File No. 260027 **Committee Item No.** 1
Board Item No. 24

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** January 28, 2026
Board of Supervisors Meeting **Date** February 3, 2026

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☒	☒	Agreement Exhibits
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Completed by: Brent Jalipa **Date** January 22, 2026
Completed by: Brent Jalipa **Date** January 29, 2026

FILE NO. 260027 RESOLUTION NO.

[Accept and Expend Grant - California Department of Housing and Community Development - Prohousing Incentive Program - $1,500,000]

Resolution authorizing the City and County of San Francisco ("City"), acting by and through the Mayor's Office of Housing and Community Development ("MOHCD"), to execute a Standard Agreement with the California Department of Housing and Community Development ("HCD") for a grant awarded in the amount of $1,500,000 under HCD's Prohousing Incentive Program ("PIP"); accept and expend anticipated revenue of PIP grant funds in the amount of $1,500,000, for the period effective upon the execution date of the Standard Agreement through June 30, 2029; and authorizing MOHCD to enter into any additions, amendments, or other modifications to the Standard Agreement and any PIP documents that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City.

WHEREAS, California Government Code, Section 65589.9 established the Prohousing Designation Program, which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted local policies that are defined as "Prohousing" under said Section 65589.9; and

WHEREAS, Pursuant to Health and Safety Code 50470 et. seq., the California Department of Housing and Community Development ("Department") is authorized to administer loans and grants for state incentive programs and established the Prohousing Incentive Program to encourage cities and counties to obtain a prohousing designation (hereinafter referred to by the Department as the Prohousing Incentive Program or "PIP" or the "Program"); and

WHEREAS, Pursuant to Health and Safety Code 50470 et. seq., the Department is authorized to issue PIP guidelines for funding under the Program ("Guidelines"); and

WHEREAS, The Department has issued a Notice of Funding Availability ("NOFA"), Guidelines, and a PIP grant application package dated August 15, 2024, in the amount of approximately $8,000,000 for PIP, a copy of the NOFA is on file with the Clerk of the Board of Supervisors ("Clerk") in File No. 241175; and

WHEREAS, The City has adopted a Housing Element that complies with California Government Code, Section 65585(h); and

WHEREAS, The City has submitted a Housing Element Annual Progress Report that complies with California Government Code 65400; and

WHEREAS, The City obtained a Prohousing Designation under the Prohousing Designation Program as determined by the Department; and

WHEREAS, On January 28, 2025, the Board of Supervisors adopted Resolution No. 26-25, authorizing MOHCD on behalf of the City to apply for PIP grant funds under the NOFA; and

WHEREAS, The City and County of San Francisco, acting by and through the Mayor's Office of Housing and Community Development ("Applicant"), submitted the PIP grant application package on file with the Clerk of the Board of Supervisors in File No. 241175 and is incorporated herein by reference ("Application") to the Department, on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, In an award letter dated September 9, 2025, the Department approved the Application for a PIP grant in the amount of $1,500,000 (referred to as Contract No. 24-PIP-1868, the "Award Letter"), subject to the terms and conditions of the Application, the NOFA, the Guidelines, and the form of HCD-approved STD213, Standard Agreement ("Standard Agreement"), any and all accompanying documents are incorporated in full as part of the

Standard Agreement, any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement; copies of the Award Letter and draft Standard Agreement are on file with the Clerk in File No. 260027; and

WHEREAS, The PIP grant does not include any provision for indirect costs; and

WHEREAS, The PIP grant does not create any new positions, and does not require an amendment to the Annual Salary Ordinance; and

WHEREAS, The Charter, Section 9.118 requires contracts entered into by a Department having anticipated revenue to the City of $1,000,000 or more to be approved by the Board of Supervisors; now, therefore, be it

RESOLVED, That the Director of MOHCD or their designee is hereby authorized, in consultation with the City Attorney's Office, to enter into, execute, and deliver, on behalf of the City and County of San Francisco, a Standard Agreement for a total amount not to exceed $1,500,000, and any and all other documents required or deemed necessary or appropriate to secure the PIP grant funds from the Department , and all amendments thereto (collectively, the "PIP Documents"); and, be it

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

FURTHER RESOLVED, That MOHCD is hereby authorized to accept and expend $1,500,000 of PIP grant funds; and, be it

FURTHER RESOLVED, The City acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and the Application will be incorporated into the Standard Agreement by reference and made a part thereof; any and all activities, expenditures, information and timelines represented in the

Application are enforceable through the Standard Agreement; funds are to be used for the allowable expenditures and activities identified in the Standard Agreement; and, be it

FURTHER RESOLVED, MOHCD is hereby authorized and directed to ensure that the PIP grant funds are expended for eligible uses and allowable expenditures pursuant to the terms of the Standard Agreement and PIP; and, be it

FURTHER RESOLVED, The Director of MOHCD or their designee is authorized to enter into any additions, amendments, or other modifications to the Standard Agreement and the PIP Documents that they determine, following consultation with the City Attorney, are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City; and, be it

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

FURTHER RESOLVED, That within 30 days of the execution of the Standard Agreement by all parties, MOHCD shall provide the Standard Agreement to the Clerk of the Board for inclusion into the official file.

RECOMMENDED:

_____/s/_____

Daniel Adams, Director,

Mayor's Office of Housing and Community Development

Approved: _____/s/_____

Controller's Office

Approved: _____/s/_____

Mayor's Office

Docusign Envelope ID: E91C746D-F735-45DF-B7D2-5BBA5000A66A

File Number: 260027
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

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

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

1. **Grant Title:** Prohousing Incentive Program

2. **Department:** Mayor's Office of Housing and Community Development

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

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

[x] Approved by funding agency [ ] Not yet approved

5. **Amount of Grant Funding Approved or Applied for**: $1,500,000

6a. **Matching Funds Required:** $0
b. **Source(s) of matching funds (if applicable):** N/A

7a. **Grant Source Agency:** California Department of Housing and Community Development
b. **Grant Pass-Through Agency (if applicable):** N/A

8. **Proposed Grant Project Summary:** Planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation

9. **Grant Project Schedule, as allowed in approval documents, or as proposed:**
Start-Date: upon execution of standard agreement End-Date: 6/30/2029

10a. **Amount budgeted for contractual services:** N/A; see attached expenditure schedule

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

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

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

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

b1. **If yes, how much? $**
b2. **How was the amount calculated?**
c1. **If no, why are indirect costs not included?**
[x] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):
c2. **If no indirect costs are included, what would have been the indirect costs?** None.

Docusign Envelope ID: E91C746D-F735-45DF-B7D2-5BBA5000A66A

12. Any other significant grant requirements or comments:

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

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

[x] Existing Site(s)	[x] Existing Structure(s)	[x] Existing Program(s) or Service(s)
[ ] Rehabilitated Site(s)	[ ] Rehabilitated Structure(s)	[] New Program(s) or Service(s)
[ ] New Site(s)	[ ] New Structure(s)	

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

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

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

Comments:

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

Madeleine Sweet
(Name)

Compliance Coordinator – Data, Evaluation and Compliance
(Title)

Date Reviewed: December 1, 2025

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Daniel Adams
(Name)

Director, Mayor's Office of Housing and Community Development
(Title)

Date Reviewed: 12/3/2025 | 10:14 AM PST

Signed by:
Daniel Adams
(Signature Required)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
24-PIP-18688	

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

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
City and County of San Francisco

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2029

3. The maximum amount of this Agreement is:
$1,500,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 02/2025
Exhibit D	PIP Program Terms and Conditions	12
Exhibit E	Program-Specific Provisions and Special Conditions	3
	TOTAL NUMBER OF PAGES ATTACHED	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1 South Van Ness Avenue, 5th Floor	San Francisco	CA	94103

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street Suite 400	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
	Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

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

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

Prohousing Incentive Program (PIP)

2024 Application for Local Governments

State of California
Governor, Gavin Newsom

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development

Megan Kirkeby, Deputy Director
Division of Housing Policy Development

Final Filing Date: December 31, 2024

651 Bannon Street, Suite 400 Sacramento, CA 95811

Website: https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program

Email: ProhousingIncentive@hcd.ca.gov

Prohousing Incentive Program (PIP) Application Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized under the provisions pursuant to Health and Safety Code Section 50470(2)(C)(i). PIP is designed to encourage cities and counties to achieve Prohousing Designation. Please refer to the PIP Guidelines and August 2024 Notice of Funding Availability (NOFA) for detailed information on eligible uses and awards. If you have questions regarding this application or the PIP Program, email ProhousingIncentive@hcd.ca.gov.

If approved for funding, the PIP application is incorporated as part of your Standard Agreement with the Department. To be considered for funding, all sections of this application, including attachments if required, must be complete and accurate.

Threshold Requirements

In order to be considered for funding, all applicants must submit a complete, signed application to ProhousingIncentive@hcd.ca.gov by December 31, 2024. Pursuant to Section 202 of the PIP Guidelines, all applicants must meet the following threshold requirements to be eligible for funding:

X	An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Article 10.6 of Gov. Code) in accordance with Government Code section 65585, subdivision (h).
X	Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.
X	Prohousing Designation: An awarded or completed Prohousing Designation Application with an authorizing resolution must be submitted prior to or in conjunction with the Applicant's PIP Application. PIP Awards cannot be made until a Prohousing Designation is awarded.
X	A complete application as determined by the Department.
X	An authorizing resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B of the PIP Guidelines for required resolution format.
X	Compliance with state and federal housing laws as determined by the sole discretion of HCD.

Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

Applicant Information

Applicant	City and County of San Francisco		
Applicant Agency Type	City and County		
Mailing Address	1 South Van Ness, 5th floor		
City	San Francisco	Zip Code	94131
County	San Francisco		
Website	https://sf.gov/departments/mayors		
TIN	70384255		
Authorized Representative Name	Daniel Adams		
Authorized Representative Title	Director, MOHCD		
Phone	415-701-5528	Fax	
Email	dan.adams@sfgov.org		
Contact Person Name	Mara Blitzer		
Contact Person Title	Director of Special Projects		
Phone	628-652-5820	Fax	
Email	mara.blitzer@sfgov.org		

As the official designated by the governing body (authorized representative above and in resolution), I hereby certify that, if approved by HCD for funding through PIP, the applicant assumes the responsibilities specified in the NOFA and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature	Daniel Adams	Date	12/3/2024
Name	Daniel Adams	Title	Director, MOHCD

Award Amount

Click the dropdown menu to choose a jurisdiction. The geographic category and base award will auto-populate. If the jurisdiction has obtained Prohousing Designation at the time of PIP application submittal, enter in the Prohousing Designation applicant score. Population projections are based on the Department of Finance E-1 January 1, 2024 estimates. https://dof.ca.gov/Forecasting/Demographics/estimates-e1/

Jurisdiction Name	San Francisco County - Unincorpo	Eligible Base Award	$ 1,500,000
Geographic Category	Bay Area	Bonus Award Amount:	$ -
Prohousing Designation Application Score		Total Award	$ 1,500,000

Eligible Uses

Eligible Applicants must use award funds towards any planning or implementation activities related to housing and community development including, but not limited to, any eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D), as described below. Please indicate which of the following the applicant will use award funds toward:

X	(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies
	(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas
	(iii) Matching portions of funds placed into local or regional housing trust funds
	(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code
	(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014
	(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing
	(vii) Accessibility modifications
	(viii) Efforts to acquire and rehabilitate foreclosed or vacant homes
	(ix) Homeownership opportunities, including, but not limited to, downpayment assistance
	(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households

Summary of Proposed Activities

Objective	Responsible Party	Est. Cost	Begin	End	Eligible Use Category	Statement of Work Plan	Notes
100% Affordable Development	MOHCD	1,500,000	1/1/2026	1/1/2028	i	New Rental construction for ELI to moderate income households	Fold funds into larger MOHCD loan for a 4% LIHTC/tax exempt bond deal with gap funds needed

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(2)(C)(i), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Prohousing Incentive Program ("PIP" or the "Program" as defined in Attachment C of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d) ("PIP Statute"), the Department has issued the Prohousing Incentive Program Guidelines and Notice of Funding Availability ("NOFA") dated August 15, 2024, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance to accelerate housing production for housing related projects and programs that assist in addressing the unmet housing needs of their local communities pursuant to the terms of the PIP Statute, Guidelines and NOFA, and Permanent Local Housing Allocation (PLHA) Statute and Guidelines, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the PIP Statute, Guidelines and NOFA, and PLHA Statute and Guidelines, and this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2, Grant and Reimbursement Limit.

3. Definitions

Terms not otherwise defined herein shall have the same meaning as definitions set forth in Health and Safety Code Section 50470 and Attachment C of the PIP Guidelines and Definition Section (Section 101) of the PLHA Guidelines.

4. Scope of Work

EXHIBIT A

The "Scope of Work" or "Work" for this Agreement shall be used to accelerate housing production for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. Uses shall consist of one or more of the eligible uses described in Guidelines set forth in the PIP Application, Exhibit E of this Agreement and any other supplemental forms prescribed by the Department in full accordance with this Agreement, PIP Guidelines and PLHA Guidelines Section 301. Where eligible uses in PIP Guidelines Section 601 differ from PLHA Guidelines Section 301, the Department will defer to PLHA Guidelines except for eligible uses 7 (accessibility modifications) and 10 (fiscal incentives).

A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in the PIP and PLHA Statute and Guidelines are "activity costs" and not subject to the cap on "administrative costs." A Local government may share any funds available for administrative costs with entities that are administering its allocation.

The Scope of Work may in no event be revised or altered without the Department's prior written consent and approval, and such consent and approval is within the Department's sole and absolute discretion. The Department reserves the right, but assumes no obligation, to review and approve any and all Work.

5. Department Contract Coordinator

The Department's Contract Coordinator of this Agreement is the Housing Policy Development Senior Program Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by email to the Department Contract Coordinator at ProhousingIncentive@hcd.ca.gov.

6. Grantee Contract Coordinator

The Grantee's Contract Coordinator for this Agreement is the Authorized Representative listed below.

Authorized Representative Name:	
Authorized Representative Title:	
Agency Name:	

EXHIBIT A

Address:	
Phone Number:	
Email Address:	

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

   A. Grantee has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement on the basis of, and in reliance on fact, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

   B. The Grantee warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading, in such a manner that would substantially affect the Department's approval, disbursement, reimbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

   The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding provided, shall be final. The maximum total amount granted and disbursable to the Grantee pursuant to this Agreement shall not exceed $_____.

3. Grant Timelines

   A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").

   B. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement as described in Exhibit D(1).

   C. All reimbursement requests for Grant funds must be submitted to the Department no later than March 30, 2028.

   D. Upon completion of all deliverables within the Standard Agreement and prior to processing final invoicing, the awardee shall submit a Close Out Report.

EXHIBIT B

E. The Grantee shall deliver to the Department all supporting documents of Work performed on or before March 30, 2028, to ensure meeting the June 30, 2028, expenditure deadline. Under special circumstances, as determined by the Department, the Department may modify the March 30, 2028, reimbursement deadline but may not go beyond the expenditure deadline.

F. It is the responsibility of the Grantee to monitor the project and timeliness of requests for reimbursement before the expenditure deadline.

G. The grant term ends on June 30, 2029.

4. Conditions of Reimbursement

A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.

B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the Scope of Work.

C. A Grantee that receives funds under this Program may use a subcontractor. The subcontractor shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

D. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables as set forth in the PIP Application, Exhibit E of this Agreement, and any other supplemental forms prescribed by the Department and subject to the terms and conditions of this Agreement. Applicants may request disbursements in advance of activity initiation under unique and/or unusual circumstances including but not limited to feasibility, lack of resources, or unavailability of funds.

E. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term until the expenditure deadline will be reimbursable.

F. Approved and eligible costs incurred prior to the NOFA date are ineligible, unless otherwise approved by the Department.

EXHIBIT B

G. The Contractor may request that eligible uses or grant funds may be revised without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work and within the terms and conditions

6. Fiscal Administration

A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PIP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Prohousing Incentive Program grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final.

B. Prior to receiving grants, the Grantee shall submit the following documentation:

1) Government Agency Taxpayer ID Form (GovTIN; Fi$cal form).

2) A Request for Funds on a form and manner provided by the Department; and

3) Any and all additional documentation that may be requested by the Department in the prescribed form and manner.

C. Grant fund payment will be made on a reimbursement basis. Project invoices will be submitted to the Department by the grantee on a quarterly basis or, if earlier, upon completion of deliverables.

D. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.

E. Work must be completed prior to requesting reimbursement, unless otherwise approved by the Department.

EXHIBIT B

F. Grant funds cannot be reimbursed until this Standard Agreement has been fully executed.

G. The Grantee will be responsible for compiling all invoices and supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. Failure to provide requested documentation to HCD could result in exclusion from consideration for grants in future program years.

H. Supporting documentation may include but is not limited to purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenses in accordance with the Grantee's PIP Application and the PIP Guidelines.

I. The Grantee will submit documentation to the Department detailing actual costs incurred, which must be based on clear and completed objectives and deliverables as outlined in the PIP Application, Exhibit E of this Agreement, and any other supplemental forms prescribed by the Department

J. In unique and/or unusual circumstances, the Department may consider alternative arrangements (e.g., disbursements in advance of activity initiation) to reimbursement and payment methods. Unusual circumstances include but are not limited to feasibility, unavailable funds or lack of resources and substantial progress in expenditure.

K. The Department may withhold Grant funds until the grant terms have been fulfilled.

L. The Department may withhold eligible Program Grants in future program years until terms of this Agreement have been fulfilled to the satisfaction of the Department.

7. Budget Contingency Clause

A. The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of PIP funds and continued state authorization for PIP activities. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state legislation and/or regulations. If funding for any fiscal year is reduced or deleted

EXHIBIT B

for purposes of this program, the Department shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the Department, or amend the current Agreement and amount allocated to Grantee.

EXHIBIT D

PIP TERMS AND CONDITIONS

1. Effective Date, Commencement of Work

This Agreement is effective upon the date of the Department representative's signature on page one of the full executed Standard Agreement, STD 213. Grantee agrees that work under this Agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. Strict Compliance

Grantee will strictly comply with the terms, conditions and requirements of the PIP Statute, Guidelines and NOFA, and PLHA Statute and Guidelines, and this Agreement.

3. Contractor's Application for Funds

A. Grantee has submitted to the Department an Application for a Grant under the Program.

B. Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge.

4. Eligible Activities

A. Grant funds awarded to the Grantee and expended by either the Grantee or any entity to which Grantee awards funds shall be used for the eligible activities set forth in Exhibit A(4). The following additional requirements shall apply:

B. Each Grantee shall submit a Plan contained in Exhibit E detailing:

1) The manner in which allocated funds will be used for eligible activities.

2) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

3) The following for each proposed Activity:

a) A description of each proposed Activity and the percentage of funding allocated to it.

b) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.

EXHIBIT D

c) Where applicable, the period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least fifty-five years.

C. If funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:

1) PIP loan and any interest thereon shall be reused consistent with the Eligible Activities specified in Exhibit A(4); or,

2) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or,

3) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with the Eligible Activities specified in Exhibit A(4).

D. If funds are used for the development of an affordable rental housing project, and the Local government makes the PIP assistance in the form of a loan to the Sponsor of the project, the loan shall be evidenced through a Promissory Note secured by a Deed of Trust.

E. If funds are used as a loan, Grantees are required to implement a program income reuse plan describing how repaid loans and any interest thereon shall be reused for Eligible Activities specified in Exhibit A(4).

5. Scope of Work Revisions and Terms/Amendments

A. Adjustments to the terms within this Agreement must be completed as a contract amendment. Contract amendments must be approved by the Department prior to implementation. If approved, contract amendments shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided in writing, as appropriate. Contract amendments shall include but not be limited to:

1) Changes in the total grant amount;

EXHIBIT D

2) Changes in Payee(s);

3) Changes in the expiration date of this Agreement;

4) Changes to the grant term date;

5) Changes to the Reimbursement Deadline.

B. Revisions to the Scope of Work that may not require a contract amendment will be subject to the review and approval of the Housing Policy Development Senior Program Manager, or Manager's Designee. Such revisions must be approved by the Department prior to implementation. Approval shall be provided in writing, as appropriate. Adjustments to the Scope of Work (Exhibit E) shall include but not be limited to:

1) An increase or reduction of activity scope;

2) Changes to or reallocations among activities that do not change the total award amount;

3) Changes in affordability and level of affordability for each activity;

4) Changes to activity start and/or completion dates.

6. Core Practices

A Grantee or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Grantee or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

7. Monitoring Grant Activities

A. Grantee shall monitor the activities selected and awarded by them to ensure compliance with PIP requirements. An onsite monitoring visit of Subrecipients and any other service providers may occur whenever determined necessary by the Grantee, but at least once during the Grant period.

B. The Department will monitor the performance of the Grantee based on a risk assessment and according to the terms of this Agreement. The Department may

EXHIBIT D

also monitor any Subrecipients of the Grantee as the Department deems appropriate based on a risk assessment.

C. As requested by the Department, the Grantee shall submit to the Department all PIP monitoring documentation necessary to ensure that Grantee and its Subrecipients are in continued compliance with PIP requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Grantee.

8. Reporting/Audits

A. During the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement and other Program requirements with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced herein.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, by April 1 of the year following the receipt of funds, and annually thereafter until funds are expended. The annual report shall contain a detailed report which must include, at a minimum:

1) Identification of the Eligible Activities to which the Grantee committed program funds, and the income levels of households assisted;

2) Amounts awarded to Subrecipients with the activity(ies) identified;

3) Identification of the Eligible Activities upon which the Contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and

4) Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.

C. The Department may request additional information, as needed.

D. At any time during the term of the Standard Agreement, the Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

EXHIBIT D

E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.

1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.

2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

9. Retention and Inspection Records

A. The Contractor is responsible for maintaining records, which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

B. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices.

C. The Eligible Applicant shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the project in accordance with GAAP.

D. The Eligible Applicant must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.

E. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to

EXHIBIT D

performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested.

1) The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.

F. The Contractor further agrees to retain all records for a period of five years after the end of the term of this Agreement:

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.

2) The Contractor also agrees to include in any contract that it enters in an amount exceeding $10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

G. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the Department shall determine the reimbursement method for the amount disallowed.

H. The Contractor shall retain all books and records relevant to this Agreement for a minimum of five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

I. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above. The Grantee shall monitor and enforce subcontracts accordingly.

EXHIBIT D

10. Breach and Remedies of Non-Performance

A. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

B. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

C. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

D. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Standard Agreement.

E. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

F. At any time, if the Department finds the applicant falsely proposed information in the application or as part of the application review, including documentation related to incentive payments (e.g., affordability, enhancements), the Department may require the repayment of funds or decline reimbursement.

G. The Department may, as it deems appropriate or necessary, require the repayment of funds from a grantee, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e).

H. The following shall constitute a breach of this Agreement:

EXHIBIT D

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not approved under this Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

I. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

1) Disqualify the Grantee from applying for future Program Funds or other Department administered grant programs;

2) Revoke existing PIP award(s) to the Grantee;

3) Decline reimbursement of funds;

4) Require the return of unexpended Program funds disbursed under this Agreement;

5) Require repayment of Program funds disbursed and expended under this Agreement;

6) Require the immediate return to the Department of all funds derived from the use of Program funds including, but not limited to recaptured funds and returned funds;

7) Seek, in a court of competent jurisdiction, an order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PIP requirements; and

8) Other remedies available at law, or by and through this Agreement.

J. All remedies available to the Department are cumulative and not exclusive.

K. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

EXHIBIT D

11. Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Grantee. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PIP Statutes, Guidelines or NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Grantee shall be returned to the Department within thirty days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

12. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

13. Relocation

Grantee shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

14. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

EXHIBIT D

15. Third-Party Contracts

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager upon request.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the PIP, the Grantee acknowledges that each partner and/or all entities forming the SB 2 PIP collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.

E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the Prohousing Incentive Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this Section.

F. The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Grantee shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Grantee shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

EXHIBIT D

16. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the Prohousing Incentive Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Prohousing Incentive Program project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

17. Litigation

EXHIBIT D

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and the Grantee shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

18. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-specific Provisions

   The following are project-specific terms and conditions and shall inform the references made to project-specific information not contained in the Standard Agreement.

2. Budget Detail:

   Grantee has been awarded the following grant activity amounts: $1,500,000.00

   Estimated allocation may not exceed: $1,500,000.00

   Payees: City and County of San Francisco

   The authorized Payee(s) is/are specified below:

   Name: City and County of San Francisco Amount: $1,500,000

3. Consistency with Housing Element Programs:

   Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

   The plan contained herein is consistent with the City and County of San Francisco's 2022-2030 Housing Element.

   Goal 4, Policy 4.1 states that the City shall advocate for additional State, regional, and private funding for affordable housing and affordable housing programs. Funds awarded through the Prohousing Incentive Program will be used for construction costs for an affordable housing project in the City.

EXHIBIT E

Project Timeline, Budget, and Statement of Work (Plan):

PROJECT TIMELINE AND BUDGET AND STATEMENT OF WORK						
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	Notes
Construction of project at XYZ	City and County of San Francisco				Temporary Certificate of Occupancy on XYZ	Eligible Use Category: 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary Operating subsidies. Period of affordability: 55 years. Level of affordability: Between 30% and 60% AMI. Est. # of units: 108, 2 of which will be manager units.
	Total Estimated Cost:	0				

EXHIBIT E

4. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement:

If PIP assistance is provided in the form of a loan, the following special conditions apply:

a. Pursuant to Exhibit D of this Agreement, PIP Program loans and any interest thereon (program revenue) shall be reused consistent with the Eligible Activities specified in Exhibit A(4). Program income shall be expended within five years of the expenditure deadline.

b. Grantee shall seek the Department's approval on future funding uses prior to funding activities to ensure compliance with Program Guidelines

c. If program revenue is not used on eligible uses, those funds shall be reimbursed to the Department.

If PIP funds are to be used as matching funds, the following special conditions apply:

A. If PIP funds are to be contributed to either a local or regional housing trust fund or a Low- and Moderate-Income Housing Asset Fund pursuant to Health and Safety Code section 34176, subdivision (d), then funds must be matched on at least a 1:1 basis. Additionally, the Grantee should describe how fund expenditures comply with eligible uses under PIP Guidelines Section 601.

B. The Grantee shall expend the awarded PIP funds deposited into the local or regional housing trust fund or Low- and Moderate-Income Housing Asset Fund within three years of the expenditure deadline.

If PIP funds are used to replenish operating reserves, the following special condition applies:

A. If funds will be used to replenish the capital and/or operating reserves of affordable housing projects, selected projects must also meet all qualifiers of the eligible use.

HCD Prohousing Incentive Program (PIP) Expenditure Schedule

Proposed expenditures for the HCD Prohousing Incentive Program (PIP) Grant.

Agency Name	Project Description	HCD Funding Amount
835 Turk, LLC	Funds from the PIP grant will support rehabilitation of 106 income restricted units for formerly homeless households at 835 Turk Street.	$1,500,000

TOTAL HCD: $1,500,000

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

August 15, 2024

MEMORANDUM FOR: ALL POTENTIAL APPLICANTS

FROM: MEGAN KIRKEBY, DEPUTY DIRECTOR
DIVISION OF HOUSING POLICY DEVELOPMENT

SUBJECT: **NOTICE OF FUNDING AVAILABILITY ROUND 3 – PROHOUSING INCENTIVE PROGRAM**

The California Department of Housing and Community Development (HCD or Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately an estimated $8 million under the Prohousing Incentive Program (PIP or Program). This estimate is based on funds collected during Quarter 1 of calendar year 2024 projected through the remainder of the calendar year. Final proceeds will be available by March 2025 in advance of Award announcements. For more information and updates, please see the Program website.

PIP complements the Prohousing Designation Program and is designed to encourage jurisdictions to obtain a Prohousing Designation and reward jurisdictions that pursue additional Prohousing Policies to earn a higher Prohousing Designation Score. Under the Program, grants are available for a variety of planning or implementation activities related to housing and community development.

In order to be eligible for grant funding under this NOFA, completed application materials must be submitted by email to: ProhousingIncentive@hcd.ca.gov no later than December 31, 2024. In order to remain eligible for an award under this NOFA, applicants must obtain a Prohousing Designation no later than December 31, 2024.

Prohousing Incentive Program Round 3 Timeline

NOFA Release	**August 15, 2024**
Application Due Date	**December 31, 2024**
Prohousing Designation Due Date	**December 31, 2024**
Award Announcements	**April 2025**

In addition to the information contained within this NOFA, the NOFA application and Program Guidelines are posted on the Department's PIP website. For future updates on

PIP, please subscribe to the Department's email notification sign up at Subscribe (ca.gov).

If you have questions regarding this NOFA or PIP generally, please email the Department at ProhousingIncentive@hcd.ca.gov.

Attachment

Prohousing Incentive Program
Notice of Funding Availability
Round 3

State of California
Governor Gavin Newsom

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

Megan Kirkeby, Deputy Director
Division of Housing Policy Development

651 Bannon Street, Suite 400
Sacramento, CA 95811

Website: https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program
Email: ProhousingIncentive@hcd.ca.gov
August 2024

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I. Overview

A. Notice of Funding Availability

This NOFA announces approximately an estimated $8 million in funding for planning and implementation activities related to housing and community development, as described in Health and Safety Code Section 50470(b)(2)(D).

B. Timeline

1. Program funds will be available to Eligible Applicants on a competitive basis. See Table 1 below for the anticipated timeline of awards.

2. Applications will be accepted as of the date of this NOFA through December 31, 2024. In order to remain eligible for an award, Eligible Applicants must obtain Prohousing Designation by December 31, 2024. The Department encourages early applications.

Table 1: Round 3 Timeline

NOFA Release Date: August 15, 2024	
Application Due Date	December 31, 2024
Prohousing Designation Due Date	December 31, 2024
Award Announcements	April 2025

C. Authorizing Legislation, Regulations, and Guidelines

PIP is funded through Chapter 364, Statutes of 2017 (SB 2, Atkins), which established the Building Homes and Jobs Trust Fund, with five percent of annual collections to be used for an incentive program. The Department's administration of PIP is governed by the PIP Guidelines, which implement, interpret, or make specific provisions for purposes of implementing an incentive program pursuant to Health and Safety Code section 50470, subdivision (b)(2)(C)(i). These Guidelines are authorized pursuant to Chapter 2.5 of Health and Safety Code (Sections 50470 to 50475).

Applications submitted under this NOFA are subject to the PIP Guidelines, all applicable statutory requirements, and this NOFA. Section references in this NOFA refer to the PIP Guidelines unless otherwise noted. Capitalized terms in this NOFA are either defined herein or in the PIP Guidelines, available on the PIP website at https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program. .

PIP awards funds based on jurisdiction size and Prohousing Designation Program score (as codified in the California Code of Regulations Title 25 Housing and Community Development, Division 1, Chapter 6, Subchapter 6.6, Sections 6600 through 6608, Consecutive Prohousing Designation Program).

D. NOFA and Guidelines

Applications submitted under this NOFA are subject to the August 2024, PIP Guidelines.

II. Eligibility

A. Eligible Applicants

1. Eligible Applicants are limited to cities, counties, and cities and counties.

2. Only Eligible Applicants may submit an application.

3. Eligible Applicants may partner through legally binding agreements with other forms of governments or entities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, Tribal Entities or any duly constituted governing body of an Indian Reservation or Rancheria.

4. Eligible Applicants in partnerships may determine the amount of incentive payments between Eligible Applicants participating in the partnership in consultation with the Department.

5. Eligible Applicants forming partnerships must submit separate, completed, and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

B. Threshold Requirements

Eligible Applicants must meet all of the following threshold requirements for participation in the Program:

1. An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Gov. Code, § 65580 et seq) in accordance with Government Code section 65585.

    a) Applicants not meeting housing element requirements may be considered to meet this threshold requirement at the discretion of the Department on a case-by-case basis. Criteria for consideration include but are not limited to significant progress in meeting housing element requirements (e.g., a draft found to meet statute, rezoning near completion), proposing activities to meet housing element requirements (e.g., rezoning to accommodate housing needs pursuant to Gov. Code Section 65583(c)(1)) and adoption of a compliant element prior to the award of funds.

2. Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.

3. Prohousing Designation: A completed Prohousing Designation application (per the regulations codified in the California Code of Regulations Title 25 Housing and Community Development, Division 1, Chapter 6, Subchapter 6.6, Sections 6600 through 6608, Consecutive Prohousing Designation Program), with an authorizing resolution, must be submitted prior to or in

conjunction with the applicant's PIP application. PIP awards cannot be made until Prohousing Designation is obtained, as determined by the Department.

4. A complete application as determined by the Department.

5. An authorizing resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B of the Guidelines for required resolution format.

6. Compliance with state and federal housing laws as determined by the sole discretion of HCD.

7. Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

C. Eligible Uses

Eligible Applicants must use award funds towards planning or implementation activities related to housing and community development limited to activities that conform with eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D):

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, and moderate-income households, including necessary operating subsidies.

2. Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.

3. Matching portions of funds placed into local or regional housing trust funds.

4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.

5. Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.

6. Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

7. Accessibility modifications.

8. Efforts to acquire and rehabilitate foreclosed or vacant homes.

9. Homeownership opportunities, including, but not limited to, down payment assistance.

10. Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

III. Program Funding Amounts and Terms

A. Eligible Award Calculation

1. Maximum total award amounts will be no greater than $2 million per Eligible Applicant. Total potential award amounts are determined by adding an Eligible Applicant's base award amount with an Eligible Applicant's bonus award amount.

   a) Base award amounts will be determined by population size. Base award amounts are based on population estimates as of January 1 of the NOFA year. Population estimates are based on the Department of Finance E-1 report: https://dof.ca.gov/Forecasting/Demographics/estimates-e1/.

Jurisdiction Size (in Population)	**Base Award Amount**
750,000 or greater	$1,500,000
300,000 to 749,999	$1,000,000
100,000 to 299,999	$750,000
50,000 to 99,999	$500,000
20,000 to 49,999	$250,000
Less than 20,000	$150,000

b) For the purpose of calculating the bonus award, an Eligible Applicant's Prohousing Designation Score will be multiplied by 10,000. For example, an Eligible Applicant with a Prohousing Designation Score of 35 points will be eligible to receive up to a $350,000 bonus award in addition to the base award. The bonus award amount shall not exceed $500,000.

2. Eligible Applicants in partnerships with other cities or counties, as allowed by Section 201(C) of the Guidelines, may qualify for up to the sum of individual Eligible Applicant base award amounts. For example, two jurisdictions between 50,000 and 99,999 people could submit a proposal for up to $1 million in base awards.

IV. Application Requirements

A. Application Content

1. Eligible Applicants may request an allocation of funds by submitting a complete application to the Department.

2. Application must utilize the forms and manner prescribed in the Department's application.

3. The application can be found on the Department's website at https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program.

4. Eligible Applicants must submit a Government Agency Taxpayer Identification Form for an application to be considered complete.

5. The Department may request additional information and documentation as appropriate.

6. The Department may consult with and gather relevant information from any individual, entity, or public agency.

B. Application Submittal

1. An applicant must submit a completed, signed original application in electronic form.

2. The Department encourages early applications and will accept applications up to 11:59 P.M. Pacific Time on December 31, 2024.

3. All applications must be submitted by email to: ProhousingIncentive@hcd.ca.gov.

C. Application Process

1. Applications will be reviewed for completeness, eligibility, and for meeting threshold requirements.

2. Eligible Applicants will have until December 31, 2024, to obtain Prohousing Designation. After this date, HCD will rank Eligible Applicants that met threshold requirements according to their Prohousing Designation Score, as determined by HCD.

3. Ranked applications will be sorted by geographic category, as described in Section 404 of the PIP Guidelines.

4. Priority will be given to Eligible Applicants that have not received PIP funds in prior funding rounds. Eligible Applicants awarded in prior funding rounds will only be eligible to receive an award once all previously unfunded Eligible Applicants receive an award.

V. Scoring

A. Geographic Categories

1. Ranked applications will be considered for awards according to six geographic categories, as follows:

   a) Southern California: Imperial, Los Angeles, Orange, Riverside, San Bernardino, Ventura, and San Diego

   b) Bay Area: Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, Sonoma, San Francisco

   c) San Joaquin Valley: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare

   d) Sacramento Area: Amador, El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba

   e) Central Coast: Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz

   f) North State and Sierra Nevada: Alpine, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne

2. Funds are made available to each geographic category based upon the percentage of 2030 population projections, as determined by the Department of Finance (see P-2A report: https://dof.ca.gov/forecasting/demographics/projections/).

Geographic Region	2030 Population Projection	Percent of 2030 State Population	Percent of Overall Funds Available to Applicants in Region
Southern California	21,930,346	55.6%	41.7%
Bay Area	7,604,103	19.3%	14.5%
San Joaquin Valley	4,496,637	11.4%	8.6%
Sacramento Area	2,703,924	6.9%	5.1%
Central Coast	1,520,779	3.9%	2.89%
North State and Sierra Nevada	1,175,092	3%	2.2%
Totals	**39,430,871**	**100%**	**75%**

3. The total proportion of available funds in geographic categories will not exceed 75 percent of the total amount of the NOFA.

4. Awards will be funded from each geographic category's total available funding amount until the funds for that category are depleted. If Eligible Applicants' awards exceed the funding available to a geographic category, Eligible Applicants may qualify to fulfill their eligible award from the 25 percent residual set-aside in ranking order.

5. In the event of funds being depleted such that a partial award is indicated, the residual set-aside may be utilized to enhance the award at the discretion of the Department.

6. If both an Eligible Applicant's geographic category and the residual set-aside have been depleted, that Eligible Applicant may be eligible for remaining funds at the sole discretion of the Department. Remaining funds will come from unutilized money from geographic categories only after Eligible Applicants located in those geographic categories have been awarded.

7. When all funds have been depleted, the final Eligible Applicant in the ranking will only be eligible for the award amount that remains in the coffer. Eligible Applicants in this position may opt to pull their PIP application until additional funds are made available to fulfill their eligible award amount in potential future funding rounds.

8. The Department reserves discretion to alter funding amounts and the distribution methodology to advance Program goals and achieve an equitable outcome.

B. Tie Breaker

1. Eligible Applicants that submit complete applications that meet threshold requirements will be awarded in order of rank and priority, as described in Section 401(D) of the PIP Guidelines, until funding is depleted.

2. In the event of a tie (i.e., two or more Eligible Applicants have the same Prohousing Designation Score), the Eligible Applicant with the smaller population size will receive funding first.

VI. Right to Modify or Suspend and Final Decision-making

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of these Guidelines at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

VII. Disclosure of Application

Information provided in the application will become a public record available for review by the public pursuant to the California Public Records Act (CPRA) (Gov. Code, § 7920.000 et seq.). As such, any materials provided are subject to disclosure to any person making a records request under the CPRA. The Department cautions applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, Social Security numbers, personal phone numbers, and home addresses. By providing this information to the Department, the applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

VIII. Appeals

A. Basis of Appeals

1. Applicants may appeal the Department's written determination that an application is incomplete or ineligible, or appeal other administrative errors including, but not limited to, requested award amounts.

2. Applicant shall have the right to appeal a decision of the Department relating to another applicant's application (e.g., eligibility, award).

3. Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the PIP Guidelines and this NOFA. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of the Department.

4. The appeal process provided herein applies solely to decisions of the Department made pursuant to this NOFA and related to application completion, eligibility, or administrative errors.

B. Appeal Process and Deadlines

1. To file an appeal, applicants must submit to the Program Manager, or designee, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Department at ProhousingIncentive@hcd.ca.gov according to the deadline set forth below.

2. Appeals must be received by the Department no later than five business days from the date of the Department's determination.

C. Decision

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the PIP Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

IX. Award Announcements and Contracts

A. Award Announcements

It is the Department's intent to announce awards in April 2025. Award announcements will be posted on the PIP website at https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program.

B. Contracts

Grantees will enter into a Standard Agreement with the Department. The Standard Agreement specifies and memorializes all the relevant state and federal requirements, as well as specific information about the award and the work to be performed.

As a condition of award, a Standard Agreement must be executed by the grantee within 90 days of the Department's issuance of the award letter. Failure to execute the Standard Agreement(s) within 90 days may result in award cancellation. The refusal of any grantee to execute the Standard Agreement may result in award cancellation.

Once an application is awarded Department funds, the grantee is acknowledging the proposal as submitted and approved is the proposal that is to be funded. Any bifurcation or portioning of the proposal will make that award null and void.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400, Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

September 9, 2025

Daniel Adams, Director
Mayor's Office of Housing and Community Development
City and County of San Francisco
1 South Van Ness, 5th floor
San Francisco, CA 94131

RE: Prohousing Incentive Program (PIP) Award, City and County of San Francisco, Contract No. 24-PIP-18688

Dear Daniel Adams:

This award is under a media and public announcement embargo until publicly released by the California Department of Housing and Community Development (Department) or otherwise notified by Department staff.

The Department is pleased to announce that the City and County of San Francisco has been approved for funding under the Prohousing Incentive Program (PIP). The Department has determined that the application submitted in response to the Notice of Funding Availability released on August 15th, 2024, meets program requirements. This letter constitutes a conditional commitment of an award in the amount of $1,500,000.00.

The Department is determined to alleviate California's housing crisis by making additional community development resources available to local governments through the Prohousing Designation Program. PIP is designed to reward local governments that have received the Prohousing Designation with additional funding to accelerate affordable housing production and preservation.

Awardees will be able to seek reimbursement of funds when the Standard Agreement is fully executed and any general and special conditions have been cleared in writing.

The Department intends to issue a Standard Agreement expeditiously upon receipt of the documentation required to execute this contract. A program representative will contact you shortly to discuss and confirm any documents needed.

Congratulations on your successful application. For further information, please contact ProhousingIncentive@hcd.ca.gov.

Sincerely,

Megan Kirkeby
Deputy Director
Housing Policy Development

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

Daniel Lurie
Mayor

Daniel Adams
Director

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

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

DATE: **December 1, 2025**

SUBJECT: **Accept and Expend Resolution for Prohousing Incentive Program**

GRANT TITLE: **Prohousing Incentive Program**

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

_X_ Proposed resolution; original signed by Department, Mayor, Controller

X Grant information form

_X_ Grant budget

X Grant application

X Grant award letter from funding agency

X Grant agreement

_N/A_ Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

Name:	Benjamin McCloskey	
Phone:	415-701-5575	
Interoffice Mail Address:	Benjamin.McCloskey@sfgov.org	
Certified copy required	Yes ☐	No ☒

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

OFFICE OF THE MAYOR
SAN FRANCISCO

DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Accept and Expend Grant– Execute Standard Agreement - California Department of Housing and Community Development - Prohousing Incentive Program - $1,500,000
DATE: January 6, 2026

Resolution authorizing the City and County of San Francisco ("City"), acting by and through the Mayor's Office of Housing and Community Development ("MOHCD"), to 1) execute Standard Agreement with the California Department of Housing and Community Development ("HCD") for a grant awarded in the amount of $1,500,000 under HCD's Prohousing Incentive Program ("PIP"); 2) accept and expend anticipated revenue of PIP grant funds in the amount of $1,500,000, for the period starting on the execution date of the Standard Agreement through June 30, 2029; and authorizing MOHCD to enter into any additions, amendments, or other modifications to the Standard Agreement and any PIP documents that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141