2,933 square feet; and,

WHEREAS, To maximize the ability of the Block 2 West Project to obtain affordable housing financing, CCDC determined that the Block 2 West Project’s commercial space should be constructed by CCDC Transbay 2 Commercial LLC, an affiliate of CCDC (“CCDC Transbay 2 Commercial”), within a separate air rights parcel under a separate commercial ground lease and commercial loan agreement. CCDC succeeded in obtaining a State affordable housing bond and tax credit allocations on August 23, 2023; and,

WHEREAS, The Residential Component and the Community Commercial Component (both as defined below) are integrated components of the overall Block 2 West Project, with the Community Commercial Component providing community-focused uses that are beneficial to residents of the Residential Component and the surrounding community, and the Residential Component providing a stable base of customers for the goods and services provided in the Community Commercial Component; and,

WHEREAS, The Development Controls and Design Guidelines for the Transbay Redevelopment Project (as adopted on January 25, 2005 by Resolution No. 15-2005 by the Former Agency Commission, and as amended by Commission on June 16, 2015 by Resolution No. 36-2015 and on June 21, 2016 by Resolution No. 28-2016) (“DCDG”) states that “[g]round floor commercial spaces are required along the Folsom Boulevard frontage.” DCDG at p. 24, section C.3. of Zone One-Transbay Downtown Residential. The Block 2 West Project includes frontage along Folsom Boulevard and therefore must include commercial space.

WHEREAS, On April 7, 2023, the Citywide Affordable Housing Loan Committee (the “Loan Committee”) recommended approval of additional OCII subsidy for the Block 2 West Project in a total aggregate amount of up to \$65,011,065 (“Total OCII Subsidy”), which includes \$3,086,119 in additional predevelopment loan funds, as well as residential gap loan funds, and commercial loan funds to construct the Community Commercial Component; and,

WHEREAS, On May 2, 2023, by Resolution Nos. 16-2023 and 15-2023, the Successor Agency authorized (i) a First Amendment to the Predevelopment Loan Agreement to increase the Original Loan by \$3,086,119, and (ii) a commitment for permanent gap loan funding for the Block 2 West Project; and,

WHEREAS, CCDC, through its affiliates, now intends to construct the approved Block 2 West Project; and,

WHEREAS, The Developer intends to construct 151 rental housing units, including 150 units restricted for affordability to households with incomes ranging from 15% to 50% AMI, as defined by the San Francisco Mayor’s Office of Community Housing and Development, and one unrestricted manager’s unit, with 30 units set aside to serve formerly homeless seniors subsidized by the Local Operating Subsidy Program (“LOSP”), 60 units set aside to serve extremely low-income seniors supported by rental subsidies from the Senior Operating Subsidy Program (“SOS”), and amenities and open spaces (the “Residential Component”); and,

WHEREAS, The Developer is now requesting to enter into an Amended and Restated Loan Agreement in a total aggregate amount of \$62,064,785 (the “Amended and Restated Loan Agreement”) for the development and operation of the Residential Component on Block 2 West; and,

WHEREAS, CCDC Transbay 2 Commercial intends to construct a commercial space consisting of up to three (3) community-serving commercial units finished to a warm shell condition (in compliance with the Mayor’s Office of Housing and Community Development Commercial Guidelines) totaling approximately 2,933 square feet on Block 2 West (the “Community Commercial Component”); and,

WHEREAS, CCDC Transbay 2 Commercial is now requesting to enter into a Community Commercial Loan Agreement in an amount not to exceed \$2,946,280 (the “Community Commercial Loan Agreement”) for the development and operation of the Community Commercial Component on Block 2 West; and,

WHEREAS, Concurrently with this request, CCDC is seeking Commission authorization (by Resolution No. 03-2024) of a residential ground lease and commercial ground lease for the development and operation of the Residential Component and the Community Commercial Component on Block 2 West; and,

WHEREAS, The Amended and Restated Loan Agreement and Community Commercial Loan Agreement (“Agreements”) allow the MOHCD Director and OCII Executive Director to make adjustments to the Final Financial Plan (“FFP”) through a FFP Confirmation Letter (both as defined in the Agreements), which allows them to address changes to the financial conditions of the Agreements after Commission approval but before loan closing. These changes may include reducing the Total OCII Funding Amount, adjusting the portion of the Total OCII Funding Amount allocated to the Residential Component and Community Commercial Component to reflect final project costs, and adjusting the interest rate of the loan between 0% and 3%; and,

WHEREAS, By Resolution No. 03-2022 (January 24, 2022), the Successor Agency Oversight Board approved an expenditure for funding in an amount of up to \$46,260,000 for affordable housing at Block 2 West, through Item No. 413 of the Recognized Obligation Payment Schedule (“ROPS”) for the period of July 1, 2022 through June 30, 2023 (“FY 22-23”). DOF provided final approval of the expenditure through its letter dated April 15, 2022. Subsequently, by Resolution No. 02-2023 (January 25, 2023), the Successor Agency Oversight Board approved an expenditure for funding in an amount of up to \$65,011,065 for affordable housing on Block 2 West, through Item No. 413 of ROPS for the period of July 1, 2023 through June 30, 2024. DOF provided final approval of the expenditure through its letter dated April 14, 2023; and,

WHEREAS, On April 20, 2004, the Commission of the Former Redevelopment Agency of the City and County of San Francisco (“Former Agency Commission”) adopted Resolution No. 45-2004, certifying the Final Environmental Impact Statement/Environmental Impact Report (the “FEIS/EIR”) for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project, which included the Redevelopment Plan. On January 25, 2005, the Former Agency Commission adopted Resolution No. 11-2005, adopting findings under CEQA, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program in connection with the adoption of the Redevelopment Plan. The Board of Supervisors and the City Planning Commission adopted similar findings; and,

WHEREAS, The FEIS/EIR includes by reference a number of addenda. A total of ten addenda to the FEIS/EIR were issued between June 2, 2006 and November 1, 2022. The tenth addendum to the FEIS/EIR, issued under Commission Resolution No. 39-2022, specifically analyzed the environmental effects of the Block 2 Project; and,

WHEREAS, OCII staff has reviewed the Agreements, and has found them to be within the scope of the project analyzed in the FEIS/EIR and its subsequent addenda; and,

WHEREAS, Copies of the FEIS/EIR and supporting documentation are on file with the Commission Secretary and are incorporated into this Resolution by this reference; now therefore be it

RESOLVED, That the Commission finds its authorization of the Agreements are within the scope of the project analyzed in the FEIS/EIR and require no additional environmental review pursuant to CEQA Guidelines Sections 15180, 15162, 15163, and 15164 for the following reasons:

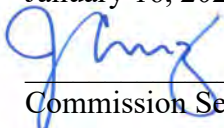
(1) Implementation of the Agreements do not require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant impacts; and,

(2) No substantial changes have occurred with respect to the circumstances under which the project analyzed in the FEIS/EIR will be undertaken that would require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of effects identified in the FEIS/EIR; and,

(3) No new information of substantial importance to the project analyzed in the FEIS/EIR has become available, which would indicate that (i) implementation of the Agreements will have significant effects not discussed in the FEIS/EIR; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible, which would reduce one or more significant effects, have become feasible; or (iv) mitigation measures or alternatives, which are considerably different from those in the FEIS/EIR will substantially reduce one or more significant effects on the environment that would change the conclusions set forth in the FEIS/EIR; and be it further

RESOLVED, The Commission authorizes the Executive Director to: (i) enter into the Amended and Restated Loan Agreement with the Developer, substantially in the form of the document approved by legal counsel for OCII on file with the Commission Secretary and attached to the Commission Memorandum accompanying this Resolution, for the development of the Residential Component; (ii) enter into the Community Commercial Loan Agreement with CCDC Transbay 2 Commercial, substantially in the form of the document approved by legal counsel for OCII on file with the Commission Secretary and attached to the Commission Memorandum accompanying this Resolution, for the development of the Community Commercial Component; and (iii) to enter into any and all ancillary documents or to take any additional actions necessary to consummate the transaction contemplated by this Resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of January 16, 2024.



Commission Secretary

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 03-2024

Adopted January 16, 2024

AUTHORIZING A RESIDENTIAL GROUND LEASE WITH TRANSBAY 2 SENIOR, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AND A COMMUNITY COMMERCIAL GROUND LEASE WITH CCDL TRANSBAY 2 COMMERCIAL LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT OF 151 AFFORDABLE SENIOR RENTAL HOUSING UNITS (INCLUDING ONE MANAGER’S UNIT) AND THREE COMMUNITY-SERVING COMMERCIAL UNITS AT TRANSBAY BLOCK 2 WEST; PROVIDING NOTICE THAT THIS ACTION IS WITHIN THE SCOPE OF THE TRANSBAY REDEVELOPMENT PROJECT APPROVED UNDER THE TRANSBAY TERMINAL/CALTRAIN DOWNTOWN EXTENSION/REDEVELOPMENT PROJECT FINAL ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT, A PROGRAM EIR, AND IS ADEQUATELY DESCRIBED THEREIN FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “Community Redevelopment Law”), the Redevelopment Agency of the City and County of San Francisco (“Former Agency”) undertook programs for the redevelopment of blighted areas in the City and County of San Francisco (“City”), including the Transbay Redevelopment Project Area (“Project Area”); and,

WHEREAS, The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved the Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 16, 2015), Ordinance No. 62-16 (April 26, 2016) and Ordinance No. 009-23 (January 24, 2023) (“Redevelopment Plan”); and,

WHEREAS, The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: Zone One, in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project (“Development Controls”) define and regulate land uses, and Zone Two, in which the Planning Code applies. Zone One is intended to be developed with predominantly residential uses. The Successor Agency to the Former Redevelopment Agency of the City and County of San Francisco (“Successor Agency”), commonly known as the Office of Community Investment and Infrastructure (“OCII”), solely administers and enforces land use entitlements for property and projects in Zone One; and,

WHEREAS, In 2003, the Transbay Joint Powers Authority (“TJPA”), the City and County of San Francisco (“City”), and the State of California (“State”) entered into a Cooperative Agreement setting forth the process for the transfer of certain State-owned parcels in the Project Area to the City and TJPA. Also in 2003, the California

Legislature enacted Assembly Bill No. 812 (Statute 2003, chapter 99), codified at Cal. Public Resources Code § 5027.1, which requires that thirty-five percent (35%) of new housing developed in the Project Area shall be affordable to low- and moderate-income households (the “Transbay Affordable Housing Obligation”). In 2005, the TJPA and Former Agency entered into the Transbay Redevelopment Project Implementation Agreement (“Implementation Agreement”) which incorporates the Transbay Affordable Housing Obligation and requires Successor Agency to prepare and sell certain formerly State-owned parcels and to construct and fund new infrastructure improvements (such as parks and streetscapes) and to meet affordable housing obligations; and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies including the Former Agency, by operation of law pursuant to California Health and Safety Code Section 34170 et seq. (“Redevelopment Dissolution Law”). Under the authority of Redevelopment Dissolution Law and San Francisco Ordinance No. 215-12 (October 4, 2012) (establishing the Successor Agency Commission (“Commission”) and delegating to it state authority under Redevelopment Dissolution Law), the Successor Agency is administering the enforceable obligations of the Former Agency. The Redevelopment Plan, the Development Controls, and other relevant Project Area documents remain in effect and the Successor Agency retains all affordable housing obligations in the Project Area; and,

WHEREAS, Redevelopment Dissolution Law authorizes successor agencies to enter into new agreements if they are “in compliance with an enforceable obligation that existed prior to June 28, 2011.” Cal. Health & Safety Code § 34177.5(a). On April 15, 2013, the California Department of Finance (“DOF”) finally and conclusively determined that the Implementation Agreement and its incorporation of the Transbay Affordable Housing Obligation are continuing enforceable obligations of the Successor Agency under Redevelopment Dissolution Law. DOF confirmed that “any sale, transfer, or conveyance of property related to [the Transbay Final and Conclusive Determination] is authorized.” Email from Justyn Howard, Assistant Program Budget Manager, DOF, to Tiffany Bohee, Executive Director, Successor Agency (September 10, 2013, 09:17am); and,

WHEREAS, In accordance with its obligations under the Redevelopment Plan and the Implementation Agreement, OCII intends to fund the development of two affordable housing developments on Block 2 as said block is depicted in the Redevelopment Plan (“Block 2”), by subdividing Block 2 into two vertical subdivisions (referred to herein as “Block 2 East” and “Block 2 West”), providing a subsidy for development and operation of affordable housing developments with ground floor community commercial on Block 2 East and Block 2 West, and entering into ground lease agreements with affordable housing developers to cause the construction and operation of the two developments. OCII anticipates that its subsidy will facilitate additional public and private financing necessary to make the development and operation of Block 2 financially feasible; and,

WHEREAS, By Resolution No. 09-2021 (April 6, 2021), the Successor Agency entered into an exclusive negotiations agreement (“ENA”) with Transbay 2 Senior, L.P., a California limited partnership, an affiliate of Chinatown Community Development Center, Inc. (“CCDC”), and Transbay 2 Family, L.P., a California limited partnership, an affiliate of Mercy Housing California (“Mercy”), as “Co-Developers” to undertake predevelopment activities on Block 2, and construction, pursuant to long-term ground leases with the respective parties for vertical development of a mixed-use affordable rental housing project serving seniors and senior households experiencing homelessness on Block 2 West to be owned and operated by CCDC (the “Block 2 West Project”), and a separate mixed-use affordable rental housing project serving families and families experiencing homelessness on Block 2 East to be owned and operated by Mercy (the “Block 2 East Project”), plus a mid-block pedestrian mews and related streetscape improvements (collectively, the “Block 2 Project”); and,

WHEREAS, By Resolution No. 11-2021 (April 6, 2021), the Successor Agency approved a “Predevelopment Loan Agreement” for a loan to Transbay 2 Senior, L.P. (the “Developer”), in an amount of \$3,500,000 to fund predevelopment activities for the Block 2 West Project (“Original Loan”); and,

WHEREAS, The Developer has utilized proceeds from the Original Loan to fund professional services for design and engineering, and related costs, and advanced the Block 2 West Project through entitlement. By Resolution No. 44-2022 (November 1, 2022), the Commission approved the Schematic Design Document for the Block 2 West Project, along with related approval actions including adopting environmental review findings pursuant to CEQA.

WHEREAS, The approved Block 2 West Project will provide 151 rental housing units (150 affordable units and one unrestricted manager’s unit) that will serve low-income senior households and formerly homeless seniors, and resident-serving amenities. At the time of this approval, the Block 2 West Project included 2,945 square feet of commercial space. The Developer subsequently decreased the square footage of the commercial space to 2,933 square feet; and,

WHEREAS, To maximize the ability of the Block 2 West Project to obtain affordable housing financing, CCDC determined that the Block 2 West Project’s commercial space should be constructed by CCDC Transbay 2 Commercial LLC, an affiliate of CCDC (“CCDC Transbay 2 Commercial”), within a separate air rights parcel under a separate commercial ground lease and commercial loan agreement. CCDC succeeded in obtaining a State affordable housing bond and tax credit allocations on August 23, 2023; and,

WHEREAS, The Residential Component and the Community Commercial Component (both as defined below) are integrated components of the overall Block 2 West Project, with the Community Commercial Component providing community-focused uses that are beneficial to residents of the Residential Component and the surrounding community, and the Residential Component providing a stable base of customers for the goods and services provided in the Community Commercial Component; and,

WHEREAS, The Development Controls and Design Guidelines for the Transbay Redevelopment Project (as adopted on January 25, 2005 by Resolution No. 15-2005 by the Former Agency Commission, and as amended by Commission on June 16, 2015 by Resolution No. 36-2015 and on June 21, 2016 by Resolution No. 28-2016) (“DCDG”) states that “[g]round floor commercial spaces are required along the Folsom Boulevard frontage.” DCDG at p. 24, section C.3. of Zone One-Transbay Downtown Residential. The Block 2 West Project includes frontage along Folsom Boulevard and therefore must include commercial space; and,

WHEREAS, On April 7, 2023, the Citywide Affordable Housing Loan Committee (the “Loan Committee”) recommended approval of additional OCII subsidy for the Block 2 West Project in a total aggregate amount of up to \$65,011,065 (“Total OCII Subsidy”), which includes \$3,086,119 in additional predevelopment loan funds, as well as residential gap loan funds, and commercial loan funds to construct the Community Commercial Component; and,

WHEREAS, On May 2, 2023, by Resolution Nos. 16-2023 and 15-2023, the Successor Agency authorized (i) a First Amendment to the Predevelopment Loan Agreement to increase the Original Loan by \$3,086,119, and (ii) a commitment for permanent gap loan funding for the Block 2 West Project; and,

WHEREAS, CCDC, through its affiliates, now intends to construct the approved Block 2 West Project; and,

WHEREAS, The Developer intends to construct 151 rental housing units, including 150 units restricted for affordability to households with incomes ranging from 15% to 50% AMI, as defined by the San Francisco Mayor’s Office of Community Housing and Development, and one unrestricted manager’s unit, with 30 units set aside to serve formerly homeless seniors subsidized by the Local Operating Subsidy Program (“LOSP”), 60 units set aside to serve extremely low-income seniors supported by rental subsidies from the Senior Operating Subsidy Program (“SOS”), and amenities and open spaces (the “Residential Component”); and,

WHEREAS, The Developer is now requesting to enter into a seventy-five (75) year ground lease (with one twenty-four (24) year extension option) (the “Residential Ground Lease”) for the development and operation of the Residential Component on Block 2 West; and,

WHEREAS, CCDC Transbay 2 Commercial intends to construct a commercial space consisting of up to three (3) community-serving commercial units finished to a warm shell condition (in compliance with the Mayor’s Office of Housing and Community Development Commercial Guidelines) totaling approximately 2,933 square feet on Block 2 West (the “Community Commercial Component”); and,

WHEREAS, CCDC Transbay 2 Commercial is now requesting to enter into a seventy-five (75) year ground lease (with one twenty-four (24) year extension option) (the “Community Commercial Ground Lease”) for the development and operation of the Community Commercial Component on Block 2 West; and,

WHEREAS, Concurrently with this request, CCDC is seeking Commission authorization (by Resolution No. 02-2024) of a loan agreement in an amount of up to \$62,064,785 for the development and operation of the Residential Component on Block 2 West, and a community commercial loan agreement in an amount not to exceed \$2,946,280 for the development and operation of the Community Commercial Component on Block 2 West; and,

WHEREAS, On April 20, 2004, the Commission of the Former Redevelopment Agency of the City and County of San Francisco (“Former Agency Commission”) adopted Resolution No. 45-2004, certifying the Final Environmental Impact Statement/Environmental Impact Report (the “FEIS/EIR”) for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project, which included the Redevelopment Plan. On January 25, 2005, the Former Agency Commission adopted Resolution No. 11-2005, adopting findings under CEQA, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program in connection with the adoption of the Redevelopment Plan. The Board of Supervisors and the City Planning Commission adopted similar findings; and,

WHEREAS, The FEIS/EIR includes by reference a number of addenda. A total of ten addenda to the FEIS/EIR were issued between June 2, 2006 and November 1, 2022. The tenth addendum to the FEIS/EIR, issued under Commission Resolution No. 39-2022, specifically analyzed the environmental effects of the Block 2 Project; and,

WHEREAS, OCII staff has reviewed the Residential Ground Lease and the Community Commercial Ground Lease (“Agreements”), and has found them to be within the scope of the project analyzed in the FEIS/EIR and its subsequent addenda; and,

WHEREAS, Copies of the FEIS/EIR and supporting documentation are on file with the Commission Secretary and are incorporated into this Resolution by this reference; now therefore be it

RESOLVED, That the Commission finds its authorization of the Agreements are within the scope of the project analyzed in the FEIS/EIR and require no additional environmental review pursuant to CEQA Guidelines Sections 15180, 15162, 15163, and 15164 for the following reasons:

(1) Implementation of the Agreements do not require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant impacts; and,

(2) No substantial changes have occurred with respect to the circumstances under which the project analyzed in the FEIS/EIR will be undertaken that would require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of effects identified in the FEIS/EIR; and,

(3) No new information of substantial importance to the project analyzed in the FEIS/EIR has become available, which would indicate that (i) implementation of the Agreements will have significant effects not discussed in the FEIS/EIR; (ii)

significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible, which would reduce one or more significant effects, have become feasible; or (iv) mitigation measures or alternatives, which are considerably different from those in the FEIS/EIR will substantially reduce one or more significant effects on the environment that would change the conclusions set forth in the FEIS/EIR; and be it further

RESOLVED, The Commission authorizes the Executive Director to: (i) enter into the Ground Lease with the Developer, substantially in the form of the document approved by legal counsel for OCII on file with the Commission Secretary and attached to the Commission Memorandum accompanying this Resolution, for an initial term of seventy-five (75) years, with one twenty-four (24) year option, for the development of the Residential Component; (ii) enter into the Community Commercial Ground Lease with CCDC Transbay 2 Commercial, substantially in the form of the document approved by legal counsel for OCII on file with the Commission Secretary and attached to the Commission Memorandum accompanying this Resolution, for the development of the Community Commercial Component; and (iii) to enter into any and all ancillary documents or to take any additional actions necessary to consummate the transaction contemplated by this Resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of January 16, 2024.



Commission Secretary

1 [Apply for Grant - California Department of Housing and Community Development -
2 Permanent Local Housing Allocation Program - \$52,308,210]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development, on**
4 **behalf of the City and County of San Francisco, to execute a grant application, as**
5 **defined herein, under the California Department of Housing and Community**
6 **Development’s Permanent Local Housing Allocation Program for funding in the amount**
7 **of \$52,308,210.**

8
9 WHEREAS, The Department of Housing and Community Development is authorized to
10 provide up to \$197 million under the SB 2 Permanent Local Housing Allocation Program
11 Formula Component from the Building Homes an Jobs Trust Fund for assistance to Cities and
12 Counties (as described in the Health and Safety Code section 50470 et seq. (Chapter 364,
13 Statutes of 2017 (SB 2)); and

14 WHEREAS, The State of California (the State), Department of Housing and Community
15 Development (Department) issued a Notice of Funding Availability (NOFA) dated February
16 26th, 2020 under the Permanent Local Housing Allocation (PLHA) Program; and

17 WHEREAS, The Applicant, the Mayor’s Office of Housing and Community
18 Development (MOHCD), is an eligible Local government applying to the program to
19 administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom
20 an eligible Local government delegated its PLHA formula allocation; and

21 WHEREAS, The Department may approve funding allocations for the PLHA Program,
22 subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the
23 Standard Agreement and other contracts between the Department and PLHA grant recipients;
24 now, therefore, be it

25

1 RESOLVED, If Applicant receives a grant of PLHA funds from the Department
2 pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all
3 such funds in a manner consistent and in compliance with all applicable state and federal
4 statutes, rules, regulations, and laws, including, without limitation, all rules and laws regarding
5 the PLHA Program, as well as any and all contracts Applicant may have with the Department;
6 and, be it

7 FURTHER RESOLVED, That MOHCD is hereby authorized and directed to receive a
8 PLHA grant, in an amount not to exceed the five year estimate of the PLHA formula
9 allocations, as stated in Appendix C of the current NOFA, \$52,308,210, in accordance with all
10 applicable rules and laws; and, be it

11 FURTHER RESOLVED, Applicant hereby agrees to use the PLHA funds for eligible
12 activities as approved by the Department and in accordance with all Program requirements,
13 Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the
14 Standard Agreement and other contracts between the Applicant and the Department; and, be
15 it

16 FURTHER RESOLVED, Applicant certifies that it was delegated by the City and
17 County of San Francisco to submit an application on its behalf and administer the PLHA grant
18 award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and
19 300(d), and the legally binding agreement between the recipient of the PLHA funds and the
20 Applicant is submitted with the PLHA application; and, be it

21 FURTHER RESOLVED, Applicant certifies that it has or will subgrant some or all of its
22 PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity"
23 means a housing developer or program operator, but does not mean an administering Local
24 government to whom a Local government may delegate its PLHA allocation; and, be it

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1 FURTHER RESOLVED, Applicant certifies that its selection process of these
2 subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of
3 interest; and, be it

4 FURTHER RESOLVED, Pursuant to Applicant’s certification in this Resolution, the
5 PLHA funds will be expended only for eligible activities and consistent with all program
6 requirements; and, be it

7 FURTHER RESOLVED, Applicant shall be subject to the terms and conditions as
8 specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable
9 SB 2 Guidelines published by the Department; and, be it

10 FURTHER RESOLVED, That the Board of Supervisors acknowledges that if the
11 Application is successful, the City, through MOHCD, shall seek Board of Supervisors approval
12 of the Standard Agreement; and, be it

13 FURTHER RESOLVED, MOHCD Director or his designee is authorized to execute the
14 PLHA Program Application and any subsequent amendments or modifications thereto, as well
15 as any other documents that are related to the Program or the PLHA grant awarded to
16 Applicant, as the Department may deem appropriate.

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1 Recommended:

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3 /s/ Eric D. Shaw
Eric D. Shaw, Director

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City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 200704

Date Passed: July 21, 2020

Resolution authorizing the Mayor's Office of Housing and Community Development, on behalf of the City and County of San Francisco, to execute a grant application, as defined herein, under the California Department of Housing and Community Development's Permanent Local Housing Allocation Program for funding in the amount of \$52,308,210.

July 15, 2020 Budget and Finance Committee - RECOMMENDED

July 21, 2020 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

File No. 200704

I hereby certify that the foregoing Resolution was ADOPTED on 7/21/2020 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

Date Approved



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240231

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Sara Amara1	628-652-5808
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR Mayor's Office of Comm. Dev.	sara.amara1@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Transbay 2 Senior, L.P.	TELEPHONE NUMBER 415-984-1450
STREET ADDRESS (including City, State and Zip Code) 615 Grant Avenue San Francisco, CA 94108	EMAIL abigail.brown@chinatowncdc.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240231
DESCRIPTION OF AMOUNT OF CONTRACT \$18,290,441		
NATURE OF THE CONTRACT (Please describe) Senior operating subsidy (SOS) Grant Agreement for Transbay Block 2 west, a 151-unit affordable housing project developed by Chinatown Community Development Center (CCDC).		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Yeung	Malcolm	CEO
2	Hung	Tammy	Other Principal Officer
3	Jones	Whitney	COO
4	Blakely	Lisa	Other Principal Officer
5	Louie	Cindy	CFO
6	Mormino	Matthias	Other Principal Officer
7	Brookter	Dion-Jay	Board of Directors
8	Chang	Eric	Board of Directors
9	Chan	Tommy	Board of Directors
10	Cheng	Claudine	Board of Directors
11	Chin	Gregory	Board of Directors
12	Chin	Jane	Board of Directors
13	Cordero	Terence	Board of Directors
14	Fagler	James	Board of Directors
15	Hilton	Irene	Board of Directors
16	Hollins	Guy	Board of Directors
17	Huie	Jeanette	Board of Directors
18	Lee	Olson	Board of Directors
19	Lim	Aaron	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Lin	Barbara	Board of Directors
21	Louie	Michael	Board of Directors
22	Ortiz	Kevin	Board of Directors
23	Poe	Irma	Board of Directors
24	Quock	Lindsey	Board of Directors
25	Rosenquest	Nils	Board of Directors
26	Saini	Ramneek	Board of Directors
27	Wong Chie	Rosa	Board of Directors
28	Zoubi	Fady	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Nickolopoulos, Sheila \(MYR\)](#); [Amaral, Sara \(MYR\)](#); [Angulo, Sunny \(BOS\)](#)
Subject: Mayor -- Resolution -- Transbay 2 Senior Grant Agreement
Date: Tuesday, March 12, 2024 2:37:04 PM
Attachments: [01 - 2024 SOS Grant Amgt approvals BOS 2024.0304_TB 2W.docx](#)
[02 - RE SOS Contract approval - Resolutions.pdf](#)
[03 - PLHA Resolution 320-20.pdf](#)
[04 RESO 02-2024 Transbay 2W AR Loan Commercial Loan Adopted.pdf](#)
[05 RESO 03-2024 Transbay 2W Res GL Commercial GL Adopted.pdf](#)
[06 TB 2W SOS Grant Agreement.docx](#)
[06 TB 2W SOS Grant Agreement.pdf](#)
[07 SFEC Form 126f4BOS Notification of Contract Approval.pdf](#)

Hello Clerks,

Attached is a Resolution approving and authorizing the Mayor and the Director of the Mayor's Office of Housing and Community Development ("MOHCD") to execute a grant agreement with Transbay 2 Senior, L.P. in the amount of \$18,290,441 for a 15 year and 3 month term to provide operating subsidies for a 100% affordable housing project housing extremely low-income seniors; approving the form of and authorizing the execution of the grant agreement; granting general authority to City officials to take actions necessary to implement this Resolution, as defined herein.

Please note, President Peskin is a cosponsor of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org