

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

This First Amendment to the Memorandum of Understanding for the Emergency Housing Voucher Program (this "Amendment") is entered into on February 1, 2022, by and between the Housing Authority of the City and County of San Francisco ("SFHA" or "Authority") and the San Francisco Continuum of Care (CoC), Department of Homelessness and Supportive Housing (HSH) of the City and County of San Francisco, a municipal corporation (the "City"), (collectively the "Parties").

RECITALS

- A. On July 30, 2021, the Authority and the City entered into that certain MOU ("Agreement"). Capitalized terms not otherwise defined in this Amendment will have the same meaning set forth in the Agreement.
- B. The Parties now desire to make certain amendments to the MOU Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Authority and the City agree as follows:

AGREEMENT

1. Add the following sentence at the end of Introduction and Goals:

This Agreement shall be effective July 1, 2021 through June 30, 2026

2. Remove the following from section I-III:

SFHA will only fund services that allow for direct cost reimbursement. Services will be coordinated through the CoC and will be provided directly by the CoC providers or other community partners. The CoC will be required to provide appropriate documentation listed in the reporting requirements to SFHA for reimbursement on a monthly basis. The services listed below are available services that SFHA may fund until all service fees are exhausted but are not necessary to deliver to all participants. 24 CFR § 982.207(a) describes the requirements for PHAs to establish local preferences in admission to its program. SFHA will not require any rental costs returned to an EHV participant to be repaid to SFHA. For example, if SFHA pays for a participant's initial security deposit and the tenant moves and receives the security deposit back from the landlord, SFHA will not require the tenant to pay it back to SFHA.

3. Remove the following section I-IV:

IV. Services Not Funded

The services listed below will not be funded by the allocated services fee by the SFHA. These additional services will help individuals and families be successful and will be provided through and funded by the CoC.

4. Add to section 2-VI. Reporting Requirements-Financial
 - Housing search assistance – Tenant name, address, service provider, date(s) of assistance, number of unit search assistance provided
 - Tenant-readiness assistance – Tenant name, address, service provider, date(s) of assistance, type of assistance
 - Owner recruitment and outreach – Service provider name, type of outreach, time spent

The changes would result in the following language:

Section 1

III. Services to be provided to eligible EHV individuals and families

Services will be coordinated through the CoC and will be provided directly by the CoC or other community partners. The CoC will be required to provide appropriate documentation listed in the reporting requirements to SFHA for reimbursement on a monthly basis. The services listed below are available services that SFHA may fund beginning February 1, 2022, until all service fees are exhausted but are not necessary to deliver to all participants. 24 CFR § 982.207(a) describes the requirements for PHAs to establish local preferences in admission to its program. SFHA will not require any rental costs returned to an EHV participant to be repaid to SFHA. For example, if SFHA pays for a participant's initial security deposit and the tenant moves and receives the security deposit back from the landlord, SFHA will not require the tenant to pay it back to SFHA.

A. Application fees/non-refundable administrative or processing fees/refundable application deposit assistance.

An owner may request application/processing fees. The Authority may cover application/processing fees for up to 3 units or up to \$159, whichever is higher, for each participant.

B. Holding fees

An owner may request a holding fee that is rolled into the security deposit after an application is accepted but before a lease is signed. SFHA may cover holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing up to \$4,148 (double the Authority's Per Unit Cost (PUC) as of 6/2021). The service provider and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit

required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.

C. Security deposit assistance

SFHA may fund security deposit assistance. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. SFHA allows the CoC to make payment directly to the owner or to the individual or family, provided the CoC provides verification that the individual or family paid the security deposit when submitting for reimbursement to SFHA.

D. Utility deposit assistance/arrears

SFHA may fund utility deposit assistance up to \$108 (based on the SFPUC's 2020 rates). Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. SFHA allows the CoC to make payment directly to the owner or to the family, provided the CoC provides verification that the individual or family paid the security deposit when submitting for reimbursement to SFHA. Some individuals and families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant[1]supplied utilities. SFHA may also fund utility arrears to facilitate leasing.

E. Owner incentive payments

SFHA agrees to fund incentive payments to owners that agree to initially lease their unit to an EHV individual and/or family amounting to \$4,148 (double the Authority's PUC as of 6/2021). The payment will be made as a single payment at the beginning of the assisted lease term. The SFHA requires that the owner agree to contact and work with the individual or family's CoC case manager or other intervention services (assuming such services are available) should lease violations or other tenant related issues arise during the assisted tenancy before taking action to evict the tenant.

F. Moving expenses (including move-in fees and deposits)

SFHA may fund reasonable moving expenses when an individual or family initially leases a unit with the EHV up to the following for each bedroom size.

- Studio/1BR - \$1165
- 2BR - \$1375
- 3BR - \$1665
- 4BR - \$1925

SFHA will not fund moving expenses for subsequent moves, with the following exceptions:

- An individual or family has to move due to domestic violence, dating violence, sexual assault, or stalking.

- SFHA terminates the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner refuses to offer the family the opportunity to enter a new lease after the initial lease term (as opposed to the family choosing to terminate the tenancy in order to move to another unit).

G. Essential household items

SFHA may fund the costs of acquiring essential household items, as defined by the SFHA (e.g., tableware, bedding, etc.) up to \$200.

H. Housing search assistance

Housing search assistance must be offered and may include many activities such as, but not limited to:

- helping an individual or family identify and visit potentially available units during their housing search
- helping an individual or family find a unit that meets the household's disability related needs
- providing transportation and directions
- assisting with the completion of rental applications and SFHA forms, and
- helping to expedite the EHV leasing process for the individual or family.

I. Tenant-readiness services

Tenant-readiness services include helping create customized plans to address or mitigate barriers that individuals or families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental, or utility history, or to connect the individual or family to other community resources.

J. Owner recruitment and outreach

In addition to traditional owner recruitment and outreach specifically for EHV, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service

Section 2

VI. Reporting Requirements – Financial

SFHA is required to comply with reporting and financing record requirements mandated by HUD. SFHA will submit required reports to HUD monthly based on data from the Voucher Management System. This data will initially be used to track leasing and cost data and to reconcile funds advanced to participating SFHAs against actual expenditures reported. SFHA will also submit required data in HUD's IMS-PIC system or new PIC-NG system on EHV tenant information as required.

SFHA will require monthly reports and documentation from the CoC and VSP to support all services provided that allow for cost reimbursement (Section VI). At a minimum, the data that required includes:

- Application fees/non-refundable administrative or processing fees/refundable application deposit assistance – Entity ID, address, date of payment, cost, support of payment (in this case, fee receipt)
- Holding fees – Entity ID, address, date of payment, cost, support of payment (in this case, fee receipt)
- Security deposit assistance – Entity ID, address, date of payment, cost, support of payment (in this case, security deposit receipt, copy of payment, executed lease agreement)
- Utility Deposit assistance – Entity ID, address, date of payment, cost, support of payment (in this case, utility deposit receipt)
- Utility Arrears – Entity ID, address, date of payment, cost, support of payment (in this case, arrears bill, payment receipt)
- Owner incentive (signing bonus) – Entity ID, address, date of payment, cost, support of payment (in this case, security deposit receipt, copy of payment)
- Moving expenses – Entity ID, address, date of payment, cost, support of payment (in this case receipts for expenses, screenshot of payment)
- Essential household items – Entity ID, address, date of payment, cost, support of payment (in this case, receipts for expenses)
- Housing search assistance – Entity ID, address, service provider, date(s) of assistance, hours of assistance provided
- Tenant-readiness assistance – Entity ID, address, service provider, date(s) of assistance, type of assistance
- Owner recruitment and outreach – Service provider name, type of outreach, time spent

The appropriated funds for EHV are separate from the regular HCV program and may only be used for EHV purposes. If any of these funds are not expended on eligible EHV expenses before the end of the EHV program, the remaining unexpended EHV funds must be recaptured by HUD.

5. Add section X. Grant Funds.
 - a. Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed Three Million One Hundred Seventy-One Thousand Dollars (\$3,171,000).
 - b. Use of Grant Funds. CoC shall use the Grant Funds only for Eligible Expenses as set forth in the budget below.

Grant Budget - SFHA EHV Support Services



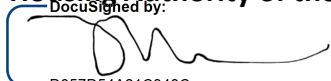
DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Provider Name	Population	Project Description	NUMBER OF HOUSEHOLDS SERVED	FY21-22	FY22-23	TOTAL FY21-23
Brilliant Corners	At Risk of Homelessness	Variety of support services for households that receive an Emergency Housing Voucher. Anticipated to serve 125 households in FY21-23.	125	\$1,514,904.00	\$377,880.00	\$1,892,784.00
Asian Women's Shelter	Domestic Violence	Variety of support services for households that received an Emergency Housing Voucher. Anticipated to serve 36 households in FY21-23.	36	\$325,399.00	\$0.00	\$325,399.00
Abode Services	Transitional Aged Youth (TAY)	Variety of support services for households that received an Emergency Housing Voucher. Anticipated to serve 35 households in FY21-23.	35	\$530,110.00	\$140,700.00	\$670,810.00
Brilliant Corners	Transitional Aged Youth (TAY)	Variety of support services for households that received an Emergency Housing Voucher. Anticipated to serve 25 households in FY21-23.	25	\$282,007.00	\$0.00	\$282,007.00

TOTAL	221	\$2,652,420.00	\$518,580.00	\$3,171,000.00
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IN WITNESS WHEREOF, COC and the Authority hereto have caused their duly authorized representatives to execute this Amendment, which may be executed in counterparts, as date indicated above.

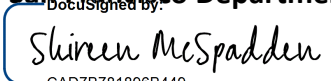
Housing Authority of the City and County of San Francisco

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Tonia Lediju, PhD, Chief Executive Officer

Date: 4/26/2022

San Francisco Department of Homeless and Supportive Housing

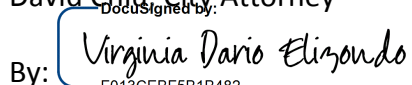
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Shireen McSpadden, Director

Date: 4/26/2022

Approved as to Form:

David Chiu, City Attorney

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Virginia Dario Elizondo

Date: 4/26/2022