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

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

MASON STREET HOUSING ASSOCIATES, L.P., a California limited partnership

For MASON STREET HOUSING 149 MASON STREET, SAN FRANCISCO, CA

THIS GRANT AGREEMENT (this "Agreement") is made this July 1, 2019, by and between Mason Street Housing Associates, L.P., a California limited partnership ("Grantee"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through the Mayor's Office of Housing and Community Development ("MOHCD").

WITNESSETH:

WHEREAS, the City previously provided Grantee funding through MOHCD's Local Operating Subsidy Program ("Program") under a nine-year agreement dated July 1, 2010; and

WHEREAS, Grantee submitted the Application Documents (as hereinafter defined) to MOHCD for a grant through MOHCD's Local Operating Subsidy Program ("Program"); and

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

| WHEREAS, the City's Board of Supervisors authorized execution of this Agreement on | , |
|--|---|
| pursuant to Resolution No | |

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

ARTICLE 1 DEFINITIONS

- 1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:
- "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

"Additional Leasing Date" shall have the meaning given to it in Section 4.1.

- "Agreement Date" means the date this Agreement is duly executed and delivered by Grantee and MOHCD.
 - "Annual Monitoring Report" shall have the meaning given to it in Section 6.1.
- "Annual Operating Budget" means the operating budget for the Project approved by City attached hereto as Exhibit B, as amended by Grantee and City from time-to-time.
- "Applicable Laws" means all applicable present or future federal, state, local and administrative laws, rules, regulations, codes, orders and requirements.
- "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee for a Program grant, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- "Approved Shortfall" means the amount that is approved by MOHCD, if any, by which the Operating Costs for any Business Year during the Term exceed the Project Income attributable to the Assisted Units for such Business Year.
 - "Assisted Units" means fifty five (55) residential units at the Project.
- "Business Year" means each period of twelve (12) months used by the Project to define the beginning and end of the year for purposes of accounting and other reporting.
 - "CFR" means the Code of Federal Regulations.
- "Certificate of Preference" means the form establishing a priority right for tenant selection, as further described in the Operational Rules.
- "Certificate of Preference Holder" means a person or household that has been issued a Certificate of Preference.
 - "Charter" shall mean the Charter of City.
 - "Charter Documents" shall have the meaning given in Section 6.2.
 - "City" means the City and County of San Francisco.
- "City Loan Documents" means the MOHCD Loan Agreement and the documents executed in connection therewith.
 - "Controller" shall mean the Controller of City.
 - "Director" means MOHCD's Director or an authorized representative of the Director.
 - "Effective Date" means the Agreement Date.
 - "Event of Default" shall have the meaning set forth in Section 11.1.
- "First Subsidy Payment" shall mean the Subsidy Payment for the initial period starting from the Effective Date.
 - "Grant Amount" shall have the meaning set forth in Section 5.1.

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

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

"HSH" means the San Francisco Department of Homelessness and Supportive Housing.

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

"Indemnified Parties" shall mean City, including MOHCD and all of City's commissions, departments, agencies and other subdivisions, and City's elected officials, directors, officers, employees, agents, and representatives, and their respective successors and assigns.

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

"Loan Committee" means the City review committee that selects Program grantees.

"LOSP Clients" means the formerly homeless individuals or households that HSH deems eligible for Program assistance pursuant to the Program criteria set forth on the attached Exhibit D (as such criteria may be amended from time to time by MOHCD) as administered by Grantee pursuant to this Agreement, the LOSP Policies and Procedures Manual and the Services Agreement.

"LOSP Policies and Procedures Manual" means the document published jointly by MOHCD and HSH describing the program's operational policies and procedures, as may be amended from time to time.

"Maintenance Duties" shall have the meaning given to it in Section 4.8(a).

"Median Income" means median income as published annually by MOHCD, derived from the Income Limits determined by HUD for the for the San Francisco area, adjusted solely for household size, but not high housing cost area.

"MOHCD" shall mean the Mayor's Office of Housing and Community Development of the City and County of San Francisco.

"MOHCD Loan Agreement" means that certain loan agreement, dated as of May 28, 2008, between MOHCD and Grantee with respect to a \$10,283,224 loan.

"Operating Costs" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement

Reserve Account (as defined in the MOHCD Loan Agreement), Operating Reserve Account, and any other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Senior Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOHCD. "Operating Costs" shall not include any loan payments to be made under the City Loan Documents, the Senior Loan Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant's lease or otherwise approved hereunder.

"Operating Reserve Account" means the interest-bearing operating reserve depository account Grantee is required to maintain pursuant to the MOHCD Loan Agreement.

"Operational Rules" means MOHCD's Operational Rules for San Francisco Housing Lotteries and Rental Lease Up Activities dated August 1, 2015, as amended from time to time.

"Operating Statement" shall have the meaning set forth in Section 6.1.

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

"Program" means the Local Operating Subsidy Program, through which MOHCD provides operating subsidies to housing projects that provide permanent supportive housing for formerly homeless individuals and households.

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

"**Project**" means the fifty six (56) unit housing project commonly known as Mason Street Supportive Housing, which is located on the Real Property.

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

"Project Operating Account" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program.

"Projected Shortfall" means the amount, if any, by which the Assisted Units Operating Costs (as defined in Section 5.6)] for any Business Year during the Term are projected to exceed the Project Income obtained from the Assisted Units for such Business Year.

"Qualified Minimal Debt Service Payment" means a minimal debt service payment that Grantee must make under the MOHCD Loan Agreement, the Senior Loan Documents or any additional affordable

housing loan for the Project, provided that Grantee first obtains MOHCD's written consent to such additional loan, including any proposed repayments to be made to such additional loan.

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

"Referral" means HSH documentation of eligibility of LOSP client being referred for permanent supportive housing at the Project.

"Senior Loan Documents" means the following documents: the loan documents executed by Grantee in connection with the loan from the State of California's Housing and Community Development Department's Multifamily Housing Program in the amount up to \$7,000,000, agreement dated November 7, 2011, and the loan document executed by Grantee in connection with the tax-exempt bond financed construction loan from Silicon Valley Bank in the amount up to \$15,575,000, agreement dated May 1, 2008.

"Services Agreement" means the Contract for Services dated November 30, 2016, and between Tenant Services Contractor and HSH for the provision of services to LOSP Clients at the Project.

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

"Subsidy Reserve Account" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program, and used only for the purposes specified in Section 4.3.

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

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

"Tenant Services Contractor" shall mean Glide Community Housing, a California non-profit public benefit corporation].

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

"Termination Notice Date" shall have the meaning given to in Section 4.1.

"Transition Plan" shall have the meaning given to in Section 2.5.

"Underlying Restricted Rent" is the maximum Gross Rent allowed under the MOHCD Loan Agreement or any other more-restrictive covenants under City-approved funding agreements.

"Vacancy Period" shall have the meaning given to in Section 4.1.

"20-Year Cash Flow" means the cash flow projection described in the attached Exhibit B.

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

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

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

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other MOHCD expenditures. Grantee acknowledges that MOHCD's obligation to make Subsidy Payments under this Agreement is expressly conditioned on the (a) appropriation of sufficient funds to HSH for Subsidy Payments and transfer of such funds from HSH to MOHCD (or as MOHCD may direct such funds to be transferred directly by HSH to Grantee), which appropriation and transfer is subject to HSH's annual operating budget, or (b) appropriation of sufficient funds for Subsidy Payments to MOHCD's annual operating budget. If the funds appropriated for Program subsidy payments in a given year will be insufficient to fund the total Program subsidy payments MOHCD intended to make in such year, MOHCD shall have the right to reduce the amount of Program subsidy payments and to select the qualifying projects subject to such reduced payments.

Notwithstanding the foregoing, however, qualifying projects that are not financed with State Department of Housing and Community Development Multifamily Housing Program Supportive Housing Component funds ("HCD Funds") will be subject to such Program subsidy payment reductions before any such reductions are made to qualifying projects financed with HCD Funds.

If MOHCD determines that Subsidy Payments for any given period must be reduced due to a shortfall in appropriated Program funds (a "Non-Appropriation Event"), MOHCD shall notify Grantee that a Non-Appropriation Event has occurred. City's obligation to make any Subsidy Payments in excess of those for which sufficient funds have been appropriated shall automatically terminate as of such Non-Appropriation Event, except as may be required pursuant to Section 2.5 below. Grantee acknowledges that HSH's and MOHCD's annual operating budgets are each subject to the discretion of City's Mayor and Board of Supervisors and a Non-Appropriation Event may occur during the Term and, accordingly, that Subsidy Payments may subsequently not be made in the amounts projected pursuant to this Agreement. Grantee's assumption of such risks is part of the consideration for this Agreement.

- **2.2** Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:
- (a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification, the current Controller certification for Grant Funds is only for the First Subsidy Payment, and Controller certification will be a condition precedent for all other Subsidy Payments to the extent that Project Transition Reserve Account funds are not available to fund such Subsidy Payments.
- (b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee

for services, materials, equipment or supplies provided by Grantee if they are beyond the scope of the services, materials, equipment and supplies agreed upon herein and were not approved by a written amendment to this Agreement lawfully executed by City.

- (c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement, which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- (d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available for such purposes in the budget of HSH or MOHCD or by supplemental appropriation.
- 2.3 Automatic Termination for Nonappropriation or Nontransfer of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of the period of the City's Business Year that a Non-Appropriation Event occurs, except as otherwise set forth in Section 2.5.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS <u>ARTICLE 2</u> AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS <u>ARTICLE 2</u> SHALL GOVERN.
- 2.5 Program Transition Reserve Account. All LOSP subsidy payments, including the Subsidy Payments, are conditioned on the appropriation of sufficient funds therefor and the transfer of such funds to MOHCD's annual budget. MOHCD intends to establish a reserve account, as MOHCD deems appropriate and in its sole discretion, to fund all or a portion of selected LOSP subsidy payments in the event sufficient funds are not so appropriated or transferred (the "Program Transition Reserve Account"). If there is a Non-Appropriation Event, City shall use Program Transition Reserve Account funds to disburse such Subsidy Payments to the extent there are sufficient Program Transition Reserve Account funds for such disbursements.

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

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

Grantee agrees that it shall not make any distributions or payments of Residual Receipts, as defined in the MOHCD Loan Agreement, until City has approved the distribution or payment of such Residual Receipts.

ARTICLE 3 TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on **December 31**, 2034, unless earlier terminated in accordance with the terms herein. This Agreement will replace and supersede the Original Agreement and the amendment to the Agreement, which shall terminate on June 29, 2020.

ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

4.1 Lease of Assisted Units.

(a) Commencing on the Initial Leasing Date, Grantee shall lease all of the Assisted Units to the LOSP Clients it selects from Referrals supplied by the City.

If an Assisted Unit lease terminates at any time, Grantee shall deliver written notice of such termination to City within five (5) business days of such termination (the "Termination Notice Date"). City shall accordingly deliver a Referral to Grantee within fifteen (15) business days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to the LOSP Client within the sixty (60) day period immediately following its receipt of such Referrals (each such additional lease up date shall be referred to as an "Additional Leasing Date"). The period of time between a Termination Notice Date and the corresponding Additional Leasing Date shall be referred to as a "Vacancy Period". After the Initial Leasing Date, an Assisted Unit may remain vacant during any Vacancy Period applicable to such Assisted Unit. If City fails to timely deliver the required Referrals at any time, until City delivers such Referrals, Grantee can submit a request to City to use a qualified candidate identified by Grantee that satisfies the requirements of Exhibit D, and such request shall not be unreasonably denied.

(b) Grantee shall give preference in occupying all Assisted Units first to Certificate of Preference Holders in accordance with the Preferences Ordinance; provided that such applicants satisfy all other applicable eligibility requirements under the City Loan Documents and the Senior Loan Documents.

(c) Intentionally Omitted

- (d) Grantee shall have sole discretion in selecting the LOSP Clients that will be Tenants, provided that Grantee's decision not to rent an Assisted Unit to an LOSP Client referred to Grantee by City shall not be unreasonably withheld or conditioned, and provided further that Grantee shall discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the leasing of the Assisted Units.
- (e) Grantee shall comply with the Tenant Selection Plan Policy set forth in the attached Exhibit H when selecting tenants for the Assisted Units.
- (f) Grantee shall comply with the Tenant Screening Criteria Policy set forth in the attached **Exhibit I** when screening tenants for the Assisted Units.
- (g) Grantee shall rent each Assisted Unit to a Tenant pursuant to a separate lease agreement that complies with this Agreement. Each Tenant lease shall provide for termination of such lease and such Tenant's consent to immediate eviction if the Tenant has made any material misrepresentation in the initial income certification made by Tenant to City or in any later income certification made by Tenant to

Grantee. The lease agreement for each Assisted Unit must also contain the applicable Lease Addendum, which can be found in the LOSP Policies and Procedures Manual.

- (h) Grantee shall obtain each Tenant's recertification of his/her household income on an annual basis. Such income certifications shall be prepared pursuant to low income housing tax credit guidelines for household income and shall be maintained on file at Grantee's principal office for no less than five (5) years following the date of such certification, and Grantee must file or cause to be filed copies thereof with MOHCD promptly upon MOHCD's request therefor.
- (i) Security deposits may be required of Tenants only in accordance with applicable federal regulations, state law and this Agreement. Any security deposits collected must be segregated from all other funds of the Project in an account held in trust for the benefit of the Tenants and other tenants of the Project and disbursed in accordance with California law. The balance in such security deposit account must at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits or interest thereon returned to Tenants or any other tenants of the Project.

4.2 Rent Restrictions.

- (a) Gross Rent charged for any Tenant shall be equal to 50% of such Tenant's household income, but in no event may rent exceed the lowest of: (i) thirty percent (30%) of the Applicable Income Limit for such Tenant's Assisted Unit; (ii) thirty percent (30%) of fifty percent (50%) of Median Income; or (iii)the maximum rent allowed under the MOHCD Loan Agreement.
- (b) With the written approval of HSH, the Gross Rent charged to a Tenant may be increased as a result of a determination by HSH that such Tenant is no longer eligible under the Program, so long as the Gross Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing, Tenants deemed no longer eligible by HSH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.
- (c) Grantee must provide MOHCD at least annually a report showing actual household income level and Gross Rent for each Tenant.
- 4.3 Operating Reserve Account; Subsidy Reserve Account. Grantee shall comply with all of its requirements for the Operating Reserve Account under the MOHCD Loan Agreement In addition, if the Subsidy Payment made to Grantee for a Business Year exceeds the Approved Shortfall for such Business Year, as determined pursuant to the reports delivered under Section 6.1, Grantee shall deposit such excess amount in the Subsidy Reserve Account. Grantee shall not use Subsidy Reserve Account funds, or any interest earned thereon, for any purpose other than as provided in this Agreement The only funds that shall be held in the Subsidy Reserve Account shall be the moneys deposited therein pursuant to this Section and the interest earned thereon.

If the Approved Shortfall for a Business Year exceeds the Subsidy Payment made to Grantee for such Business Year, Grantee shall first use Subsidy Reserve Account funds, to the extent available, to pay the Operating Costs that comprise such excess shortfall. If the Subsidy Reserve Account plus Subsidy Payment funds are insufficient to pay all of the Assisted Units Operating Costs in any given Business Year, Grantee shall use Operating Reserve Account funds, if any, to pay the remaining Operating Costs subject to any approval Grantee must obtain from any lender under the Senior Loan Documents or Grantee's tax credit limited partner to so use the Operating Reserve Account funds.

4.4 [Intentionally Omitted]

4.5 Annual Operating Budget. The Annual Operating Budget attached hereto as Exhibit B sets forth Grantee's anticipated Operating Costs, Project Income and Projected Shortfall for the Term of the

Agreement. Grantee shall pay Operating Costs in conformity with the approved Annual Operating Budget. MOHCD's prior written consent shall not be required before Grantee can spend funds on Operating Costs that differ in amount from the amounts in the Annual Operating Budget.

Grantee can submit requests to change the amount of the Annual Operating Budget and corresponding Subsidy Payment for any year during the term by supplying a written proposal to MOHCD. MOHCD will provide project-specific guidance about other materials required to required to analyze the requested change including but not limited to a variance analysis that includes a quantitative assessment of the difference between projected annual income and expenses and actual annual income and expenses, and explanations for the cause of any significant variances.

Any travel expenses incurred by Grantee must be reasonable and must comply with the following:

- (i) Lodging, meals and incidental expenses shall not exceed the then-current per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: https://www.gsa.gov/portal/category/104711.
- (ii) Air transportation expenses must use fares for coach-class accommodations, provided that purchases for air travel must occur no less than one week before the travel day.
- (iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports must not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses must not exceed then-current San Francisco taxi rates found at: https://www.sfmta.com/getting-around/taxi/taxi-rates. Ground transportation shall not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower's employees.
- (iv) Miscellaneous travel expenses must not exceed Fifty Dollars (\$50.00) without prior written approval of the City.
- (v) Any Disbursement Request for travel expenses must include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

For the purpose of this Section, the terms "lodging," "meals" and "incidental expenses" shall have the same meanings defined in 41 CFR Part 300-3; the term "coach-class" shall have the same meaning defined in 41 CFR Part 301-10.121(a); and the term "miscellaneous" means copying services, printing services, communication services, or other services reasonably related to travel for the Project and approved by the City.

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

4.7 [Intentionally Omitted]

4.8 Maintenance and Management of Project.

- (a) Grantee shall be responsible for ensuring all Project maintenance, repair and management functions, including the collection of rents, routine and extraordinary repairs and replacement of capital items, and for keeping the Project in a safe and sanitary manner and in good operating condition in accordance with all Applicable Laws, the City Loan Documents and the Senior Loan Documents (collectively, the "Maintenance Duties").
- (b) Grantee may contract with a management agent for the performance of the Maintenance Duties subject to MOHCD's prior written approval of both the management agent and the management contract, provided, however, that the arrangement will not relieve Grantee of responsibility for performance of those duties. A management contract must contain a provision allowing Grantee to terminate the contract without penalty upon no more than thirty (30) days' notice.
- (c) MOHCD will provide written notice to Grantee if MOHCD determines that the Maintenance Duties are not being performed in accordance with this Agreement. If Grantee is then in contract with a management agent pursuant to subsection (b) above, and such management agent fails to fully cure such failure within thirty (30) days of the date that MOHCD delivers such written notice, Grantee shall exercise such thirty (30) day termination right, terminate the management contract and make immediate arrangements for cure of such failure and for the continuous and continuing performance of the Maintenance Duties. If, at the time of such notice, Grantee is not in contract with a management agent pursuant to subsection (b) above, in addition to MOHCD's rights hereunder, MOHCD shall have the right to require that Grantee, at Grantee's sole cost, contract with a management agent to perform the Maintenance Duties, or to make other arrangements the City deems necessary to ensure full and timely performance of the Maintenance Duties.
 - (d) Grantee shall operate the Project in compliance with all Applicable Laws.

4.9 Services Agreement; Provision of Services.

- (a) Grantee hereby agrees to allow the Tenant Services Contractor (and any subsequent service provider) access to the Project at all reasonable times for the provision of services to the Project's LOSP Clients.
- (b) Grantee shall promptly provide written notice to MOHCD if Grantee obtains knowledge of any default, or event that with notice or the passage of time or both could constitute a default, under the Services Agreement.
- (c) In the event that the Services Agreement is terminated for any reason, or that MOHCD and/or HSH determines that the Tenant Services Contractor needs to be replaced, Grantee shall cooperate in good faith with MOHCD and HSH in obtaining a new service provider for the LOSP Clients in the Project. In such an event, the selection of a new service provider for the Project shall not require Grantee's prior consent. Grantee hereby agrees and acknowledges that nothing in this Agreement gives Grantee any right to consent to the MOHCD and/or HSH determination to terminate the Services Agreement or to replace the Tenant Services Contractor.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed Eighteen Million One Hundred Thirty-Five Thousand One Hundred Sixty-Four Dollars (\$18,135,164) (the "Grant Amount"). Subject to Grantee's performance of its obligations under this Agreement and MOHCD's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

Provided that Grantee is in compliance with all of the conditions for receipt of the First Subsidy Payment, City shall deliver the First Subsidy Payment to Grantee within sixty (60) business days immediately following the Agreement Date. For every subsequent year during the Term, provided that Grantee is in compliance with all of the conditions for receipt of a Subsidy Payment, City shall deliver the Subsidy Payment for such year to Grantee within sixty (60) business days immediately following the date when the funds have been made available for MOHCD for disbursement.

5.2 Subsidy Payment Amounts and Adjustments.

- (a) The 20-Year Cash Flow is the Parties' current expectations of Operating Costs and Projected Shortfalls during the Term. The Parties anticipate that the amount of the First Subsidy Payment and each subsequent Subsidy Payment shall be as shown on **Exhibit A**. The First Subsidy Payment amount reflects the Projected Shortfall for the period starting on the Effective Date. Notwithstanding the foregoing initial calculations of the 15-Year Cash Flow and the Subsidy Payment amounts, however, each Subsidy Payment (including the First Subsidy Payment) is subject to further adjustment pursuant to this Section and City's annual review and approval of the applicable Annual Operating Budget. The City shall reduce the subsequent Subsidy Payments by the amount of any funds held in the Subsidy Reserve Account.
- (b) The total amount of all Subsidy Payments made hereunder shall not exceed the Grant Amount. If the total amount of all Subsidy Payments made hereunder equals the Grant Amount at any time prior to the expiration of the Term, no further Subsidy Payments shall be made hereunder. If any Subsidy Payment would, if made, cause the total amount of all Subsidy Payments made hereunder to exceed the Grant Amount, such Subsidy Payment shall be accordingly reduced so the total amount of Subsidy Payments made hereunder equals the Grant Amount.
- **5.3** Use of Grant Funds. Grantee shall use the Grant Funds only for Operating Costs and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Annual Operating Budget.
- 5.4 Conditions Precedent to Payment of First Subsidy Payment. Grantee shall fully satisfy each of the following conditions prior to delivery of the First Subsidy Payment.
- (a) Grantee must have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) this Agreement (in triplicate); (ii) the Opinion; and (iii) the Authorizing Resolutions.
 - (b) Grantee must have delivered its Charter Documents to the City.
- (c) Grantee shall be in compliance with all of its obligations under City Loan Documents and the Senior Loan Documents.
- (d) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of the First Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and HSH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (e) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of the Initial Subsidy Payment is to be disbursed hereunder.

- 5.5 Conditions Precedent to Payment of Subsequent Subsidy Payments. Grantee shall fully satisfy each of the following conditions prior to delivery of any Subsequent Subsidy Payment:
- (a) Grantee shall be in compliance with all of its obligations under the City Loan Documents and the Senior Loan Documents.
- (b) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of any Subsequent Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DPH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (c) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of such Subsidy Payment is to be disbursed hereunder.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports; Operating Statements. Grantee must file electronically with the City no later than one hundred fifty (150) days after the end of Grantee's calendar year annual report forms (the "Annual Monitoring Report") that include audited financial statements including any management letters; an income and expense statement for the Project covering the applicable reporting period "Operating Statement"; a statement of balances, deposits and withdrawals from all Accounts; and evidence of required insurance. The Annual Monitoring Report must be in substantially the form attached as Exhibit G or as later modified by MOHCD during the Term.

Such Annual Monitoring Report shall include a list of the Assisted Units Operating Costs paid by Grantee during such applicable prior Business Year and Grantee's certifications that (a) the total Grant Funds received by Grantee as of the end date of the applicable Business Year have been used only to pay Assisted Units Operating Costs, (b) all of Grantee's representations and warranties in this Agreement remain true and correct in all material respects as if made on the end date of such the applicable Business Year, (c) there is no Event of Default by Grantee as of the end date of the applicable Business Year, and (d) the party signing the Annual Monitoring Report is an officer of Grantee authorized to do so on Grantee's behalf.

- 6.2 Organizational Documents. Prior to the Effective Date, Grantee shall provide to City the following documents (collectively, the "Charter Documents"): a certified certificate of status and (a) if Grantee is a corporation, its bylaws, and a certified copy of its articles of incorporation; (b) if Grantee is limited partnership, its partnership agreement, a certified copy of its certificate of partnership, and the organizational documents of its general partner; and (c) if Grantee is a limited liability company, its operating agreement, a certified copy of its certificate of limited liability company, and the organizational documents of its manager. All certified documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form, as amended if applicable.
- **6.3** Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and

- (b) any change of circumstances that would cause any of the representations and warranties contained in <u>Article 8</u> to be false or misleading at any time during the term of this Agreement.
- **6.4** Financial Statements. As noted in Section 6.1, Grantee shall also deliver to City, no later than one hundred fifty (150) days following the end of any Business Year, an audited balance sheet and the related statement of income and cash flows for such Business Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, including any management letters supplied by the auditors.
- 6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of Operating Expenses and Project Income and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Operating Costs incurred-and paid and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later. Grantee agrees to maintain and make available to MOHCD, during regular business hours, accurate books and accounting records relating to the Project and the Tenants. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon MOHCD by this Section. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.
- 6.6 Inspection and Audit. Grantee shall make available to MOHCD, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit MOHCD, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of MOHCD pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- Submitting False Claims; Monetary Penalties. Grantee acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.
- 6.8 **Project Monitoring Generally.** Grantee understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Grantee acknowledges that the City may also conduct periodic on-site inspections of the Project. Grantee must cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.

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

ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- 7.3 Earned Income Credit (EIC) Forms. Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.
- (a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Grantee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- (b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
- (c) Any Subcontract entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this Section.

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

- 8.1 Organization; Authorization. Grantee shall be a limited liability company or a limited partnership, and Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner, or the general partner's members (if general partner is a limited liability company), are nonprofit corporations, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed, and which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- **8.2** Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.
- **8.3** No Misstatements. No document furnished or to be furnished by Grantee to MOHCD in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- **8.4** Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOHCD if it becomes aware of any such fact during the term of this Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by:
(a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement.

Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in

whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

- 9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.
- 9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

- 10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars (\$1,000,000) each claim.
- 10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to liability arising out of the use, by Grantee's employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- 10.3 Additional Requirements for All Policies. Contractor shall provide thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- 10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- **10.7** Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

- (a) False Statement. Any statement, representation or warranty contained in this Agreement, in the Application Documents, or in any other document submitted to City under this Agreement is found by City to be false or misleading when made.
- (b) Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations. Grantee uses Grant Funds for any purpose other than for the payment of Assisted Units Operating Costs (or reimbursement for its advance payment thereof), fails to use the Subsidy Payments it receives to pay Assisted Units Operating Costs (or reimbursement for its advance payment thereof), or otherwise fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due, or if such breach can not be cured in ten (10) days, then City shall not exercise its remedies hereunder as long as Grantee continues to diligently pursue a cure of the breach; provided, however, that: (i) in the case of an improper use of Grant Funds, in no event shall such cure period extend beyond thirty (30) days after the date on which such performance or observance is due, and (ii) in the case of other defaults under this Section 11.1(b), in no event shall such cure period extend beyond ninety (90) days after the date on which such performance or observance is due.
- (c) Default under City Loan Documents, Senior Loan Documents or Services Agreement. Grantee defaults under any City Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement), or Tenant Services Contractor defaults under the Services Agreement (after expiration of any grace period expressly stated therein); provided however that a default by Tenant Services Contractor under the Services Agreement shall only be a default under this Agreement so long as Glide Economic Development Corporation (or an affiliate thereof) is the Tenant Services Contractor.
- (d) Voluntary Insolvency. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (e) Involuntary Insolvency. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within 60 days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.
- (f) New Encumbrances. Any lien is recorded against all or any part of the Real Property or the Project without MOHCD's prior written consent, and the lien is not removed from title or otherwise remedied to MOHCD's satisfaction within thirty (30) days after Grantee's receipt of written notice from MOHCD to cure the default, or, if the default cannot be cured within a thirty (30) day period, Grantee will have sixty (60) days to cure the default, or any longer period of time deemed necessary by MOHCD, provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.
- (g) **Damage or Destruction**. All or a substantial or material portion of the Project is damaged or destroyed by fire or other casualty or is condemned, seized or appropriated by any non-City governmental agency or subject to any action or other proceeding instituted by any non-City governmental agency for any purpose with the result that the Project cannot be operated for its intended purpose.

- (h) **Dissolution**. Grantee or Grantee's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days, or all or substantially all of Grantee's assets are sold or otherwise transferred except as permitted.
- Assignment. Without MOHCD's prior written consent, Grantee assigns or attempts to assign any rights or interest under this Agreement or encumber its interests hereunder, whether voluntarily or involuntarily, or voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Grantee or of its right, title or interest in the Project or the Real Property, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion (c) transfers from Borrower to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Borrower or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partner's or manager's interest in Borrower to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Borrower to an investor pursuant to the tax credit syndication of the Project or any subsequent transfer of a limited partnership interest in Borrower by an investor limited partner in Borrower, or any direct or indirect transfer of a limited partnership interest or membership interest in any investor limited partner in Borrower; (f) any transfer permitted under the City Documents; or (g) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.
- (j) Account Transfers. Without MOHCD's prior written consent, to the extent such consent is required pursuant to this Agreement, Grantee transfers, or authorizes the transfer of, funds in any account required or authorized under this Agreement.
- (k) Changed Financing Condition. Any material adverse change occurs in the financial condition or operations of Grantee, such as a loss of services funding or rental subsidies (excluding the reduction of any Subsidy Payment hereunder) that has a material adverse impact on the Project.

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

- 11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:
- (a) Termination. City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished. In the event of such termination, the City will allow Grantee to use previously disbursed Subsidy Payment funds to pay for only Operating Costs incurred prior to the termination date. The remaining balance of any Subsidy Payment not used to pay for previously incurred Operating Costs must be returned to the City..
- (b) Withholding of Grant Funds. City may withhold all or any portion of Grant Funds not yet disbursed hereunder. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

- (c) Offset. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the MOHCD Loan Agreement or any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) Return of Grant Funds. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.
- 11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement, any other City Document and/or Applicable Laws. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. The Grantee acknowledges and agrees that the financial projections and audited financial statements required under this Agreement shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

- **13.2** Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting. Grantee shall not subcontract or assign any portion of this Agreement to any other party without the prior written consent of City; notwithstanding the foregoing, Grantee may subcontract for property management and maintenance without the consent of the City.
- 13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction. Any terms in this Agreement referring to direction or instruction from MOHCD or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, (c) sent by

facsimile (if a facsimile number is provided below), provided that a copy of such notice shall be deposited in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

| If to MOHCD or City: | Mayor's Office of Housing and Comm One South Van Ness, 5th Floor San Francisco, CA 94103 Attn: Asset Manager Telephone No.: 415-701-5500 Facsimile No.: 415-701-5501 | nunity Development |
|----------------------|---|--------------------|
| If to Grantee: | | |
| | 333 Taylor Street, San Francisco, CA Attention: President & CEO | 94102 |
| With a copy to: | | |
| | Attention: General Counsel | |

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.

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

ARTICLE 16 COMPLIANCE

- 16.1 Reserved.
- 16.2 Nondiscrimination; Penalties.
- (a) Grantee Shall Not Discriminate. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) Subcontracts. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

- (c) Non-Discrimination in Benefits. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) Condition to Contract. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.
- (e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.
- 16.3 MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this Section.
- **16.4** Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- 16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.
- 16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- 16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person

protected under the ADA in connection with its activities hereunder and shall comply at all times with the provisions of the ADA.

16.8 Requiring Minimum Compensation for Employees.

- a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the thencurrent requirements. Any subcontract entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.
- c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.
- e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee
- f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law,

including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

- h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause Grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.
- 16.9 Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

16.10 First Source Hiring Program.

- a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
- b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the First Source Hiring Administrator ("FSHA"), the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:
- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal,

or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
 - (6) Set the term of the requirements.
 - (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

- c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

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

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

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

- f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.
- 16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this Section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this Section. In the event Grantee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.
- 16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.
- **16.13 Supervision of Minors.** Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care.

If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that

person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3).

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

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

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

- 16.14 Protection of Private Information. Grantee agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Grantee agrees to all of the following:
- (a) Neither Grantee nor any of its subgrantees shall disclose Private Information obtained from the City in the performance of this Agreement to any other subgrantee, person, or other entity, unless one of the following is true:
 - (1) The disclosure is authorized by this Agreement;
- (2) The Grantee received advance written approval from the Contracting Department to disclose the information; or
 - (3) The disclosure is expressly required by a judicial order.
- (b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) "Private Information" shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Grantee to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Grantee, or bring a false claim action against Grantee.
- 16.15 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its

meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

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

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

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Slavery Era Disclosure.

- (a) Grantee acknowledges that this Agreement shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."
- (b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or \$1,000, whichever is greatest as determined by the Director. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.
 - (c) Grantee shall maintain records necessary for monitoring their compliance with this provision.
- 16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver. No waiver by MOHCD or City of any default or breach of this Agreement shall be implied from any failure by MOHCD or City to take action on account of such default if such default persists or is repeated. No express waiver by MOHCD or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or MOHCD of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by MOHCD or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- 17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of MOHCD who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Exhibit A, Projected Project Subsidy Payments
Exhibit B, Annual Operating Budget for Initial Operating Period and 20-Year Cash Flow

Exhibit C, Real Property Legal Description

Exhibit D, LOSP Client Selection Criteria

Exhibit E, Intentionally Omitted

Exhibit F, Lobbying/Debarment Certification Form

Exhibit G, Annual Monitoring Report

Exhibit H, Tenant Selection Plan Policy - LOSP

Exhibit I, Tenant Screening Criteria Policy - LOSP

- 17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- 17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

| Section 6.4 | Financial Statements. |
|-----------------|---|
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims; Monetary Penalties |
| Section 6.8 | Ownership of Results. |
| Article 7 | Taxes |
| Article 9 | Indemnification and General Liability |
| Section 10.4 | Required Post-Expiration Coverage. |
| Article 12 | Disclosure of Information and Documents |
| Section 13.4 | Grantee Retains Responsibility. |
| Section 14.3 | Consequences of Recharacterization. |
| This Article 17 | Miscellaneous |

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

| CITY: | GRANTEE: |
|---|--|
| CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation By: London Breed | By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. |
| By: Kate Hartley Director, Mayor's Office of Housing and Community Development | I have read and understood Section 16.2, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. |
| APPROVED AS TO FORM: | MASON STREET HOUSING ASSOCIATES, L.P.,a California limited partnership |
| DENNIS J. HERRERA City Attorney | By: MASON STREET HOUSING, LLC, a California limited liability company, its General Partner |
| By: Deputy City Attorney | By: GLIDE ECONOMIC DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation, its Sole Member/Manager Name: Its: |
| | Federal Tax ID #: |
| | City Vendor Number: |

| LOSP | FUNDING SCHEDULE | |
|---------------------|------------------|--|
| Project Address: | 149 Mason Street | |
| Project Start Date: | 7/1/2019 | |

Exhibit A

| CXIIID | LA | | | | 7 | |
|--------|----------|--------------------------------|----------|--------------------------------------|-----------------------------|--------------------------------------|
| Calend | dar Year | Full Year Funding Amount | # Months | Total Disbursement for Calendar Year | Estimated Disbursement Date | FY Budgeted (for Disbursement) |
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| CY-2 | 2020 | \$891,806 \$928,336 | 12 12 | \$891.806 \$928,336 | 1/1/2020 | FY2019/20 FY2020/21 |
| CY-4 | 2021 | \$966,215 | 12 | \$966,215 | 1/1/2022 | FY2021/22 |
| CY-5 | 2023 | \$985,489 | 12 | \$985,489 | 1/1/2023 | FY2022/23 |
| CY-6 | 2024 | \$1,026,209 | 12 | \$1,026,209 | 1/1/2024 | FY2023/24 |
| CY-7 | 2025 | \$1,088,426 | 12 | \$1,088,426 | 1/1/2025 | FY2024/25 |
| CY-8 | 2026 | \$1,132,193 | 12 | \$1,132,193 | 1/1/2026 | FY2025/26 |
| CY-9 | 2027 | \$1,177,565 | 12 | \$1,177,565 | 1/1/2027 | FY2026/27 |
| CY-10 | 2028 | \$1,204,599 | 12 | \$1,204,599 | 1/1/2028 | FY2027/28 |
| CY-11 | 2029 | \$1,253,353 | 12 | \$1,253,353 | 1/1/2029 | FY2028/29 |
| CY-12 | 2030 | \$1,303,889 | 12 | \$1,303,889 | 1/1/2030 | FY2029/30 |
| CY-13 | 2031 | \$1,356,269 | 12 | \$1,356,269 | 1/1/2031 | FY2030/31 |
| CY-14 | 2032 | \$1,410,559 | 12 | \$1,410,559 | 1/1/2032 | FY2031/32 |
| CY-15 | 2033 | \$1,466.826 | 12 | \$1,466,826 | 1/1/2033 | FY2032/33 |
| CY-16 | 2034 | \$1,525,141 | 12 | \$1,525,141 | 1/1/2034 | FY2033/34 |
| | | | Total | | All the t | |

Contract Amount:

\$18,135,164

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| Real English Tayons Dayons Layers | 37% | 1339 | 201 | 5 001 16 100 | | 10 100 | 20 048 | - : | 10 940 | 8 d (4 d7 5d) | | 41 345 |
| Andreadantes Figure 1, correspond Fermina Sub-detail Tisses and Literate | 1 15% | 1 129 | | 1.003 | - | 40.040 | 47.564 | - | 47.864 | 40,648 | - | 40 940 |
| Projectly and Lubery Meurore Fishery Rond Pourons | 35% | 300 | | \$4.619 | | 50 019 | 80-670 | - | 90.670 | 82 769 | | 47 791 |
| Ругунария Синтральнаями | 35% | 35% | | 17022 | - | 17 632 | 90 17 928 | - | 17.078 | 10 305 | - | 16 749 |
| Creator & 6 CPT on Lucially insurance Sub-total inquirence | 399 | 770 | | #1.092 #1.000 | - | 8 197 91 836 | \$ 800 d | 10.1 | 8 500 84 884 | 8 120 E | - | 67 640 |
| Peyros | 35% | 1779 | | 96 450 | | 89.654 | 99 633 | - 1 | 60 639 | 103 329 | | 193 120 |
| Supplies Convecto | 15% | 300 | | 2°20° | - :- | 71 78? 17 971 | 22012 13:161 | - 1 | 22 092 75 N03 | 22 H34 77 703 | - | 27 404 17 FB9 |
| Garriege and Fresh Remove Records Physiol Contine | 35% | 35% | | 37 19) 0 431 | | 12 153 6 431 | 87.778 | - | 35.276 6.050 | 30 447 6 896 | | 8 649 |
| HVAC Repairs and Warrenance vehicle and Warrenance & quarriers Operation and Expairs | 35% | 35% | | 27.194 | - | 27 194 | 29:10 | - | 28 114 | | | 79 064 |
| linecellaneous Operating and transporance & spanning Sub-dated Mountainance & Ropatr Expense | 3.6% | 35% | | 27 E 200 | - | 22 174 279 396 | 25 840 | - | 22 950 200 800 | 27 F5e 288, 1988 | | 21 754 290,100 |
| Supportors Sorricas | 35% | 25% | | | _ : | | | | | - | - | _ |
| TOTAL OPERATING EXPENSES | 7 | | | 6.983.772 | | 1 191 372 | E 1124.700 | | 1,234 700 | 1,907,000 | | 1,347,600 |
| PUPA jule ReservoirCL Base Rent/Bond Feet Reterror Covered Looks Base Rent/Bond Feet | à : | | | | | | of order than do | | | 100000000000000000000000000000000000000 | | 22000000 |
| Ground Lakes Bees Hers Berns Montering Fee | 7 | | | 140 1 | | - 2 | 1 | | 1 | - 1 | - | - 7 |
| Brown Street & Council | 1 | | Must god 3% Proteom primer segment by New Virt core based on Phys | # 879 | | 47 000 | 49 147 | | 20 143 | 97 024 | | 90 824 |
| Counting Reserve Copper | 1 | | | 20,000 | | 20 mg | | | - | | | - 1 |
| Cyclining Property Copper Che - Copperty Copperty Che - Copperty Copperty Che - Copperty Passing Coppert Cheparity Copperty Commercial | 7 | | | - | | - | - 1 | - | | | | |
| Sub-rotal Reserves/Symmet Loose Boso Burethand Fro | | | | 47.907 | 7 | 67,007 | 40, 344 | | 00.344 | W. 050 | | 94. E29 |
| TOTAL OPERATING EXPENSES for Recorroads. Base Rant Services Fund for Recorroads. Base Rant/Sond Feet | | | | 7,241,300 | | 1,251,200 | 1.274.130 | | 7,270.130 | 7.518.6R3 | * | 1.316.403 |
| HET DPERATING BICCHIE (BICCHIE HANDS OF EXPENSES) DIES T BEST SCENALET PAY PAYMENTS (TRANSPORTANTISES) | | | | 827 | | 919.13 | 100 | | 27.570 | Mrs | 1+ | 37.676 |
| Fined Core of the Community of the Community Community of the Community of |] | | E rise approversion of grings risename air Erice personality of affines risename air | 2750 | | 27 170 | 27 970 | | 27 576 | 27 370 | - | 27 570 |
| He'd here - he'd Larger Dhee HCD hoggan or sheet and arrange here Days - daysh (Angel | 1 | | Study managed at Sauth washing on | 7.23 | | - 11-4 | 27.200 | | 20 000 | 27.570 | | 27.4-0 |
| Commercial term Door Service POTAL MARC DOOR SERVICE | 1 | | 7/2 | £1,670 | | 27 879 | 27 579 | | 27 570 | 27, 570 | - | 27 870 |
| CA SH FLOW (NOT makes DEST SERVICE) | | | | 226,7339 | | 2) 20 | (37 401) | | 4 | (36,600) | | (0) |
| Communicationly Cook Plans About Notice Designment of Winds ROW COPARAS COLORS (Foliation Co.) | Second . | | | 20 733 | _ | 39 733 | 27.689 | | 27 401 | 1a 0ee | _ | 38 606 |
| AYALABLE CASH FLOW | , , | | 10000 | (A) | - | - 1 | | - | | 100 | _ | (4) |
| USES OF CASH FLOW SELOW (This low sho shows DSCR) USES THAT PRECEDE MONCO DEBT SERVICE IN WATERPALL | | | виси | different verboor o | | endrical tem w | | about many or | object corts | | 1 | and the same |
| Secon the elsy appet big les syncerithes in new presents are passy therearests blacegoment if so take passy for intellig | 35% | 33% | per MOHCD pears | - | - | | | - | | | - 1 | |
| Trivestor Service Fee take "LP Asset Mgt Fee") take policy for styles. Clave Payments | | | per MORCO passy no ennuel minimus | - | - 1 | | - | | | | - | |
| Non-amortgang Loan Prinst vi_entler.1 Faon-amortgang Loan Prinst - Lander 2 | 1 | | Color contracto — convention to | - | - : | | - 1 | | | | - | |
| Consider December 1990 (Entering 1991 State Feet from 1991 1911) TOTAL PAYMENTS PRECEDING MONGO | 3 | | | | | | | | | - 25 | - | |
| RESERVAL RECEPTS (CASH PLOW HONDS PATHENTS PRECED | | | | - R | _ | 7 | | $\overline{}$ | - | - 10 | _ | [9] |
| Dose Project have a MOHCD Resistant Recept Congenon? Will Project Date: Developer Fire? | | Yee | | 1 | | | | | | | | |
| Previous Precurpts upto for all years - Lander/Owner | | 67% 33% | | | | | | | | | | |
| | | Det Soft | 1 | • | | | | | | | | |
| MOHCD RESIDUAL RECEIPTS DEST SERVICE | 7 | Debt Loans | | 1 | 1 | | | 1 | - | | | |
| MOHCO Residual Receipts Amount Due | | 100 00% | Appeals on pur pro test phase or all self make none, and MOHCO resolute recepts policy | | | | | Į | | | - 1 | |
| Proposed MOrCD Residue Recepts Amount to Losh Resigned Proposed Michigan Recepts Amount to Residue Ground | 1 | | Proposed Food MCHC2-MH Decision Labor | | 1 | - | | 1 | 0 | | 1 | |
| Lines | 1 | | - Anna Carlotte | Į. | I | | | l | | | Į. | |
| NON-MONCO RESIDUAL RECEPTS DELY SERVICE LONDO S ROLLUS POLOCY DOLL LONDO S ROLLUS POLOCY QUE | F | 0.00% 0.00% | Per rit. () Equating | 1 | | | | I | _ | | F | |
| Lenger Hamelum Pacagota Due Total Non-MOHGD Resistant Recentra Dear Bereix | 1 | 0.00% | | j | - 1 | | | t | | | ŧ | |
| Total Non-MONGD Problems Recogns Door Bereix ROMANOER (Should be zero while's Shore are drawbahan) | | | | | | | | | | | | |
| Survey Debrits https://scgnthys.htma/grencys.htma/grencys.6.aa | 1 | | | i | 1 | <u> </u> | | r | - 4 | | r | - |
| Proteil Biddance (should be deep agree) | 1 | | | 1 | | | | t | - | | ŧ | |
| | 24 | | | | | | | | | | | |
| REPLACEMENT RESERVE - RUMANG GALANCE Hopsophish Regions Stating Shares | 1 | | the at 10 (70 0). | | | 156 895 | | F | 137.416 | | F | 46.331 |
| Replacement Reserve Displace Replacement Reserve Withdrawals (closely lead to Crish) | 1 | | Many broad on Phys. orderpotest dated Saudid sty. Phys. ortestolo L 6 mars 2 sty | | 1 | 47 IRG 75 403 | | | 46 3A3 138 997 | | | 12,836 |
| Reprocuent Reserve Interpt ARR Reserve Belonce | | | Amorpines Fill oriente ress | J | 1 | 127 419 | | Ì | 2 634 40 331 | | t | 1 000 89.421 |
| OPERATING RESERVE - RUMINGS BALANCE | | | ARI Datemplint | | | 62 275 | | | 8792 | | | \$1.460 |
| Objecting Bosonie Stiming Basenie Objecting Bosonie Carposite | 3 | | As at VICTO'S | | 1 | 20 t 005 | | f | 107 939 | | F | 307 932 |
| Operating Reserve Windrawale | τ. | | | | 1 | | | | | | - | |
| Operating Plasance Province | 1 | | | | | | | | | | | - |
| Operating Passance Principal GR Rhamming Betances | 1 | OR Reduce | a a % of Prog. to the disease where have | 1 | , | 307 002 34 0% | | | 247.332 34 PG | | | 207 FEE |
| OF Remains States Of Remains States Of Remains States Of Remains States | 1 | OR Butters o | e a N. of Prior for the disease in Sentential | 1 | , | 367 662 34 6% | | r | 267.392 24 PG | | , | 27.7% |
| CONTROL PRINCES RESERVE 1 - RUNNING BALLANCE CTHER REQUIRED RESERVE 1 - RUNNING BALLANCE CONTROL PRINCES | | QR Balance o | e a No of Prints for this disease in Colory Selection | | | | | { | | | F | |
| Commany disposes belowed OR Remning Belonce OTHER RECURSED RESERVE 1 - RUNNING BALANCE OTHER RECURSED TECHNIQUES OTHER RECURSED TO Despote Other Research To Despote | | OR Business o | e a N. at Price to the Business of State Samons | | | | | { | | | [| |
| Operating disselved tributed OR Running Belence OTHER REGISTER RESERVE 1 - BUHNNES BALANCE Operatingment 1 Deposits Operatinsment 1 Deposits Operatinsment 1 Deposits Operatinsment 1 Symptom and | | QR Balanco s | e a N of Prop To the Busin in their Sentence | | | | | ĺ | | | [| |

MONTH Buttons 10 Year Core El

| Total 8 Units. | LINES SA MSD-OCH | Man LOBP Units # .200% | | | Year 1 2018 | | | Year 2 2020 | | | Year 3 3021 | |
|--|------------------------|---------------------------------|--|------|----------------|-------|------|----------------|-------|------|----------------|-------|
| BICOME | LOSP | % panyal Increase | Commonts (related to prevail me government) | LOSP | non-LOSP | Total | LOSP | LOSP | Total | LOSF | LOSP | Total |
| Other Reserve 2 Sterling Beance | | | | 277 | | | | | | | | - |
| Other Wassing 7 Deposts | | | | | | - | 3 | | | | | |
| Other Wesserve 2 Vy/hotravram. | | | | | 1 | | 1 | | | - | | |
| Other Raserve 7, Interest | | | | | 1 | | 3 | | | J., | | |
| Other Required Receive 2 Running Salance | | | | | | | | | | | | |

241

| 149 Mason Street | LOSP | Tean LORP | | | | | | | | | | |
|--|-------------------|----------------------|--|--------------------|----------|---------------------|--------------------|----------|----------------------------|-------------------|----------|-----------------------------|
| Total # (into: | Units | Liveling P | | | Year 7 | | | Year 8 | | | Year 9 | |
| | MIC OCH | 0.00% | Comments | _ | 3034 | | | 2024 | | | 2027 | |
| PALONE Target Bank | LOSP | Increese 25% | (unplaced an account and warmen barrows) | 1039 | man-LOSP | Yotal 309 215 | LO3# 300 271 | nen-L02P | Yotal sca 277 | LOSP 117 170 | non-LOSP | Total 111120 |
| Country Town Country Committee Control | n/q n/a | m/s | | 1 000 400 | - | 1006 426 | - F172103 | | * 152185 | | - | 1 177 605 |
| Company that y | 73% | 25% | | | - | 76 Feat | | | 79.508 | | | 30,241 |
| Vincentia Paring Vincentia Paring Vincentia Paring Vincentia Paring Vincentia Vincentia Paring Vincentia V | 22% | 75% | | | | - | | | | | | |
| | 25% 25% 25% | 25% | | \$48 1180 | - | 1 100 | 397 5 100 | | 357 1100 | 5ma 1 2141 | - | \$10) 1 210 (|
| Interest Ingenera - The paper (See Section 6), Spanning and Charlesgue Charlesgue Francisco Charlesgue Francisco Charlesgue Francisco Charlesgue Francisco Charlesgue Francisco Charlesgue Charlesgue Charlesgue Charlesgue | 75% | 25% | | 2047 | - | 270 2 cm / | 2 7d 7 1-41 | | 2140 | 7 191 | | 344 2 (p) |
| War Commercial terrina | 29 | 25% | and the Rosers Sector Seits in | | - | | | | | | | |
| Will down the Carry of the Art of Secretary Secretary Secretary | 08 | Mt | injuri dinik | 1 300 400 | - | 5-627 (866 | F A44 28 F | - 2 | 1 474 000 | 7 807 040 | - | 1 804-201 |
| Charles on Benchman Forest Australia Payments Visiting Con Resource Forest Assessment Payments | n/a n/a | 1/8 | Cited families requesty per recovery factor policy devoted incrementing volume may | (2) (1) | | (19,717) | (17.00.0 | | (17) 804 | (13819 | | (15 B10- |
| BPFECTUS OROSS INCOME | - KG | IVA IVA | surre-ne | 1,302,187 | #20mm | 14(4.965 | 7.430,920 | | 1 480 437 | 1.070.337 | | 1.000 2003 |
| OPERA TING EXPENSES Management | | | | | | | | | | | | |
| Vanagament Fao | 33% | 35% | 1st Year to be not according to really contradule | 34 196 | | 54.100 | 511.0112 | | 99.082 | 20 024 | 1 | 56 02 a |
| Report Managerbank I um But-lotal Managerbank Exposition | 25% | 254 | per MOHCO penty | 10 430 FE 804 | | 19 616 | Fê tiep | - | 19 QM | 10 752 | | 10 757 |
| Balarres Baseline | 75% | 199 | | 100 001 | | 199 661 | 277 107 | | 203 964 | 2.00 6.00 | | 210 mmb |
| Viriager's Salest Helicita traction and One Servette | 25% | 35% | | #7.9 NOS. | - | 176 YOR - 97 676 | 120 505 | | 120 586 | 104 MB | | 124 40A 104 A41 |
| Other Hale explained to Agreement place Rend From Unit | 329 | 35% | | 11.122 | | 11 172 | 11917 | | 11517 | 11.914 | - 1 | 11.014 |
| Ad montetration | daments - to-one | - | | 622 (87 | | 432,187 | 436.063 | | 430,003 | 662,367 | | 462.897 |
| Advertiging and Manustring | 33% | 35% | | 430 | - 4- | 470 47 E.S | 42 491 | | 619 45 dk ⁻¹ | er i | - | 410 to |
| Office Expresse Office Reve Legis Expresse Property | 35% | 7.7% | | 14 /51 | - | 14 757 | 1370 | | | 508 61 | | 15 007 |
| Audi § sparee | 359 | 35% | | 23,200 | | 29,200 | 79-087 | | 29 002 | 29 995 | | ye ==1 1 (c) |
| Reprise Service Services | 125 | 35% | | 1772 | | 2 213 | 2 2 pm | _ : | 9 73 7 200 | 2 970 | | 2 970 |
| Sub-total Agranger State Bapaners | 15% | 7840 | | 612,379 | | 111979 | 116.212 | - 1 | 118.312 118.312 | 19 250 | | 120 305 |
| (Matting) | 35% | 35% | | 108 221 | - 1 | 199 221 | 113047 | - : | 117047 | H17 (010) | | +17 d06 |
| Quantum Quantu | 15% | 3 5% | | 21 379 | | \$1 43F | 33.27° 22 = 29 | - 1 | 17 771 | 27 90÷ | | \$9 084 22 801 77 444 |
| South State of State and S | 15% | 3 5% | | 12 249 | - | 72 209 264 334 | 10 075 203,234 | | 79 475 381 536 | 272,438 | | 272.400 |
| Tanes and Licenses Great & state (great | 15% | _329 | | 0.036 | | 0.010 | 9 970 | | E NPO | Free | - 4 | 1551 |
| Miscellandous Favos, Literaria and Formits | 33% | 3 3 5 th | - | 42 792 | | 47 702 | 44 299 i 804 | | 1 009 | 49 638 | 1 | 45 699 |
| Bath-folial Tones and Lorensee | | | | 81,373 | 1 | \$1,275 | 97000 | | 83,000 | 54,925 | | 14 925 |
| Registering and Labory Insurance Index Bond Injurance | 35% | 35% | - | 00 QQ1 | | 64 IB1 | 81 295 | - 1 | 67 206 89 | 80 A20 | | 50 00 |
| Mission & Companyation | 354 | 35% | | 12 960 | | 16 954 | 19 547 | | 19 521 | 30,724 7,710 | | 27.279 |
| Describe & County of Transport | 124 | 124 | | ##.714 | - | 99.719 | 87,000 | | 63 866 | 7.718 97.177 | - | 1 710 87 117 |
| Montenance & Ropatr Payed | 35% | 350 | | 108 945 | | 100 945 | 110 000 | | 110 000 | 114 167 | - | 114 902 |
| Sourcestal | 15% | 300 | | 23 002 60 310 | | 79 602 60 916 | 24 ii 74 63 334 | - 1 | 24.428 83.534 | 30 202 mr 207 | | 29 303 40 251 16 107 |
| Gerbert Parost orker: | 75% 25% | 3 5% | | 73 949 7 1 10 | | VI SMI | 10 498 | - 1 | 10 mm | 1477 | | F 93 F |
| vançta and Maintenance Enjugament Operation and Repeats | 35% | 374 | | 89.015 | | 90 1111 | \$11.179 | | \$0.174 | 27 247 | | 17 702 |
| Uncertainment Operatory and Maintenance Expenses Sub-datel Maintenance & Report Expenses | 35% | 75% | | 390, 943 | | 24 505 260 343 | 378.347 | | 27 446 318 543 | 24 138 236,610 | | 29 130 |
| Supporters Sentess | 35% | 15% | | - | | | | | | | 140 | |
| Commercial Espansos TOTAL OPERATORS ESPENSES | | | | 1,312,020 | | 1311.000 | 1,307.047 | | 1,967,647 | 1,486,476 | - | 1 400.470 |
| PUPA (was ResonanCS, Base Rent/Bond Fors) | | | | | | 1312.000 | 5.200,000 | | 1.201.201 | | | |
| Recording Count Leave Boto Restlitung Foot. Crossed Leave Rent | 1 | | | - 4 | | | - 6 | | , | F | - | |
| Bond Montoring Fee Super Ameri Resistor Depole | | | Map det 1% mention pipes approved by the 6% are beaut on Phyl | 12 pas | | 52 349 | 37 0+0 | | T7919 | 95 534 | - | 95 570 |
| Operating of making Depose | | | | 20,000 | - 4 | 20 11/0 | 20 000 | - | 20 000 | jar oran | | 79 mg |
| Other Requires Reserve 2 Deposit Other Requires Reserve 2 Deposit Requires Reserve Deposits Commercial | | | | | | | | | | | | |
| Bub-total Reserves/Ground Leans Base Reserves Pers | | | | F2.340 | | 73,346 | 73,930 | - | 73.930 | 75, 637 | - 1 | P9.887 |
| TOTAL OPERATING EXPENSES (or Reservoir), Sono Root Son PUPA (or Reservoir), Sono Rent/Sono Fore) | d Pees) | | | 1,394,376 | 14 | 1,384,379 | 1 431 307 | 17 | 1 431 967 | 1,461,013 | 100 | 1 401.013 |
| HET OPERATEUR SICOME (HICOME HINNES OP EXPENSES) | | | | E210 | 100 | 27.979 | TCF46 | | 27.076 | il et a | 4, | 27.970 |
| DEST SERVICENSUST PAY PAYMENTS [Thank duty fumeritied to Here Decr. Feet Landel | ane) | | time florethed to those common sp. | | | | | | | | _ | |
| Here Decr. Fire Lander Here Decr. Second Lender (HDD Proyers 0 42% pyre or offset 2nd Hard Decr. Truct Lander (Ottal HDD-Proyers or other 3rd Lander) | ender) | | Enter econocipies to division statement and Senior econocimies by division by Division and | 2110 | - | 37 970 | 2150 | | 27 670 | 21 370 | - | 21.470 |
| Gommercus Hard Debt Beruter | | | Binter earninately by grithals characted life | | | | | | | | | |
| CASH PLOW (MICH PRIMES DEST SERVICE) | | | | 27,670 (20,700) | | 37.619 | 27.670 | | 27,070 | 27,570 | | 27 576 |
| Commonwell Cinic Coath Etres | | | | 1731/05 | | 29.798 | 00000000 | - 17 | 29 500 | 0.5000000 | | 38.346 |
| AVARABLE CASH PLOW | ma) | | | 20 100 | | | 76 500 | | | Mi 544 | 7 | (B) |
| USES OF CASH PLOW BELOW (This row also shows DSCR) | | | реси | | | | | | r | | | t and the second |
| The state of the last of the last one to be bounded by the last of | 119 | 133 | per Miller D passy | 1.0 | | | | 1 | | | - | |
| promptor Barroou Fine page "LP Asset Might have"; page prompt for bridge | 13% | 350 | per Military or Broad Street | | | | - 17 | | | | - | |
| Committee of the commit | | | Color Internation Drug Colors de | | | | - | | | | - | |
| Dent grouping pair Proof 1 miles 2 (Married Description of the group in large Facilities specified) | | | Frie seminate in group nomber of | | | | - 1 | - 1 | | | _ | |
| TOTAL PAYMENTS PRECEDING MONCO RESIDUAL RECEPTS (CASH PLOW MINUS PRECEDING | NG HARM | On. | | - | _ | - | - 10 | | - | | - | - |
| Dees Project have a MOHCD Residual Recept Disgatori I | | U) Vod | | 1 | | 100 | 104 | | | - | | - |
| Will Proyect Dafet Developer Fee? Residuel Recepts apel for all years. • Londov/Owner | | 67% / 33% | | | | | | | | | | |
| | | | | | | | | | | | | |
| MONCO RESIDUAL RECEPTS DEST SERVICE | | Dat Sat Dat Leans | J | | 322 | | | Sec. | | | 5.9 | 10 |
| | | | Abbestions and community alsoper of all soft court | | | | | Γ | | | | |
| MOHCD Residual Remoits Amount Due Responses MOHC() Residual Remoits Amount to Loan Remoy man) | | 100 00% | HAVE AND MONCO HOMELY PRINTY | | | | | | | | | |
| Proposed MOHCO Residue Recepts Amount to Residuel Ground 1 8665 | | | Physician Take MCHCD And Due Has Lake Reportment | | | | | ĺ | | | | |
| MON MONCO RESIDUAL PECEPTS DEST SERVICE PROJETE PROGET APONT AND | | 0.00% | | E | i r | | | e | | | 1 | |
| L ander 4 Resource Riccorts Due L ander 5 Resource Riccorts Due L ander 5 Resource Riccorts Due | | 0.00% | | | 1 | | | | | | | - |
| Tatal Itum MDMGD Residual Receipts Deal Service | | | | | 1 | - | | - L | * | | - | |
| REMAINDER (Should be zero unless there are dreimballoms below) | | | | | | ×2 | | | 4 | | | |
| Oviner Dentsupons/Incentive Management Fite Other Dentsupons/Incentive | | | | | - | | | - | | | | |
| Pingi Balance (shreeki to sero) | | | S.I. | S.C. | - | - 5 | | | 1 | | | |
| REPLACEMENT RESERVE - AURORIC BALANCE Represent Reserve Stating (fellings | 1 | | As of AVICEN | 8 | or or | 93 429 | | Г | 134,021 | | 1 | 196 177 |
| Reciscoment Reserve Deposits | | | his of h12819 that one Ph occasio plyes approved by thing beans on Phil artempolal sinkel Board on Phil artember 8,17 many 8, o | | 1 | 87,264 | | | 83.819 | | | 90,000 |
| Regiscoment Reserve Withdrawalls (issuelly largite CNA) Regiscomen's Reserve Interest | | | Stages on Productive to I many 6 op Anny business To interest man | | - | 18 tind 2,100 | | F | 14 365 | | | 3.092 |
| AA Running Balance | ŝ | | MR Searce/Unit | | | 134 021 82 215 | | | 986.177 62 067 | | , | 33 Fee |
| OPERATING RESERVE - RUNNING BALLINGS Operating Reserve Destroy Seasons | | | A4 of 11 77019 | ř. | r | 387 692 | | Î | 927,992 | | r | \$67,692 |
| Operating Resource Departure (Control of Control of Con | | | | | | 20 000 | | | 70 800 | | | 70 600 |
| Otherwood Security Interest Otherwood Security S | | | | ļ | l | 527,683 | | t | M7 922 | | - | MF 1863 |
| OTHER REQUIRED RESERVE 1 - RUMMED BALANCE | | OF Bearing a | a % of Prior > Cly Expt + Drett Service | | | 24 4% | | | 34 64 | | | 23.7% |
| Other Reserve 1 Starting Balance | | | | | Ţ | | | ŗ | - | | | |
| Other Reserve 1 Deposits Other Reserve 1 Vyshortsvate | | | | | | | | | | | | |
| Other Results 1 Interest Other Required Receive 1 Fluctuing Balance | | | | | 1 | | | į. | -: +: | | | |
| OTHER RESERVE 3 - RUNNING BALANCE | | | | | | | | | | | | |

MONCO Protecto - 30 Year Case Flor

| Total & Units. | LIDSP Lines 88 POD 0275 | Peer-LOSP Umis E & done | | | Year 4 2022 | | - | Year B 2023 | | Year 6 2024 | | |
|---|----------------------------------|--|--|------------------|----------------|-------|------|----------------|-------|--|----------|-------|
| Nicolai | LOSP | % amount increase | Community (related to an Augul site Administrators) | LOSP | non-LOSP | Yotal | LOSP | mm-LOSP | Total | L03# | non-103P | Total |
| Other Reserve 2 Sharting Salance | | - Control of the Cont | | - Addisonal many | | 74 | | - | | The state of the s | - | |
| Other Reserve 2 Deposits | | | | | 1 | | 1 | - 1 | | | | |
| Other Reserve 2 Withdrawats | | | | | 1 | | | | | l | | |
| Other Reserve 2 Wards) | | | | | 1 | - | J | - 1 | | 3 | | |
| Other Required Receive 2 Running (Labore 9) | | | | | | (90) | | | 14. | | | 77 |

101

MONCO Professor 30 Year Countries | Tend # librate | Long 149 Mason Street Year 10 2078 2034 m-LOSP on-LOSP Total 318 per en-LOSF Total 115 mm LOSP 103P High Colon Transport Florida
Tr 1 213 215 1 201 600 1 704 500 1 200 250 2 100 5/6 F/19 PM VM array (the Resources Sarger Sarger Sarger)
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VMCATTY (cold Tables)) вичестые влова исома OPERATING EXPENSES 33% 33% offended on a cooling it riskly after the second of the second o 92 157 21:150 Ad injurishments and Marjushing
Ching & chamber
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| 149 Mason Street | LOSP | Non-LDSP | | | | | | | | | | |
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| STARCING DADES MCOAR | IVS. | 10% | leg(rep/sity | 1 900.007 | | 1 755 965 | 173LHF | | 1.701.216 | 7,7300,467 | | 1.021.072 |
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| Spinister Spinister of the Land Spinister Spin | 156 | 39% | | 17.072 B40.855 | - | 14175 | 627.139 | | \$87,130 | 504.039 | - | 14 04tt 966 830 |
| Administration Agreements and Manneting Other & spenses | 354 | 35% | | \$78 94.016 | - | 1.79 140 m | 947 | | 94 F | 547 57 889 | - | 11'00 |
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| Bag Coors V-acotaranyus | 35% | 33% | | 2 730 22 101 | - | 2770 27 400 | Z #19 22 874 | | 2 019 72 074 | 2012 | | 75 975 |
| Sub-total Administration Expenses | | | | 436.440 | | 180 160 | 142.677 | 17 | 142917 | 147,501 | | 147,981 |
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| Goo | # # # # # # # # # # # # # # # # # # # | 35% | | 29 2/9 68 889 | - 1 | 29 276 86 988 | 27 198 97 679 | | 27 160 91 979 | 78 f91 89 f99 | | 194 I IIII |
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| Miscotaneous 1 saws 1 corners and Permits But Sires Taxon and Laconson | 1350 | 13% | | 92,636 | - | 63.636 | 2 HH | - | 2 544 86 334 | \$7.617 | - 1 | 2 470 67 \$17 |
| Properly and Lanery theurance | 39% | 35% | | P8 490 | | Pp outp | 67 686 | | 17 000 | 85 346 | | 85 (AR) |
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| Oracion's 6 Officials, Fellings pullbrances | 179 | 190 | | 118 813 | | 1 501 B1S | 0 700 105 600 | | 119.419 | 0.090 0.00 p.11 | - | 110 400 |
| Maintenance & Rupeir | 35% | 115% | | 191 407 | - | 131 401 | - 10 094 | | M 044 | 147 678 | - | 140 020 |
| Suppose N | 35% | 35% | | 290°) 84 873 | - 1 | 79 01 1 96 975 | 80 030 102 439 | = | 90 628 07 438 | 108.024 | | 91.079 irps 024 |
| Gargage and Treat Remove Regumy Peucosichinas | 235 | 75% | | 47 821 8 764 | | 43 971 8 768 | 65 156 8 0 14 | | 45 THS 9 (F1 | 8 164 8 164 | | 69 947 6 VAD |
| HVAC Repairs and Maintenance Volume and Maintenance & guyeneri Operation and Repairs | 35% 35% | 3.5% 3.5% | | 17 021 | - | 37.021 | 30 3111 pil 3 76 | | 39 317 | 79 434 | | W \$16 |
| Mecataneous Operang and Mantenance Expenses Beli-total Mantenance & Report Expenses | 354 | | | 10.53 | | 10.22° | 302.005 | | 91 276 | 40£ 197 | - | 12 174 448.203 |
| Supporter Service Controver to Expenses | 150 | 3.5% (0.00(3e) | | - | | | | | | | | |
| TOTAL OPERATING EXPENSES | | | - Rice | raspass | | 1,012,019 | 100.00 | | 1,000,202 | 1,797,400 | 10 | 1,727 400 |
| PUPA (vit) Reprivation Base Rentitions Fees) Reserves/Ground (,0000 Base Rentitional Face Ground (,0000 Rent | | | | | | | | | | | | |
| Ground Lemo Rese Rent Stand Mondoring Fee | | | | | | | - 1 | | - 1 | | | - 1 |
| Registeringer Reserve Deposit | | | New and Pa common primar approved by New New years bound are from | 47 101 | - | 12 507 | 8H 38Z | | 64 107 | 66 713 | - | 40 173 |
| Operating Reserve Outpool Other Required Reserve 1 Corposi Cliffor Reserve 2 Control | | | | - | | == | | | | | | |
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| TOTAL OPERATING EXPENSES (or Recovered), Gase Reen Lan | d Foot) | | | 1.676.383 | | 1 679 223 | 1.732.000 | | 1 733 640 | 1,794,003 | | 1 794 002 |
| PUPA (w/ Peserves/CL Save Perellions) Fers) NET OPERATING INCOME (INCOME winner OP EXPENSES) | | | | after the | 4 | 27 576 | AL MAN | | 27.978 | 7,144 | 198 | 37.510 |
| DEST BERVICE/NUST PAY PAYMENTS ("hard door"/propristed to MOVE QUOT - First Length | | | State describing in terminal security has | | | | | - | | | - | |
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| Commercial Hand Door Barvey | | | Free elements to charte accesso or | | - | | | | | | | |
| TOTAL MARD DEST SERVICE CA SH PLOW (NO! Menura DEST SERVICE) | | | - | 27,570 | | 27 676 ph | 27.670 (34.230) | | 37 E76 | 27,570 | | 27,976 |
| Commerced Only Clean Flow United Section Commerced Temphality (CRSTT-CATOSR) section included. | | | | | | 33.395 | | _ | 34 236 | | | 36 075 |
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| USES OF CASH PLOW BELOW (Two row also about GBCR.) USES THAT PRECEDE MONCO DEST BERVICE IN WATERFALL | | | becn | | | A COLUMN | | | 1. | 3 | | - 1 |
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| Does Project neve a MOHCD Revalual Recept Obligation? WA Project Deter Developer Fee? Resoluti Recepts soft for all years - Lender/Dwner. | | Fee No 67% / 33% | | | | | | | | | | |
| Andrews and the state of the state of the second of the se | | 41.01.024 | | | | | | | | | | |
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| Total & Unit | (,0%) (g) Units (6 66 (00) (00) | (rean LOSP Livels f i iii caris | | | Year 19 2020 | | | Year 11 2029 | | Year 12 2010 | | |
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| a-cost | LUSP | % panual Rerouse | Comments (reserved to present me scouragitapes) | LOSP | non-LOSP | Total | LOSP | non-LOSP | Total | LOSA | nen-LOSP | Yetal |
| Other Reserve 2 Deposits Other Reserve 2 Deposits Other Reserve 2 Verleditures Other Reserve 2 Interest | | | | | | == | | | | | | |
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| | | | MOHCO Prohens | 30 Pass Cook F | - | | | | | | | |
|--|-------------------------|----------------|--|--------------------|-----------------|------------------------------|-----------------------------|-----------------|-----------------------------|--------------------|-----------------|----------------------|
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| pa orma. | 86 | | | | Year 16 2034 | | | Year 17 2038 | | | Year 18 2934 | |
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| Sharehouse they income | 25% | 7.5% | | | | - | | - | | - | | |
| Person Sergets Par Str. | 230 | 25% 25% | | 430 | | 414 | 647 | - | 447 | 456 | | 4'0 |
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| Missistensia Sissey od Montos Chier Commerce Sports | 25% NB | 2.5% | Cit for the property lands and | yaor | | 2 407 | 2017 | | 54,5 | 2716 | | 2798 |
| mention from the send of the send | , im. | 1/10 | Link than thispayer bector releas an apply sizes | 1 994 903 | | 1 666 776 | 4 886 F24 | | 1 900 570 | 1 004 007 | | 7 637 633 |
| I r bushing a cost . Manufactural . Furnanci frances | rute rute | P/A | Could place or commercial receipt and country and | (18.745) | F | 116 Yes- | 198 017- | | Let to p | U. 1005 | | 117.082 |
| EPPECTIVE ORGAN INCOME | rufa rufa | FL/B | applique also | 1,040 078 | | 1 304 521 | 7,811,914 | _ | 1.046 500 | 1.077,779 | | 2 013 003 |
| OPERATING EXPENSES Management | | | | | | | | | | | | |
| Management Fire | 35% | 35% | oftenso | 19 429 | | 79.625 | 79,400 | | 79.479 | 79.001 | | 79 091 29 920 |
| Sub-trial Management Expenses Exhaust Appenses Exhaust Appenses | 354 | 340 | per MONCO pascy | 59 FP | | ne tan | 140 41E | | 70 016 | 100 001 | | 100.001 |
| The same | 35% | 3 2% | - | 798 979 158 788 | - I | 2161 (216) 150 760 | 277.438 rec 389 | | 271 436 104 145 | 257 146 FRI 006 | - | 29 / 166 170 case |
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| Superprint open Super X (p.) dryf. Sub-total Selector/Selection | 35% | 16% | | 15 130 675.30F | | 15 150 575.88F | 19 668 866 ESS | | 15 000 | 14.238 619,300 | | 10 730 010,380 |
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| Office Rans | 35% 35% 15% | 3 5% | | 50 0 10 | | 98 610 | 82 007 | - : | 67.00* | 941/9 | | |
| Audit Expense Property | 35% 35% | 350 | | 30 104 34 349 | | 30 104 30 345 | 20 e64 25 941 | == | 20 808 39 547 | 21 530 30 761 | | 27 5 50 36 791 |
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OTHER RESERVE 2 - RUNNING BALANCE

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| Other Regularia 2 Interest Other Required Record 2 Russiang Salance | | | | 9 | 1 | | 1 | | 100.0 | , | | - |

Exhibit C - Legal Description of Real Property

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

PARCEL ONE:

Beginning at a point on the Westerly line of Mason Street, distant thereon 27.50 feet Southerly from the Southerly line of Ellis Street; thence Southerly along said line of Mason Street 82.50 feet to a point distant 165.00 feet Northerly from the Northerly line of Eddy Street, measured at right angles thereto; thence at a right angle Westerly 49.50 feet; thence at a right angle Northerly 5.75 feet; thence at a right angle Westerly 8.50 feet; thence at a right angle Northerly 5.75 feet; thence at a right angle Westerly 20.00 feet; thence at a right angle Northerly 13.50 feet to a point distant 82.50 feet Southerly from the Southerly line of Ellis Street, measured at right angles thereto; thence at a right angle Westerly 4.50 feet; thence at a right angle northerly 55.00 feet; thence at a right angle Easterly 82.50 feet to said Westerly line of Mason Street and the point of beginning.

Being a portion of 50 Vara Block No. 198

Assessor's Lot 017; Block 331

PARCEL TWO:

An Easement as reserved by Glide Economic Development Corporation, a California nonprofit public benefit corporation, in the Grant Deed recorded April 30, 2007 in Reel J380 of Official Records, Image 0550 under Recorder's Serial Number 2007-I377968-00, for light and air purposes over the following described real property above a horizontal plane at elevation 86.5 feet (City and County of San Francisco Datum) bounded by planes projected vertically above the limits of said land:

Commencing at the point of intersection of the Southerly line of Ellis Street and the Westerly line of Mason Street; running thence Westerly along said line of Ellis Street 82 feet, 6 inches; thence at a right angle Southerly 27 feet; 6 inches; thence at a right angle Easterly 82 feet, 6 inches to the Westerly line of Mason Street; thence at a right angle Northerly along said line of Mason Street 27 feet, 6 inches to the point of commencement.

Being a portion of 50 Vara Block No. 198

IDHCD Proturns 35 Year Coun Flor

| Total II Units: 36 | MA MAC COPY | Units † # 00% | | | Year 19 2037 | | Year 18 2018 | | |
|---|----------------|----------------------|---|------|-----------------|-------|-----------------|------|-------|
| sicossi | LDSP | % panyal increase | Community (related by annual step Assum property | 1030 | LOSP | Total | LOSP | LOSP | Tetal |
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Exhibit D - LOSP Client Selection Criteria



149 Mason Street San Francisco, CA 94102

Exhibit D -- RESIDENT SELECTION CRITERIA

Please read the resident selection criteria carefully. These are the standards by which your application for housing will be reviewed. Management will take the following screening criteria into consideration when determining an applicant's eligibility for residency at 149 Mason Street Apartments.

I. APPLICATION INTAKE PROCESS

Applications will be accepted from persons who are aged 18 years and older or emancipated minor.

Applicants who attest that they are emancipated minors will be required to provide management with written proof that he or she is legally emancipated. Legal proof is identified as one of the following:

- 1. A court order of emancipation;
- 2. A marriage certificate;
- 3. Proof of active duty military service.

Applications will be screened. When it is determined that the applicant meets the Basic Program Requirements listed below, the applicant will be invited to attend a personal interview. The processing of your application does not assure, nor does it imply, that your application is approved or that management will offer you an apartment. If your application fails to meet the Basic Program Requirements, credit and/or criminal background checks, you will be notified in writing as to why your application is being denied.

II. BASIC PROGRAM REQUIREMENTS

A. Income Eligibility

Maximum Income - Applicant's household income limit cannot exceed the
maximum income limits for the household size as set forth in the attached
income eligibility chart (per the California Tax Credit Allocation Committee
as stated in the San Francisco County LIHTC Income Limit and Rents
Schedule and San Francisco City Income Limits and Rent Schedule,
whichever is more restrictive).

B. Age Restriction

All household members age 18 years or older and emancipated minors must sign the appropriate consent forms and comply with the verification process



149 Mason Street San Francisco, CA 94102

C. Full Time Student Household

Household cannot be comprised completely of full-time students <u>unless</u> one of the following exceptions applies:

- 1. Receiving assistance under Title IV of the Social Security Act (AFDC/TANF); OR,
- 2. Enrolled in a job training program receiving assistance under the Work Force Investment Act (WIA, formerly the Job Training Participation Act) or under another similar federal, state, or local laws; OR,
- 3. Single parent with minor children, all of whom are full-time students and such parents and children are not dependents of another individual; OR,
- 4. All members of household are married and have filed a joint tax return or are entitled to file a joint tax return OR,
- 5. Previously enrolled in the Foster Care program (age 18-24)

D. Occupancy Standards

Household size must be appropriate for the unit. The size of the unit that an
applicant qualifies for is dependent on the size of the household and any
verifiable special needs of the household. In general, maximum occupancy is
calculated as two people per bedroom, plus one additional person, but variations
may be allowed subject to local ordinances. The minimum and maximum
standards are as follows:

Unit Size Minimum Number of Persons in Household

Studio 1

- Verification that the unit assigned will be the household's sole place of residency.
- 3. Every household resident will be counted when determining unit size.
- 4. When a medical hardship is verified via third party to the satisfaction of the Reasonable Accommodation Policy set forth in Section IX, persons may be assigned a larger unit.



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III. PREFERENCES

A. Local Preferences

All fifty-five units will be targeted for homeless individuals who are participants of the Direct Access to Housing Program. Residents with special needs will be encouraged to apply. In accordance with the loan agreement entered into with the City and County of San Francisco, occupancy priority is given to persons as follows:

- To the extent practicable and allowed by law and the Bond Regulatory Agreement, preference will be given to potential residents who have been displaced from other units in the City of San Francisco by rehabilitation or construction work financed in part by the City.
- 2. Any Agency Certificate Holder;
- 3. All other applicants.

B. Set-Aside Preferences

Only applicants referred via the Department of Public Health and/or Human Services Agency in accordance with the loan agreement with the City and County of San Francisco will be considered for the studio apartments where Residents' income cannot exceed the limits imposed by HCD which restrict rents as follows:

32 units are at 20% AMI or lower 10 units are at 25% AMI or lower 13 units are at 40% AMI or lower 55 Units Total

Section 8 certificates will be accepted. Residents will pay 50% of their income (not to exceed the rent LIHTC rents) and must agree to a third-party payee prior to signing the lease.

IV. VERIFICATION PROCESS

 All information provided on the application will be verified. False, inaccurate or incomplete information may result in disqualification of an application. Intentionally providing false information on any part of the application is



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considered <u>fraud</u> and may result in failure of the applicant to obtain a unit, or if discovered after an applicant becomes a resident, may result in loss of the assigned housing unit. All income will be verified by management via third party verification from employers and/or other sources of income. If the applicant is employed, three months of consecutive paychecks must be provided. Letters from Social Security and/or Public Assistance, etc. will be accepted and used as back up documents. All verification documents, award letters, etc. cannot exceed an age of 90 days.

- Upon initial occupancy, household income cannot exceed the income restriction for the respective unit size as determined by the area median income which is adjusted for household size.
- 3. Third-party income verification will be required from all sources, including, but not limited to:
 - a) Employment;
 - b) Savings and checking;
 - c) Pensions/retirement/annuities;
 - d) Disability;
 - e) Property, home, stocks, bonds, annuities, IRA,
 - f) Government assistance, SSI, TANF, AFDC, GA, etc.;
 - g) Social Security;
 - h) Child/spousal/family support;
 - i) Unemployment benefits.
- Income calculations are based on the household's annual anticipated gross income for the following 12 (twelve) months. Annual gross income includes income from any and all assets.
- A credit check will be required for all adult household members who are 18 years or older and emancipated minors.

V. LANDLORD REFERENCES

The following criteria will be considered in conjunction with the Mitigating Circumstances policy which is attached.



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- 1. References from applicant's current and previous landlords for a period of one year will be reviewed.
- All applicants must have positive prior landlord references indicating ability to care for the property and pay rent on time, as well as the ability to peacefully cohabitate with other residents. A history of violent or criminal behavior may be cause for denial of application.
- 3. In cases where applicants do not have any previous landlord, or if no previous landlord is available, staff will request personal references from someone not related to the applicant, such as a counselor or caseworker. However, lack of such references is not an automatic basis for denial.
- 4. A landlord reference check of an applicant's rental history for the past 12 months is conducted to determine the following:
 - a) Demonstrated ability to pay rent on time and in full;
 - b) Followed the rules and regulations of rental companies;
 - Kept rental unit in a manner which did not create an unsafe or unhealthy environment or pose a health danger to other residents;
 - d) Kept rental unit undamaged;
 - e) No history of receiving notices for lease violations;
 - f) Gave sufficient notice of intent to vacate;
 - g) No noise complaints;
 - h) No disturbances or illegal activities;
 - i) No unpaid Non-Sufficient Funds (NSF) checks;
 - j) No unauthorized household members
- 5. Section 8 certificates and vouchers holders are welcome to apply and must meet all
 - other eligibility requirements for the unit
- 6. Applicants who have past evictions or negative landlord references strictly for non- payment of rent, but who now have a verified payee to guarantee timely rent payment, will not be automatically declined under the eviction or rental history criterion described above. However, subject to reasonable accommodations, applicants will be declined for evictions for other causes.



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VI. CAUSES FOR REJECTION

An applicant will only be rejected after consideration of the mitigating circumstances policy, including but not limited to successful rent payment history over the past 12 months:

- Blatant disrespect, disruptive or anti-social behavior, or demonstrable history of such behavior, towards management, the property, or other residents exhibited by an applicant or family member or friend any time prior to movein:
- A negative landlord or other reference, encompassing failure to comply with the terms of a lease, poor payment history, a history of maintaining the rental unit in an unsafe and/or unsanitary condition or eviction for cause;
- 3. Failure to present all applicants during the interview with the Community Manager;
- A negative credit report as set forth in Section VII;
 Falsification of any information contained on the application;
- 5. A criminal history as set forth in Section VIII;
- Family size that does not conform to the stated minimum and maximum sizes as described in the San Francisco County LIHTC or San Francisco City Income Limits and Rent;
- Income exceeding the income limits of 20%, 25% and 40% of area median on initial occupancy based on unit designations;
- 8. Other good cause, including, but not limited to, failure to meet any of the selection criteria in this document;
- A household member involved in drug-related criminal activity;
- 10.A household member convicted of drug related activity for the manufacture of production of a controlled substance;
- 11.A household member engaged in illegal use of a drug in the last 6 months, or whose abuse of alcohol will interfere with the health, safety or right to peaceful enjoyment of the premises by other residents;
- 12. Misrepresentation of any information related to eligibility, allowance, household composition or rent.

VII. CREDIT HISTORY

A credit reference will be required for all adult household members and emancipated minors. Applicants will not be required to cover the cost of performing a credit and criminal background check.



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Credit reports are pulled for all adult household members. Each member must meet the same requirements. Reasons for rejection of an application due to information contained on applicant's credit report which factors have affected applicant's ability to pay rent in prior tenancies may include:

- 1. Unlawful detainers;
- 2. Unpaid collections, judgments or liens exceeding \$3,000.00, excluding medical bills and student loans;
- 3. Repossessions, excluding voluntary repossessions within the past thirty six months except when part of a bankruptcy, divorce or legal separation;
- 4. Unpaid utility bills (cable, electric, gas, water/sewer and garbage);
- 5. Unpaid balance due a current or prior landlord;
- 6. A significant number (6) of Non Sufficient Funds (NSF) checks within the past thirty six month period;
- 7. Any suit pending or not remedied;
- 8. Any personal bankruptcy within the past thirty six months that has not been remedied;
- 9. More than two credit or installment accounts that have been past due for more than 120 days within the past twelve months.

Reasons to overturn a rejection upon appeal include:

- 1. The unlawful detainer was caused by non-payment of rent and that any future rent payment be guaranteed by third party payment; or
- 2. Proof of adherence to a payment plan for past due collections; or.
- 3. Applicant can prove that a prior eviction or poor credit is the result of a divorce or the result of the applicant having been a victim of domestic violence and that it was determined in a court settlement that the applicant's spouse was solely responsible for such poor credit or eviction and such spouse will not be living with applicant at 149 Mason Street Apartments; or,
- Applicant lacks credit history, since lack of a credit history does not constitute negative credit.



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VIII. CRIMINAL HISTORY

A criminal background check will be required for all household members aged eighteen [18] years and older and emancipated minors. Criminal standards are set forth below.

A criminal background reference check is conducted to determine that applicants and/or members of an applicant's household have:

- No record of felony convictions for the Manufacture or Distribution of a Controlled Substance in the past seven years;
- 2. No record of misdemeanor drug-related convictions in past three years;
- No record of felony conviction for Burglary/Robbery/Larceny in past seven years;
- No misdemeanor conviction for Burglary/ Robbery/ Larceny in past three years;
- 5. No record of felony conviction for Homicide/Murder;
- 6. No record of felony conviction for Destruction of Property in past seven years.
- 7. No record of misdemeanor conviction for Destruction of Property in past three years.
- No record of a felony or misdemeanor conviction for Assault/Fighting/Physical Violence in past seven years;
- 9. No record of conviction of sex crime(s) or listing on the National Sex Offender Registry.

IX. REASONABLE ACCOMMODATIONS

Management will apply the same screening criteria to all applicants. However, management is obligated to offer applicants with disabilities additional consideration if it will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program.

You may request additional consideration in the application of a particular resident selection criteria, rule, policy, or practice; the way we communicate with you or give you information or services; and/or the necessity for structural alterations in your apartment or other part of the housing site that would give you an equal chance to live at the facilities or take part in the programs on site.

Management is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will result in a financial or administrative burden to the



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property or if it requires management to fundamentally alter or change a basic component of the housing program.

We may ask you to submit a Reasonable Accommodation Request Form. Please notify us if you would like to submit your request by some other method. We will respond to your request after receiving verification of your need for the requested accommodations.

If you should like to make a reasonable accommodation request, please inquire about our complete written Reasonable Accommodations Procedure and Policy.

X. DENIALS

An applicant may be denied at any time if they have not met one or more of the Resident Criteria. If your application is denied you will be notified in writing, stating the reason for denial.

XI. GRIEVANCE PROCEDURES

Applicants have [14] days after the date of denial letter to notify management in writing if they feel that their application was unfairly denied. If a denial letter is sent to an applicant, and no response or new evidence is received within fourteen [14] days, the file will be closed permanently. Management will reconsider any new facts or information that the applicant feels would have an effect on their application. Management will notify the applicant of their final decision within [14] days of receiving the applicant's written notice of appeal.

Appealed applications will be held during the appeals procedure, but for no more than 30 days.

A complete Grievance Procedure and Policy is available for anyone who wishes to file a grievance and/or requires detailed information about this subject.

XII. PET POLICY

There are no pets allowed at 149 Mason Street Apartments, with the exception of service/companion animals. Refer to section IX.

XIV. FAIR HOUSING AND NON-DISCRIMINATION POLICY

149 Mason Street Apartments complies with all Federal, State and local fair housing and civil rights laws, as well as with all equal opportunity requirements.



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149 Mason Street Apartments does not discriminate against prospective residents on the basis of race, color, religion, sex, national origin or ancestry, familial status, handicap or disability, marital status, sexual orientation, age, source or income, or any arbitrary basis.

149 Mason Street Apartments also does not discriminate against prospective residents on the basis of their receipt of, or eligibility for, housing assistance under any Federal, State or local housing assistance program or on the basis that prospective residents have minor children. A holder of a certificate of family participation under 24 CFR Part 887 (Rental Certificate Program) or a rental voucher under 24 CFR Part 887 (Rental Voucher Program) or a holder of a comparable document evidencing participation in a HOME resident-based assistance program shall not be refused for leasing because of the status of the prospective resident as a holder of such certificate, voucher or comparable HOME resident-based assistance document.

| Applicant Signature | Date |
|----------------------------|------|
| Applicant Signature | Date |
| Applicant Signature | Date |
| Management Agent Signature | Date |

Exhibit F - Lobbying/Debarment Certification Form

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

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

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

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

GLIDE ECONOMIC DEVELOPMENT CORPORATION, a California limited partnership:,

| BY: | |
|--------|--------|
| NAME: | |
| TITLE: | \$ |
| DATE: | |

EXHIBIT G - ANNUAL MONITORING REPORT

Mayor's Office of Housing and Community Development

City and County of San Francisco



London N. Breed Mayor

> Kate Hartley Director

October 1, 2018

Notice of Availability of 2018 Annual Monitoring Report Form (plus reminders of Marketing Procedure and Serious Incident Protocol)

MOHCD is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2018 (RY2018). The forms are now available to be downloaded from the <u>Asset Management page</u> of the MOHCD web site. A training on how to complete the AMR will be held at MOHCD on October 31, 2018 from 9-11:45 a.m. See below for more information.

Deadline: For projects whose business year ended June 30, 2018, the report will be due on November 30, 2018 for the period 7/1/17-6/30/18. For any projects whose 2018 business year ended or will end on different dates than those above, the report will be due 5 months from the last date of that business year.)

Submissions for RY2018 and any outstanding reports from prior reporting years will be accepted only in the RY2018 format.

Completion and Submission Instructions

The Annual Monitoring Report consists of the following four parts:

I. AMR_RY2018 - project name.xlsx

This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

| Instructions (revised) | 3C. Demographic Summary | |
|------------------------------------|-------------------------|--|
| 1A. Property & Residents (revised) | 4. Narrative | |
| 1B. Transitional Programs | 5. Project Financing | |

1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103 Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 https://sfmohcd.org/

| 1C. Eviction Data | 6. Services Funding |
|-------------------------------------|--|
| 2. Fiscal Activity | 7. Supplementary Audit Information Required by MOHCD |
| 3A. Occupancy & Rent Info (revised) | Completeness Tracker |
| 3B. Demographic | |
| Information | |

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to help you complete each form and the Completeness Tracker to help you to determine when each worksheet is complete.

Use Question #1 on the Narrative worksheet to explain any data that you provide that may be unclear or better understood with additional information. In addition, certain questions in this report prompt you to supply an explanation for your answers on the Narrative worksheet. Failure to supply the required explanation will render your submission incomplete.

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of AMR_RY2018.xlsx without MOHCD's prior approval is not allowed. Do not overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to moh.amr@sfgov.org.

II. Owner Compliance Certification Form and Documentation of Insurance The certification form is a Microsoft Word document that must be completed, signed and dated by the Executive Director (or other authorized officer) of the entity that owns the project. Scan the form along with documentation of insurance and email it to MOHCD as a single document. For each project, you must provide certificates of liability insurance and property insurance that are current as of the date of submittal of the AMR.

III. Audited Financial Statements

Provide financial statements for the project for Reporting Year 2018. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "Audit Requirements for MOHCD-Funded Projects" a copy of which is

posted on MOHCD's Asset Management web page. If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

MOHCD's audit requirements call for the preparation of a supplemental section to the financial statements that includes the following:

- schedule of operating revenues,
- · schedule of operating expenses,
- · computation of cash flow/surplus cash
- · summary of project reserve activity

The supplemental section may be prepared by using worksheet #7 of the AMR or a form generated by the accounting system of the project owner or the auditor.

IV. Waiting List

Submit a copy of the project's waiting list that is current as of the date of submittal. The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit:

- · name of head-of-household
- contact information
- date of application,
- number of people in the household,
- stated household income and
- desired unit size.

This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Completed AMRs must be submitted electronically, via one email message per project to moh.amr@sfgov.org. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

AMR Training - October 31, 9-11:45 a.m.

To facilitate completion of the AMR by project sponsors, MOHCD will conduct a training on from 9 to 11:45 a.m. on Thursday, 10/31, in our office at 1 South Van Ness Avenue, 5th Floor, Room 5080. We strongly encourage the primary staff person who is responsible for completion of the report to attend and to bring a Wi-Fi enabled lap top computer. Space is limited. Please RSVP to Ricky Lam at ricky.lam@sfgov.org or 415-701-5542.

Marketing Procedure for Available Units and Waiting List Openings

Before advertising the availability of units for lease in a project or the opening of the waiting list, owners and property managers *must* notify MOHCD of this action by completing a Marketing Plan Template and submitting it to the assigned staff person on MOHCD's asset management and compliance monitoring team. The template is available on the Asset Management page of our web site, under "Marketing Requirements for MOHCD-Financed Multifamily Rental Projects." Once the marketing plan is approved, MOHCD will post information about the available units or opening of the waiting list on DAHLIA – the City's internet portal where members of the public may get information and apply for affordable housing. General information for people seeking affordable housing in San Francisco can also be found on our web site at this location.

Serious Incident Protocol

To ensure that MOHCD is kept informed of serious incidents that occur at projects financed by this office, we have established the following protocol for reporting serious, negative events such as accidents, criminal activity or equipment failure. The report should be filed only after emergency procedures have been followed and the situation has been stabilized.

The Mayor's Office of Housing and Community Development requests that owners of projects financed by this office notify us immediately if a serious incident occurs at their properties and meets one or more of the following parameters:

- Involves serious injury or death
- Is a serious, violent crime that involves a major police action (e.g. shooting)
- Causes the building or a significant number of units to be off-line

Notice of Availability of 2018 AMR and Reminder of Deadline October 1, 2018 Page 5

- Requires a resident to move out of a unit one month or longer
- Damage to the building is significant enough to require the use of reserves

The owner should notify the MOHCD asset manager assigned to the project and provide the following information:

- The date of the incident
- A description of the incident
- A description of what has been and is being done in response
- The name, phone and email of the staff that should be contacted if there are questions
- Confirmation that 1) the property insurance is current and 2) the insurance company has been contacted; a brief summary of their response, if available
- Statement of whether or not the organization plans to use the project's reserves to pay for corrective action

Asset Management and Compliance Monitoring Team

Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 http://sfmohed.org P. 415-701-5500

F. 415-701-5501

Owner Compliance Certification and Insurance & Tax Certification Form 2018 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

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

Complete this form, sign and date it, scan it along with current liability and property insurance certificates into a single PDF file, then email the file along with AMR_RY2018 – project name.xlsx, audited financial statements, and current waiting list to moh.amr@sfqov.org.

| Project Name: | | | | |
|--------------------------------|-----------|--|--|--|
| Project Street Address: | | | | |
| Reporting Period – Start Date: | End Date: | | | |

Owner Compliance Certification

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

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

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

Owner Compliance Certification and Insurance & Tax Certification Form 2018 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

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

Owner Compliance Certification and Insurance & Tax Certification Form 2018 Annual Monitoring Report San Francisco Mayor's Office of Housing and Community Development

| | True | False | |
|----|------|-------|---|
| | | | project. Asset Management Fees taken beyond pre-approved levels have been documented as required in response to question 7 in Section 4 - Narrative. |
| 22 | | | The calculation of cash flow in Worksheet 2 - Fiscal Activity accurately reflects all expenses incurred and income earned, and the proposed distribution of any Residual Receipts would be in accordance with all relevant agreements and policies. |
| 23 | | | The Waiting List that has been submitted with the 2018 Annual Monitoring Report is an accurate and correct record as of the last day of the reporting period of the households who have applied to live at the Project, including the name of the head-of-household (or a suitable alternative), date of application, number of people in the household, stated household income and desired unit size. |

Property and Liability Insurance

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

| Property Insu | Property Street Address: | , |
|------------------|--------------------------|----|
| | Policy Number: | |
| | Policy Effective Date: | ** |
| | Policy Expiration Date: | |
| Liability Insura | ance | |
| | Property Street Address: | |
| | Policy Number: | |
| | Policy Effective Date: | |
| | Policy Expiration Date: | |

Tax Certification

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

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

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

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

| Signature: | | Date: |
|------------|--------|-------|
| Name: | Title: | |

Annual Monitoring Report - Instructions - Reporting Year 2018 - Mayor's Office of Housing & Community Development

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

Updated 12/21/2018

1A. Property & Residents

Please follow the instructions provided on the worksheet.

1B. Transitional Programs Only

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

1C. Eviction Data

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

2. Fiscal Activity

Income and Expenses

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

INSTRUCTIONS:

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

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

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

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

Income

Rental Income

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

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

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

Vacancy Loss

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

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

Other Income

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

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

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

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

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

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

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

Expenses

Management

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

Salaries/Benefits

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

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

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

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

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

Administration

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

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

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

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

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

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

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

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

Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

Taxes and Licenses

- 6710 Real Estate Taxes. This account records payments made for real estate taxes of the project.
- 6711 Payroll Taxes (Project's Share). This account records the project's share of FICA and State and Federal Unemployment taxes.
- 6790 Miscellaneous Taxes, Licenses and Permits. This account records any taxes, licenses, permit fees or costs of insurance assessed to the property and not otherwise categorized in the 6700 Series.

Insurance

- 6720 Property and Liability Insurance. This account records the cost of project property and commercial general/auto liability insurance.
- 6721 Fidelity Bond Insurance. This account records the cost of insuring project employees who handle cash.
- 6722 Workers' Compensation. This account records the cost of workers' compensation insurance for project employees.
- 6724 Directors and Officers Liabilities Insurance. This account records the cost of insurance to cover financial protection for the directors and officers of the ownership entity in the event they are sued in conjunction with the performance of their duties as they relate to the property.

Maintenance and Repairs

- 6510 Payroll. This account records the salaries of project employees whose perform services including but not limited to janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating. This account does not include the property's share of payroll taxes (FICA and Unemployment) or other employee benefits paid by the property.
- 6515 Supplies. This account records all cost of supplies charged to the property for janitorial cleaning, exterminating, grounds, repairs and decorating.
- 6520 Contracts. This account records the cost of contracts the owner or agent executes with third parties on behalf of the property for janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating.
- 6525 Garbage and Trash Removal. This account records the cost of removing garbage and rubbish from the project. The account does not include salaries paid to janitors who collect the trash.
- 6530 Security Payroll/Contract. This account records the project's payroll costs attributable to the project or the project or the costs of a protection contract that the owner or agent executes on behalf of the project.
- 6546 HVAC Repairs and Maintenance. This account records the cost of repairing and maintaining heating or air conditioning equipment owned by the project. Agents should capitalize repairs of significant amounts which extend the useful life of the equipment.
- 6570 Vehicle and Maintenance Equipment Operation and Repairs. This account records the cost of operating and repairing project motor vehicles and maintenance equipment. Motor vehicle insurance is not included in this account but is charged to account 6720.
- 6590 Miscellaneous Operating and Maintenance Expenses. This account records the cost of maintenance and repairs not otherwise classified in the 6400 and 6500 account Series. If the project had miscellaneous operating and maintenance expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

Supportive Services

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

Reserve Account Activity

- 1320 Replacement Reserve Required Annual Deposits. This account records the required amount of deposits made to a segregated Replacement Reserve bank account from the project's Operating Account during the reporting period. See below for more guidance about data entry required for replacement reserve eligible expenditures.
- 1365 Operating Reserve Deposits. This account records amount of deposits made to a segregated Operating Reserve bank account from the project's Operating Account during the report period.
- XXXX Operating Reserve Account Withdrawals. Enter the total amount of withdrawals made from the Operating Reserve, which will be deposited into the project's Operating Account during the reporting period.
- 1330 Other Reserve Accounts Deposits. This account records amount of deposits made to segregated reserve bank accounts not identified above during the report period. Deposits are assumed to have been funded by the project's operating account and will decrease the surplus cash amount in row 136. You should provide the name of the account in cell D132.
- XXXX Other Reserve Accounts Withdrawals. This line is used to record the amount of withdrawals made from other segregated reserve bank accounts during the reporting period. Withdrawals entered are assumed to have been deposited into the project's operating account and will increase the surplus cash amount in row 136. You should provide the name of the account in cell D133.

3A. Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOHCD's funding agreements. Enter the data described below into the chart in Section 3a - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period. For vacant units and manager's units, you must supply data in columns D, E, P, R and T. All other columns should be left blank.

COLUMN DESCRIPTION

- C. Row Number. Do not enter data in this column.
- D Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property
- E. Unit Type. Use the drop down menu to select the unit type (also shown below):

Bed = (measurement for Group homes or transitional housing)

"SRO" = Single Room Occupancy unit

"Studio" = Studio unit

"1BR" = 1 Bedroom unit

"2BR" = 2 Bedroom unit

"3BR" = 3 Bedroom unit

"4BR" = 4 Bedroom unit

"5+BR" = 5 or more Bedroom unit

- F. Is the Unit Fully-Accessible or Adaptable? Use the drop down menu to indicate which
 - "Accessible Mobility" = The unit is fully-accessible for persons with mobility impairment.
 - "Accessible Communication" = The unit is fully-accessible for persons with visual and hearing impairment.
 - "Mobility & Communication" = The unit is fully-accessible for persons with mobility, visual and hearing impairment.
 - "Adaptable" = The unit was designed to be accessible, but some accessibility features may have been omitted or concealed.
 - "Not Accessible or Adaptable" = Not Accessible or Adaptable.
- Date of Initial Occupancy. Enter the date when the tenant occupied their first unit in the project. For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
- Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their first unit in the project. For tenants who have transferred to another unit in the project, this amount will be different than the amount from the rertification that was done when they moved into their current unit.
- Household Size at Initial Occupancy. Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.
- Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant
- Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.
- L. Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period.
- M. Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- N. Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- O. Overhoused or Overcrowded? The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.

- Overhoused or Overcrowded Narrative A household is "Overhoused" if there are fewer people residing in the unit than the minumum occupancy "Overcrowded" means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.
- Q. Is this Unit a HOPWA set-aside unit? (yes/no). "HOPWA set-aside" units are required when HOPWA capital funding is used to acquire, construct or rehab a project.
- Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.

P

T

- "RAD PBV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a RAD Project-Based Section 8 subsidy that will remain with the unit after the tenant moves out.
- "TPV" = As a result of a RAD (Rental Assistance Demonstration) conversion, the project unit comes with a HUD Tenant Protection Voucher subsidy to help prevent displacement and/or stabilize the property.
- "Section 8 Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.
- "Section 8 Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.
- "PRAC 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.
- "PRAC 811" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 811 program.
- "S+C" = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.
- "HOPWA" = The units is a HOPWA-designated unit under the project funding from the Housing Opportunities for People With AIDS program. While HOPWA is not a source of tenant-based assistance, if the tenant is receiving any other form of subsidy, please report on the amount of Rental Assistance on this worksheet and note the source of the Rental Assistance in the Narrative section of the AMR.
- "VASH" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.
- "LOSP" = The unit receives a subsidy through the City's Local Operating Subsidy Program.
- "DAH (DPH)" = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.
- "HSA Master Lease" = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.
- "MHSA" = The unit receives a subsidy under CA HCD's Mental Health Services Act.
- "HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.
- "Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.
- "Other" = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program.
- S. Amount of Rental Assistance. Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
 - Amount of Maximum Gross Rent Allowed for Unit. Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- U. Amount of Tenant Paid Rent for Unit. Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- V. Utility Allowance. If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- W. Household Rent Burden. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- X. Date of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.

- Amount of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- Z. Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE

3B. Demographic

Y.

The two ethnic categories are defined below:

- * Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

The 10 racial categories are defined below:

- American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Aslan. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- . Black or African American. A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- . White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
- American Indian or Alaska Native and Black or African American. A person having these multiple race heritages as defined above.
- · American Indian or Alaska Native and White. A person having these multiple race heritages as defined above.
- · Asian and White. A person having these multiple race heritages as defined above.
- · Black or African American and White. A person having these multiple race heritages as defined above
- Other/Multi-Racial. For reporting individual responses for a person that is not included in any of the categories listed above

Gender, Sex at Birth, and Sexual Orientation/Sexual Identity: on June 30, 2017, MOHCD published and distributed a Notice regarding new requirements to collect this demographic data. Click this cell to review the Notice if you have any questions about this.

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

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

Sexual Orientation / Sexual Identity. Provide into for the Head of Household. The 7 possible answers for Sexual Orientation / Sexual Identity are:

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

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

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

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

3C. Summary of Reported Household Demographics

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

4. Narrative

Please follow the instructions provided on the worksheet.

5. Project Financing

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

6. Services Funding

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

7. Supplementary Audit Information - Required by MOHCD

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

Completeness Tracker

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

Links to Relevant Policies

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

MOHCD Forms Page at SFMOHCD ORG

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

Program Income Overview

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

MOHCD Residual Receipt Policy

http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy % 2020 16.pdf in the control of the

MOHCD Insurance Requirements Policy

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

MOHCD Operating Fees Policy

http://sfmohcd.org/sltes/default/files/Documents/CURRENT % 20 Operating Fees Pokicy % 2020 16, pdf f

| | | ing Report - Property & Residents - Reporting Year 2018 - 's Office of Housing & Community Development |
|----|------------------|---|
| # | IDENTIFYING INFO | |
| 1 | | Reporting Period Start Date (m/d/yyyy) |
| 2 | | Reporting Period End Date (m/d/yyyy) |
| 3 | | Property Name (select from drop down) |
| 4 | | Property Full Street Address (e.g. "123 Main Street") |
| | CONTACT INFO | |
| 5 | | Sponsor Executive Director Name |
| 6 | | Phone Number |
| 7 | | E-mail |
| 8 | | Property Management Company |
| 9 | | Property Manager Name |
| 10 | | Phone Number |
| 11 | | E-mail |
| 12 | 344 | Property Supervisor Name |
| 13 | | Phone Number |
| 14 | | E-mail |
| 15 | | Property Owner Name |
| 16 | | Property Owner Contact Person |
| 17 | | Phone Number |
| 18 | | E-mail |
| 19 | | Asset Manager Name |
| 20 | | Phone Number |
| 21 | | E-mail |
| 22 | | AMR Preparer's Name |
| 23 | | Phone Number |
| 24 | | E-mail |

| | PROPERTY/MARKETING INFO | | | | | |
|----|---|--|--|--|---|---|
| 25 | - | | Treatment P or "no" from skip question | rogram, Shelter of the drop-down mons 26 through | or Transitional nenu to the left. 39 below, and | al Housing, Residential Group Home? (select "yes") If you answer "yes", continue with question '1B.TransitionalProg." |
| | What is the Unit Mix for the Property? Please | e in | clude any mana | ager's units in this ta | ally. | |
| | Unit Types | | Number Of Units | Occupancy Standard: Minimum HH Size for this Unit Type* | Occupancy Standard: Maximum HH Size for this Unit Type* | *Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan If not defined there, supply the standards used organization-wide. |
| 26 | Single Room Occupancy (SRO) Units | | | 1 | | |
| 27 | Studio Units | | | 1 | | |
| 28 | One-Bedroom (1BR) Units | | | 1 | | |
| 29 | Two-Bedroom (2BR) Units | | | | | |
| 30 | Three-Bedroom (3BR) Units | | | | | |
| 31 | Four-Bedroom (4BR) Units | | | | | |
| 32 | Five- or More (5+BR) Bedroom Units | | | | | |
| 33 | TOTAL # Units- | > | 0 | | | |
| 34 | | | during the re report here is | How many vaca porting period? (s not less than the on worksheet 3. | Be sure that the number of variation | e number you |
| | | Evictions - How many evictions occurred during the reporting year? (This data in this field is automatically calculated from the data that is entered on worksheet 1C. You must complete worksheet 1C, unless the project is transitional housing, a residential treatment program, a shelter or a transitional group home.) | | | | |
| 35 | O | | reporting year calculated for You must contransitional h | ar? (This data in om the data that omplete workshe lousing, a reside | this field is aul is entered on v et 1C, unless t ntial treatment | omatically vorksheet 1C. he project is |
| 35 | O | | reporting year calculated for You must contransitional his shelter or a to a vacant Unit vacant unit rehousehold must be period e | ar? (This data in om the data that omplete workshe cousing, a resider ransitional group. Rent-Up Time ent-up time. This noves out to whe xceeds 30 days, tive worksheet (| this field is aut is entered on viet 1C, unless to intial treatment o home.) (in DAYS) States the period for the unit is response you must answ | omatically vorksheet 1C. he project is program, a ate the average rom the time a ated again. If ver Question # 4 |
| | 0 | | reporting year calculated for You must contransitional in shelter or a total vacant Unit vacant unit or household must be period e on the Narral Narralive work. Waiting List waiting list? | ar? (This data in om the data that omplete workshe cousing, a resider ransitional group. Rent-Up Time ent-up time. This noves out to whe xceeds 30 days, tive worksheet (| this field is autis entered on wet 1C, unless that treatment to home.) (in DAYS) States the period for the unit is received must answer Click on # 4 all plicants are curbonal a copy of the | omatically vorksheet 1C. he project is program, a ate the average rom the time a ated again. If ver Question # 4 left to jump to |

| 39 | Affirmative Marketing - Did you conduct any marketing of the project during the reporting period? If you conducted marketing during the reporting period, you must answer Question #5 on the Narrative worksheet. (Click on #5 at left to jump to Narrative worksheet.) |
|----|---|
|----|---|

| 40 | | What is the date of the last Capital Needs Assessment? (m/d/yyyy) |
|----|----------|---|
| 41 | | What is the projected date of the next Capital Needs Assessment? (m/d/yyyy) |
| 42 | # 5 | How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open, unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet. (Click on #2 at left to jump to Narrative worksheet.) |
| 43 | | How many Health, Building or Housing Code Violations were open from <i>prior</i> years? |
| 44 | | How many Health, Building or Housing Code Violations were cleared in the reporting year? |
| 45 | € | Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #3 on the Narrative worksheet (Click on #3 at left to jump to Narrative worksheet.) |
| 46 | | If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.) |

| avail | dent Services: AN ANSWER IS REQUIRED FOR questions 51-61. Indicate below any services that were able to the residents free of charge, on site or at another designated location within 1/4 mile of the project. You also provide additional information about each of the marked services below on Worksheet "6.Services" |
|-------|---|
| 47 | ੂੰ ਲੂੰ After School Program/s (y/n) |
| 48 | Licensed Day Care Service (participant fees are allowable for 5 day care ONLY) (y/n) |
| 49 | ြီး Youth Program/s (y/n) |
| 50 | ୁଥ ଞ୍ଜ Educational Classes (e.g. basic skills, computer training, ଓ S ESL) (y/n) |
| 51 | ਦੂੰ ਲੂੰ Health and Wellness Services/Programs (y/n) |
| 52 | ^c ਨੂੰ Employment Services (y/n) |
| 53 | មិន្នី Case Management, Information and Referrals (y/n) |
| 54 | ೨ ೫ Benefits Assistance and Advocacy; Money Management; |
| 55 | മുള Support Groups, Social Events, Organized Tenant Activities ദ് ³ (y/n) |
| 56 | P S Other Service #1 - Please specifiy in column G. |
| 57 | င္ဗိ 👸 Other Service #2 - Please specifiy in column G. |

POPULATION SERVED

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

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

| | Target Po | pulation | Actual Popu | ulation |
|----|-----------|---------------------------------------|-------------|---------------------------------------|
| 58 | 0 | Families | 0 | Families |
| 59 | 0 | Persons with HIV/AIDS | 0 | Persons with HIV/AIDS |
| 60 | 0 | Housing for Homeless | 0 | Housing for Homeless |
| 61 | О | Mentally or Physically Disabled | 0 | Mentally or Physically Disabled |
| 62 | 0 | Senior Housing | 0 | Senior Housing |
| 63 | 0 | Substance Abuse | 0 | Substance Abuse |
| 64 | 0 | Domestic Violence Survivor | 0 | Domestic Violence Survivor |
| 65 | 0 | Veterans | 0 | Veterans |
| 66 | 0 | Formerly Incarcerated | 0 | Formerly Incarcerated |
| 67 | 0 | Transition- Aged Youth ("TAY") | 0 | Transition- Aged Youth ("TAY") |

Remember, SAVE YOUR WORK!

| | | | | | and the second s | A THE PARTY OF THE | yor's Office of Housing & Community Development |
|--|----------------|--|--|---|--|--|--|
| | f Address: | er What In I | the tornet | anacity of the | e nmiant? (All binn) | ha in this anation | oust be filled with a number of "0" or greater in order for the |
| | sheet to be o | | the target ca | apacity of the | s project? (All blan | ks in this section if | inst be tiled with a unitiper of in or disaster in order for the |
| TUTNE | A Num | B Num | C1 Num | C2 Num | D Nom | | |
| | Singles Not | Families | Adults in | Children in | of Beds | | |
| | in Families | | Families | Femilies | | | |
| | 1 | | | | | | |
| 1 | | | | | | | |
| | - | | | | | | |
| 2 | | | | | | | a) That Can Be Served |
| | | During O | perating Ye | er (All blank | ks in this section m | ust be filled with a | number of "0" or greater in order for the worksheet to be |
| omp | A Num | 8 Num | C1 Num | C2 Num | | | |
| | Singles Not | Families | Adults in | Children in | | | |
| | in Families | | Farreless | Families | - | | |
| 3 | - | | - | | Num on the first day | | |
| 5 | - | | | | Name and Address of the Owner, where the Owner, which is the Owner | ogram during the ope | |
| 6 | - | | | | THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER. | Singles and Familie gram during the oper | NAME OF TAXABLE PARTY O |
| 7 | 0 | 0 | 0 | 0 | | on the last day of the | |
| 8 | - | | | | Name and Address of the Owner, where the Owner, which is the O | | at day of the operating year |
| 9 | | | <-Capacity | Utilization Ra | te (by Household as | | |
| | | | | | | | 70 |
| the t | Cepacity Utili | zation Rate | la LESS than | 1 75% you mu | st respond to the fo | llowing: | |
| | T | | | - | T | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 10 | | | | | 1. Explain the reaso | n(s) why the capacity | utilization rate is as low as it is; and |
| | | | | | | | |
| | | | | | 1 | | |
| | | | | | | | |
| _ | - | | | | - | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 11 | | | | | 2 Describe plants to | raise the canacity ut | lization rate to at least 75%, with specific timeline. |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| engti | | | | | | | were in the project for the following lengths of time? (Total in cell H2 number of "0" or greater in order for the worksheet to be complete.) |
| 112.15 | | - III | | | Commo ne sea pecució | most be inter mer a | marities or a sir granter to send for the normal set in an additional. |
| 12 | | Less than 1 | | | I | | |
| 13 | | 1 to 2 month | | | 1 | | |
| 14 | | 3 - 6 months | | | 1 | | |
| 15 | | 7 months -12 | | | - | | |
| 16 | | 13 months - | | | - | | |
| 17 | | 25 months - | | | | | |
| 18 | D | TOTALFIR | i's that left ti | se program | | | |
| | ation; | For the 0 hos should match | useholds repo n total of cells | ried to have U H14 + I14. Al | EFT the program duri blanks in this section | ng the operating year must be filled with a | how many left for the following destinations? (Total in cell H53 number of "0" or greater in order for the worksheel to be complete.) |
| WEIRI | | | | | | | |
| 19 | | Rental - Ho- | 24 Of Anartm | ent (no exhairs | e) | | |
| 19 | | | | ent (no subsid) | n | - 5 | |
| | | Rental - Hou Public House Section 8 Vo | ng | ent (no subsid) | n | WENT . | |
| 19 | | Public House Section 8 Vo | ng ucher | ent (no subsid) or aparlment | 1 | MANENT | |
| 19 20 21 | | Public House Section 8 Vo | ng ucher lental - house | | 1 | ERMANENT | |
| 19 20 21 22 | | Public House Section 8 Vo Subsidized F Homeowners | ng ucher lental - house | or spartment | 7 | PERMANENT | |
| 19 20 21 22 23 | | Public House Section 8 Vo Subsidized F Homeowners Moved in wit | ng ucher lental - house ship | or spartment | 0 | | |
| 19 20 21 22 23 24 | | Public House Section 8 Vo Subsidized F Homeowners Moved in wit | ng ucher tental - house ship h family or fri | or spartment | 0 | # | |
| 19 20 21 22 23 24 | 0 | Public House Section 8 Vo Subsidized F Homsowners Moved in wit Permanen | ng ucher tental - house ship In family or fri Housing Su | or spartment | | # | |
| 19 20 21 22 23 24 25 | 0 | Public House Section 8 Vo Subsidized F Homsowners Moved in wit Permanen | ng ucher tental - house ship In family or fri Housing Su | or apartment ends (btotal | | # | |
| 19 20 21 22 23 24 25 | 0 | Public House Section 8 Vo Subsidized F Homsowners Moved in wit Permanent | ng Lental - house thip In family or fri Housing Su Housing for he | or aparlment ends (blotal omeless perso | na | # | |
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| 19 20 21 22 23 24 25 | 0 | Public Housi Section 8 Vo Subsidized F Homeowners Moved in wit Permanent Transitional (| ng Lental - house thip In family or fri Housing Su Housing for he | or spariment ends btotal omeless perso ends TEAPOF | na | # | |
| 19 20 21 22 23 24 25 26 | 0 | Public Housi Section 8 Vo Subeldized F Homeowners Moved in wit Permanens Transitional i Moved in wit | ng ucher tental - house thip h family or fri- t Housing Su Housing for he h family or fri- the family or fri- | or spariment ends btotal omeless perso ends TEAPOF | na | TRANSFITONAL | |
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| 19 20 21 22 23 24 25 25 26 27 29 29 30 31 32 33 34 | 0 | Public House Section 8 Vol Section 8 Vol Section 8 Vol Homeowners Moved in with Permanent Transitional I Moved in with Transitional I I Psychiatric h Inpatient alc Jail/Prison Medical Faci Arratifutions Emergency 5 | ng ucher tental house whip his family or fit in thousing for his Housing for his family or fit is obtained from the family of famil | or spartment ends btotal omeless perso ends TEMPOS ubtotal | na RARILY facility | PE | |
| 19 20 21 22 23 24 25 26 27 29 30 31 32 31 32 | 0 | Public House Section 8 Vo Subsidized 11 Homeowner Moved in wit Parmateren Transitional in Moved in wit Psychiatric in Inpatient alcolor Jail/Prison Medical Faci Institution Emergency 1 Places not m Emergency 2 Places not m | ng ucher tental house whip his family or fit in thousing for his Housing for his family or fit is obtained from the family of famil | or spariment ends bitatal omeless perso ends TEMPOF ubtotal trug treatment | na RARILY facility | TRANSFITONAL | |
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| 19 20 21 22 23 24 25 26 27 29 30 31 32 35 36 37 | 0 | Public House Section 8 Vo Subsidized 11 Homeowners Moved in with Parmarent Transitional in Moved in with Psychiatric in Inpatient alcident Jail/Prison Medical Faci Amatiguitous Emergency 5 Places not m Jaknown Other Subric Sub | ng ucher tental house whip his amily or fit housing for hi Housing for hi family or fit all fouring 30 ospilal shol or other of the should be shou | or spaniment ands bitotal bitotal omeless person and TEMPOF subtotal drug treatment an habitation | na RARILY facility | PE | |

Annual Monitoring Report - Eviction Data - Reporting Year 2018 - Mayor's Office of Housing & Community Development

Project Address:

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

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

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

Number of households in the project who received Notices of Eviction during the reporting period for each of the following reasons:

| 21 | 0 | Total number of households who received Notices of Eviction |
|----|---------------|---|
| 20 | 2010 30 30108 | Unapproved Subtenant |
| 19 | | Substantial Rehabilitation |
| 18 | | Roommate Living in Same Unit |
| 17 | | Owner Move In |
| 16 | | Other |
| 15 | | Nuisance |
| 14 | | Non-payment of Rent |
| 13 | 17 | Lead Remediation |
| 12 | | likegal Use of Unit |
| 11 | | Habitual Late Payment of Rent |
| 10 | | Good Samartan Tenancy Ends |
| 9 | | Failure to Sign Lease Renewal |
| 8 | | Elis Act Withdrawal |
| 7 | | Development Agreement |
| 6 | 700 | Denial of Access to Unit |
| 5 | | Demoliton |
| 4 | | Condo Conversion |
| 3 | | Capital Improvement |
| 2 | | Breach of Lease Agreement |

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

| 22 | | Breach of Lease Agreement |
|----|---|---|
| 23 | | Capital Improvement |
| 24 | | Condo Conversion |
| 25 | | Demolition |
| 26 | | Denial of Access to Unit |
| 27 | | Development Agraement |
| 26 | | Elis Act Withdrawal |
| 29 | | Failure to Sign Lease Renewal |
| 30 | | Good Samaritan Tenancy Ends |
| 31 | | Habitual Late Payment of Rent |
| 32 | | Illegal Use of Unit |
| 33 | | Lead Remediation |
| 34 | | Non-payment of Rent |
| 35 | | Nuisance |
| 36 | | Other |
| 37 | | Owner Move In |
| 38 | | Roommate Living in Same Unit |
| 39 | | Substantial Rehabilitation |
| 40 | | Unapproved Subtenant · |
| 41 | 0 | Total number of unlawful detainer actions filed |

Number of households evicted from the project during the reporting period for the each of the following reasons:

(If more than one reason applies to a household, report only the primary reason.) You MUST enswer every question (i.e., enter zero if applicable).

| 42 | Breach of Lease Agreement |
|----|---|
| 43 | Capital Improvement |
| 44 | Condo Conversion |
| 45 | Demolition |
| 48 | Denial of Access to Unit |
| 47 | Development Agreement |
| 48 | Ellis Act Withdrawal |
| 49 | Failure to Sign Lease Renewal |
| 50 | Good Samanian Tenancy Ends |
| 51 | (Habitual Late Payment of Rent |
| 52 | illegal Use of Unit |
| 53 | Lead Remediation |
| 54 | Non-payment of Rent |
| 55 | Nusance |
| 58 | Other |
| 57 | Owner Move In |
| 58 | Roommate Living in Same Unit |
| 59 | Substantial Rehabilitation |
| 60 | Unapproved Subtenant |
| 01 | g Total number of households evicted (total also used to answer question #35 on Worksheet 1A) |

| | Annual Moretering Report - Fiscal Activity - Reporting Year 30 | 18 - Mayor's Office | of Housing & C | ommunity Developm | sont |
|--|---|---------------------------------------|------------------------|-------------------------------------|----------------|
| 10 0000000 | I Printer | TRAME BY | TALKE | 2012/18/19 | 275 |
| et . | 12 Booth Superi Pari | | 54/1488 | les the | History |
| 4 130 | Number at Urms | Accept | | 1 | |
| 20 100 | Branches of Server Assessed | Number | Bentuma | Non-Residentiful | Total |
| 71 | | | W. March St. | | |
| T Beetst I | and the same of th | | | | |
| | Links - Gross Potential Tonard Ronts | 5120 | | | |
| Westings A | lessifiance Phymenics (stantify ALL sources in rev. beton if applicable including | 3120 | | E 12 | |
| 24 LOSP N | | 5121 | | | |
| a. | Source's | | | | |
| (III Common | real Lind Branks | 9140 | | | |
| 27 | sub-date Grove Reetal Resear | | 90.00 | 80.00 | |
| 10 V40 404 | Land - parter principally on in guitan manufactur | | | | |
| | | | | Manufactural V.A.s | |
| 19 | LOOP CONTRACTOR OF THE CONTRAC | \$230 | | Residented Visco Reference (18%) | |
| | | | | | |
| 10 Common | contract frances to | 5240 | 10 to | 94.96 | - 92 |
| RE . | | - | | | |
| 13 | MET PERFORM SHOOM | | 90.00 | 84.00 | |
| 15 Other in | also a second | | | | 3200 |
| | and Penang Spaces | 9170 | | | |
| 37 Mucoto | nears from Meanu on Bondeas Income. Do not polar population services income FR is backed in a | 5190 | | | |
| 1490/01010 | Budget and Not appropriate por MOHCO bean terms to be included in Residual Calculation. | 5300 | | | |
| 16 | Businestive Services Income Searcets resettly program source(s) if applicable | 5 4 3 | | | |
| The state of the s | recome: Project Operations (From Operating Account Only) | \$400 | | | |
| - | and Vending | \$913 | | | |
| Li Grant C | Darget | 1630 | | | |
| 1 Clive In | Parties Street Section | 1040 | Bit 640 | 80.00 | - |
| 7 | and the state of t | | | po adj | |
| | TOTAL INCOME RECEIVE | | | | |
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| o decided | 1 le testi | T. Breeze | | THE PERSON NAMED IN | 1-91 |
| Mercuier. | Description of Expense Assesses | Note: | Residential | Dan Registrated | Total |
| 2 Manager | | 8920 | | | |
| Above to 5 Fee Pale | he Love" Accest Management Foo (amount allowable may be lareled see Azent Mg | | | | |
| 4 | pub-most Management Express | c I | 50.00 | \$6.00 | bi |
| | dieta. | | | | |
| B ORLO BA | | 8018 | | | STILL SO |
| T Manager | | 400 | | | THE . |
| 100000 | o Bonolins, Hospith Industrica & Charactery Insurances | 4125 | | - 1 | - |
| | o Bonellis Hetmorrant & Other Savary/Bonelli Esponses | T result | | | |
| il agrand | nature floor fines (Int.) | 8911 | 50 10 | 14.44 | - 94 |
| | | | | | |
| is discovery of Other Co | ng and Marketing | 6210 | | | |
| S Chine St | | 6317 | | | |
| | group Property | 8340 | | | 0.000 |
| Audit Co | mane | 8290 8251 | | | |
| 6 flanc Dob | prophosouring Services | 6370 | | | |
| 6 - MIR. | NASC THE WIND CONTROL (SECTION) | 6390 | - | | OTTE ! |
| 7 MERCHA | and notice deposits all the Engages | | 36 86 | pr ou | |
| 1 Euctron | | 6490 | | | |
| d Hitelan | | 6431 | | | |
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| - | andr looke Village Supermo | 713 | 96.60 | \$4 to | 14 |
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| Total East | | 6710 | | - | |
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| | end Interace | 6721 | | | |
| | Companies | 6722 | | | |
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| | to the state of th | | B 46 | HH | - 10 |
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| - | t they maked. If you'd i = fure the second amount to be supplied to second the association in | THE OWNER WHEN | - 10 213 Bass III (ag | | 1000 |
| Payred | | 8510 | | | 700 |
| Supplies | | 0515 | | | |
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| TO 800 LE /S | Paymet Contract | 65.10 | | - 6 | |
| | pers and Martenance | 8546 | | | 1 |
| | nd Marhenance Equament Oppresson and Repairs | 69.79 | | | |
| vision to | Cas Display and the transparation that the transparation of the case of the ca | 6580 | | - 1 | |
| Sept. | And Street Hammingson a Repair Expenses for Streets in the control of the control | I | 91.00 | \$6.00 | 10 |
| Stratus or | tall and the state of the state | 96-80 | | | |
| | SUB-TOTAL OPERATING EXPENSES | | W 10 | \$6.00 | 34 |
| CMPH . | tuntenutes Repairs/Improvements objetts for payment by Replacement | 1 | | | |
| Reserve and are a | If copified abotic mone enterted in ormating for Maintenance & Reposit, section about register the previous by the Replacement Researce passes are declars in more declared to the Replacement Researce Supplied Exemptions before language from the 20°2. Amounts in F21E-213 will be belied to cell F102 and noticed out from operating expansions. | | 30 86 | E SE | 177 |
| Hon-Cap Reserve. Martene | that blantomance Repair Caponeur etigible for payment by Replacement. City onler employs hore Ethy same individed in progress entered for not & Repairs section altern and valid in entigend by Replacement Response | | | | |
| y Ampunt o | all be nated and their secretary expenses. Exter as positive number | - | | | |
| - | TOTAL OPPRATISO CUPENIES | | 20.00 | pe m | |
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| | | Stand Maritaring Agency/ Statement | | | |
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| Oregona Men | starting Floo | 1 | | | 30 |
| | sant Reserve Required Annual Deposit (Source is Operating Account) Enter as | 9992 | | | 90 |
| | pPRod | 1320 | | | |

| | | 0 | 1 | | - 1 |
|-------|---|-----------------|-------------------|--------------------|---------------|
| 15 | Armuel Monitoring Report - Fiscal Activity - Reporting Year 2018 | · Mayor's Offic | e of Housing & Co | merapaty Developme | ret . |
| | Descripting Prosonus Assourt: Virthdrowsto, (For gaposite to Oswroting Assourt.) Enter as prodition haptgain | | | | 8 0 08 |
| | Other Respond Reserve Account Decembs (Source is Commissing Account Enter as previous mumber: Identify reserve occupint in new cold (1300) | | | | 80 00 |
| | Other Required Reserve Account W/Midronals (File deposit to Operating account Enter as positive functor libertify account it leaf sol | | | | 90 00 |
| 113 | Bub-Askal Brownd Looks Bank Bunkfland Fourthecovins | | M 10 | \$6.00[| 94 54 |
| 116 | TOTAL OPERATING REPUBLIS Reserved C. Sale Boot Sand Fred | | \$0.00 | 5a 10 | \$0.00 |
| 117 | | April Worte | Bestdented | Bion-Recoldended | Total |
| 1 B | I. TOTAL INCOME RECEIVED: | 1 | 100 mil | 98 (6) | 90-00 |
| 1 tin | 3. TOTAL OPERATING EXPENSES: | | 90 900 | \$4.00 | \$6-00 |
| Uni | 1 MET OPERATING INCOME: | | 100,000 | \$4.00 | 39.00 |

| | Annual Montering Report - Fracal Activity - Reporting Year 201 | 8 - Mayor's Offic | of Housing & Co | envirually Develope | nent |
|-------|--|---|--|--|--|
| 3 | | 20 - 10000 2000 2000 | | | |
| | | Marko & Lander Designific Cities Add Food | 22.5 | 4 | SECTION ! |
| 177 | Debt Service (Przecipal and Interest) Londorf - Przecipal Poud (przysio tomare name to the regis) | - 70 | - Bristopi | Birth Control | Tend |
| 124 | | A TRANSPORT | | | |
| 125 | Citizer Amount (entertied to the right) | | | | |
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| 127 | marrar Pyd | 2 | | | - 1 |
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| 125 | (county Paul | ESTEROPHICA | | | W. |
| 121 | Other Ameunt (describe to the HgPC) | | 00.0 | | 6.7 |
| 112 | Landard Principal Paul (priyada landar harra la the right) | | | | |
| 122 | | | | | |
| 134 | Citive Avegant Ideacras to the Hights | | 50.00 | 54.90 | 90.00 |
| 1 26 | Yotal Deln Jerme Psyments | | 99.80 | | - |
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| 190 | Commence of the Commence of th | | | | |
| 1 | Il pamoint fire Burphus Cabb abless to engative: — you the stift provides a detailed explanation to question 40 on the Stavettes variables — you would MDT supply data for any of the finish the Hean of Supplys Cash before | | Galax | ad Names a contro | 0.00 |
| 130 | - you must MST supply data for any of the fields for Heat of Suspine Cash below | | (3) | | |
| 140 | | | | | 34.60 |
| -1 | Detribution of Surplus Cosh-Residuel Recepts – phagenne Required j in the so distribution of Surplus Cosh that accurately reflects the requirements under all ACHC agreements that govern Please archute the cathustan instructiony applicable armus | ecro buttour process p D'agramments as er | rovide a detailed na el as the requeselve | retive survivory of allo ds of other funders are | nv-able d arry caller |
| 1 | agreements that govern. Please enclude the patchadon inathoxistay, applicable projects. 143-163, sensot the distribution promity for each of the uses of poet flow-tuping it gen a | ercreams at Fo | proposed distribute | n anounts entered in | epiumo / rows |
| 41 | agrammans or other factor agreements, enter MA in the best before. | COCHETTY II GOOD | administer of the benefit of | States of settle Genderated As- | |
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| 4 | Part Balance observed by 1980 annual paper Service Cost total P1983 is prostless | - | | | |

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| 19 | # Annual Marstering Report - Fiscal Activity - Reporting Year 201 | D Manage Office | | norma metta Parantana | |
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| 37n | CONTRACTOR BELLEVINE EXPASS intro-labored for any specimens expany for a register prater | tary output for - 1 | The Real Property lies | . 14.71 | |
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| 162 | Actual Assess Corporat (1901) eds. Laver Insur page 1 account number 1365 Interest Earned: Annual Withdrawal Annual (error or regains number) | \$0.00 | 1 | 141 | Helpa ! |
| 187 | Annual Williamed Amount (error so regains number) | | | | |
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| | project will remedy the shorthall in the adjacent will | | 1 | | |
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| 15A | The state of the s | in per instal | | | |
| | Maximum Required Balance | | -Vall | | |
| 191 | Beginning Basins o | | | | |
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| 197 | Internet Served: Annual Yothidrania Amount (order as ruggines number) | | | | |
| 194 | | 30 0 | 15 | | |
| | Binding Balance identified cod - calculated) Required Anticed Deposit - and cold - sanctified page 1 account number \$120) | 1 | | | |
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| | Annual Monitoring Report - Demographic Information - Reporting Year 2018 - | | 1 18 F 1 6 | TF 5 |
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| | Mayor's Office of Housing & Community Development | | MEA To | |
| Project Address: | Data supplied on this worksheet must be from the rent roll of the last month of the reporting period that was entered on worksheet 1A. | 1/0/1900 | # Units: | 0 |
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- Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Perfod
 Select one Ethnicity category for the head of household. If unknown, manager's or vacant unit, select "Not Reported".
 Select one Race category for the head of household. If unknown, manager's or vacant unit, select "Not Reported"
 Select one Race category for the head of household. If unknown, manager's or vacant unit, select "Not Reported" should be used to categorize a head of household's race if it is listed as
 Latinofrispanic. In these cases, the person's othericity would be sixted as Latinofrispanic and his/her race would be fisted as "Not Reported"
 Select one Gender and one Sezual Orientation/destity category for the head of household. If unknown, manager's or vacant unit, select "Question Not Asked". See the Instructions worksheet for a link to additional into about the City ordinance that requires collection of this data beginning in 2017.

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| nv Num | Unit No. | Unit Type (Bed / SRO / Studio / 1BR / 2BR / 3BR / 4BR / 5+BR) | Household Size (number) as at Most Recent Recentification WITHIN REPORTING PERIOD | Date of INITIAL OCCUPANCY | Ethnicity (select from drop down menu) | Race (select from drop down menu) | Gender (select from drop down menu) for Occupancies AFTER \$/30/2017 | Sexual Orientation / Sexual Identity (select from drop down menu) for Occupancies AFT ER #J30/2017 | Elderly House- hold (yes/no) | Number of Children under Age 18 in HH | Disability (select one) |
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| 24 | 1 | | | | | * | | | | | |
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| 27 | | | | | | | | V-010-210 | | | |
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| 33 | | | | | | | | | | | |
| 34 | | - | | | | | | | | | |
| 35 | | - | | | | | | | | | |
| 36 | | - | | | | | | | | | |

Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2018 - Mayor's Office of Housing & Community Development

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

Household Size

| # Reported Households | % of Total |
|--------------------------|---|
| 0 | |
| 0 | |
| 0 | |
| D | |
| 0 | |
| 0 | |
| 0 | |
| 0 | |
| 0 | |
| | Households 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 |

^{*}Excludes 0 unit(s) reported as manager's or vacant unit(s)

Head of Household Race/Ethnicity

| 3. La se accompany de la compa | s Reported Head of HH | % of Total |
|--|--------------------------|------------|
| Hispanic/Latino | 0 | |
| Not Hispanic/Latino | | |
| American Indian/Alaskan Native | 0 | |
| Asian | 0 | |
| Black/African American | 0 | |
| Native Hawaiian/Other Pacific Islander | 0 | |
| White | 0 | |
| American Indian/Alaskan Native and Black/African American | 0 | |
| American Indian/Alaskan Native and White | 0 | 2111 |
| Asian and White | 0 | |
| Black/African American and White | 0 | |
| Other/Multiracial | 0 | |
| Not Reported | 0 | |
| Total Head of Households | 0 | |

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

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

Other Household Demographics

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

| 7 | arget Population | Actual Population | | |
|---|---------------------------------|-------------------|------------------------------------|--|
| 0 | Families | 0 | Families | |
| 0 | Persons with HIV/AIDS | 0 | Persons with HIV/AIDS | |
| 0 | Housing for Homeless | 0 | Housing for Homeless | |
| 0 | Mentally or Physically Disabled | 0 | Mentally or Physically Disabled | |
| 0 | Senior Housing | 0 | Senior Housing | |
| 0 | Substance Abuse | 0 | Substance Abuse | |
| 0 | Domestic Violence Survivor | 0 | Domestic Violence Survivor | |
| D | Veterans | 0 | Veterans | |
| 0 | Formerly Incarcerated | 0 | Formerly Incarcerated | |
| 0 | Transition-Aged Youth | 0 | Transition-Aged Youth | |

Annual Monitoring Report - Narrative - Reporting Year 2018 - Mayor's Office of Housing & Community Development

Project Street Address:

Reporting Period - Start Date: 1/0/1900 Reporting Period - End Date: 1/0/1900

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

1. Explanations & Comments

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

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

| Violation or Citation # | Date Issued | Issued By | Description | Cleared? (y/n) |
|-------------------------|-------------|-----------|-------------|----------------|
| | | | | |
| | | | | |
| | : <u></u> | : | | |
| 3 | | | | |

(add additional rows as needed)

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

| Violation or Citation # | Date Cleared | Issued By | Description of Remedy |
|-------------------------|--------------|-----------|-----------------------|
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

(add additional rows as needed)

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

| 3. Major Repairs | |
|---|-----------------|
| Describe any major repair or replacement needs that have been identified as being required next 2 years, and any related plans to pay for whatever is needed. | l within the |
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| - 100 | |
| 4. Vacant Unit Rent-Up Time | |
| If the project had an average VACANT UNIT RENT-UP TIME greater than 30 days for que worksheet "1A.Prop&Residents," you must supply the following: | stion 36 on the |
| a. A description of the work done to analyze the cause/s of the high turnaround time, an what the identified causes are; and | d |
| b. A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and | ľ |
| A description of the plan to implement any remedies, including specific timelines for the implementation work. | |
| | *** |
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| Did you conduct any marketing of the project during the reporting period? If yes, please describe the marketing that was conducted, including a. when the marketing was conducted and how it was intended to reach populations least likely to apply for the project; b. any advertising, direct mailings, emailings and web postings that were done; and c. how many households were on the waiting list prior to the marketing and how many were on it after the marketing was completed. |
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| 6. Vacancy Rate |
| If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income Expense section of the worksheet "2.Fiscal," you must supply the following: |
| A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and |
| b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and |
| A description of the plan to implement any remedies, including specific timelines for the implementation work. |
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7. Miscellaneous Expenses: Administrative/Operating & Maintenance

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

| Misc. Admin Expenses | |] | | | | |
|--|---------------------------------------|------------------|-------------------------------|--|--|--|
| Expense Description | Amount | HUD Acct# | Notes | | | |
| Expense Description | Amount | Acct # | Notes | | | |
| · · · · · · · · · · · · · · · · · · · | | E., | | | | |
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| Tatali | 0.00 | | | | | |
| Total: Diff. from Fiscal Activity WS: | 0.00 | - | | | | |
| Dill. Ironi Piscal Activity Wo. | | J | | | | |
| Misc. Operating & Maintenance Ex | penses | 36 36 | | | | |
| | | HUD | | | | |
| Expense Description | Amount | Acct # | Notes | | | |
| · | | | | | | |
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| | · · · · · · · · · · · · · · · · · · · | | | | | |
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| | | | | | | |
| Total: | 0.00 | | | | | |
| | | | | | | |
| Diff. from Fiscal Activity WS: | | | | | | |
| 8. Negative Cash Flow | | | | | | |
| If the project had NEGATIVE CAS worksheet "2.Fiscal," you must sup | | own above from | the Income Expense section of | | | |
| A description of the work do identified causes are; and | ne to analyze the cause | s of the shortfa | I, and what the | | | |
| b. A description of the work done to identify remedies for the shortfall, and all viable remedies that have been identified; and | | | | | | |
| A description of the plan to implement any remedies, including specific timelines for the implementation work, | | | | | | |
| d. If the project has a Project-Based Section 8 Housing Assistance Payments (HAP) contract, please also supply the date of the last increase to the HAP contract, the date when the project will submit the next HAP contract rent increase, and any related comments about whether the project has been diligent in seeking annual increases to the HAP contract. | | | | | | |
| | , | | | | | |

Annual Monitoring Report - Project Financing - Reporting Year 2018 - Mayor's Office of Housing & Community Development

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

Project Address:

Current Project Financing

| Lien Order | Lender (and Loan Program if applicable) | Loan Amount | Interest Rate | Maturity Date | Repayment Terms | Monthly Debt Service Payment | Outstanding Principal Balance As Of End of Reporting Period | Accrued Interest As Of End of Prior Reporting Period |
|------------|---|-------------|---------------|---------------|-----------------|---------------------------------|--|--|
| 1 | | | | | | |] | |
| 2 | | | | | | | 1 | |
| 3 | | | | | | | | |
| - 4 | | - Liles | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
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| 10 | | | | | | | | |

| Annual Monitoring | Report - Services Fun | lina - Reportin | a Year 2018 | . Mayor's Office o | d Housing | & Community | Development |
|-------------------|-----------------------|-----------------|-------------|--------------------|-----------|-------------|-------------|
| | | | | | | | |

| Project Address | | | | | | |
|--------------------------|-----------------------|--|--------------------------------|--------------|------------------|----------------|
| Current Services Funding | | | | 2 | | |
| Service Type | Service Provider Name | Street Address where Service is Provided | Name of Funder of this Service | Grant Amount | Grant Start Date | Grant End Date |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | - | | | | |

Project Street Address:

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

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

Project Street Address:

Schedule of Operating Expenses For the Year Ended December 31, 1900

| | The state of the s | | |
|----------|--|-------|------------|
| | Management | Total | |
| 0320 | Management Fee | Y0- | \$0 |
| | "Above the Line" Asset Management Fee Total Management Expenses: | | \$0 \$0 |
| | Total Management Expenses. | | ΦU |
| | Salaries/Benefits | | |
| 6310 | Office Salaries | | \$0 |
| 6330 | Manager's Salary | | \$0 |
| 6723 | Employee Benefits: Health Insurance & Disability Insurance | | \$0 |
| | Employee Benefits: Retirement & Other Salary/Benefit Expenses | 3 | \$0 |
| 6331 | Administrative Rent Free Unit | | \$0 |
| | Total Salary/Benefit Expenses: | | \$0 |
| | Administration | | |
| 6210 | Advertising and Marketing | | \$0 |
| | Office Expenses | | \$0 |
| | Office Rent | | \$0 |
| | Legal Expense - Property | | \$0 |
| | Audit Expense | | \$0 |
| | Bookkeeping/Accounting Services | | \$0 |
| | Bad Debts | | \$0 |
| 6390 | Miscellaneous Administrative Expenses | | \$0 |
| | Total Administrative Expenses: | | \$0 |
| | | | |
| | Utilities | | |
| | Electricity | | \$0 |
| - Tan-19 | Water | | \$0 |
| 6452 | | | \$0 |
| 6453 | Sewer | | \$0 |
| | Total Utilities Expenses: | | \$0 |
| | Taxes and Licenses | | |
| 6710 | Real Estate Taxes | 3 | \$0 |
| 6711 | Payroll taxes | | \$0 |
| | Miscellaneous Taxes, Licenses, and Permits | | \$0 |
| | Total Taxes and Licenses Expenses: | | \$0 |
| | Incurance | | |
| 6720 | Insurance Property and Liebility Insurance | | en. |
| | Property and Liability Insurance | | \$0 50 |
| | Fidelity Bond Insurance | | \$0 60 |
| | Workers' Compensation Directors & Officers Liabilities Insurance | | \$0 |
| 0124 | | | \$0 |
| | Total Insurance Expenses: | | \$0 |

Schedule of Operating Expenses For the Year Ended December 31, 1900

| Maintenance and Repairs | 7 | otal |
|--|--|------------|
| 6510 Payroll | | \$0 |
| 6515 Supplies | | \$0 |
| 6520 Contracts | | \$0 |
| 6525 Garbage and Trash Removal | | \$0 |
| 6530 Security Payroll/Contract | | \$0 |
| 6546 HVAC Repairs and Maintenance | 3 | \$0 |
| 6570 Vehicle and Maintenance Equipment (| | \$0 \$0 |
| 6590 Miscellaneous Operating and Mainten | tenance and Repairs Expenses | \$0 |
| Total Main | terialice and repairs Expenses. | 40 |
| 6900 Supportive Services | | \$0 |
| Capital and Non-Capital Expenditures | to be | |
| Reimbursed from Replacement Reser | ve | \$0 |
| | Total Operating Expenses: | \$0 |
| | W 12 12 42 49 40 40 40 40 40 40 40 40 40 40 40 40 40 | |
| Financial Expenses | Lacron as salls blank Cotos "O" if santisable | |
| 6820 Interest on Mortgage (or Bonds) Paya | Leave no cells blank. Enter "0" if applicable. | |
| 6825 Interest on Other Mortgages | Die | |
| 6830 Interest on Notes Payable (Long Term | n) | |
| 6840 Interest on Notes Payable (Short Term | | |
| 6850 Mortgage Insurance Premium/Service | | |
| 6890 Miscellaneous Financial Expenses | | |
| • | Total Financial Expenses: | \$0 |
| 6000 Total Cost of O | perations before Depreciation: | \$0 |
| 5060 | Operating Profit (Loss): | \$0 |
| | | |
| Depreciation & Amortization Expen | ses | |
| Enter amounts in yellow highlighted cells. | Leave no cells blank. Enter "0" if applicable. | |
| 6600 Depreciation Expense | | |
| 6610 Amortization Expense | | |
| Operating Profit (Loss) after | Deprecieation & Amortization: | \$0 |
| Net Entity Expenses | | |
| the right. | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | | |
| 7190 | Total Net Entity Expenses: | \$0 |
| 1 <u>1</u> 20 20 20 20 20 | | (2.25 |
| 3250 Change in Total Net Assets from Op Amount computed in cell E139 should | | \$0 |
| | | |

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

| | Total |
|---|----------------------|
| Operating Revenue | \$0 |
| Interest earned on restricted accounts | \$0 |
| Adjusted Operating Revenue | \$0 |
| Operating Expenses | \$0 |
| Net Operating Income | \$0 |
| | |
| Other Activity | *** |
| Ground Lease Base Rent | \$0 |
| Bond Monitoring Fee | \$0 |
| Mandatory Debt Service - Principal | \$0 |
| Mandatory Debt Service - Interest | \$0 |
| Mandatory Debt Service - Other Amount | \$0 |
| Deposits to Replacement Reserve Account | \$0 |
| Deposits to Operating Reserve Account | \$0 |
| Deposits to Other Restricted Accounts per Regulatory Agreement | \$0 |
| Withdrawals from Operating Reserve Account | \$0 |
| Withdrawals from Other Required Reserve Account | \$0 |
| Total Other Activity: | \$0 |
| Allocation of Non-Residential Surplus (LOSP only) | STORES OF STREET |
| Operating Cash Flow/Surplus Cash: | \$0 |
| | Total |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Cash Available for Residual Receipts Distribution: | \$0 |
| ENG 200 DB 1990 BY 1997 DB 6 | \$0 |
| Distribution of Residual Receipts | |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2 Fiscal Activity for payments to be p | |
| Distribution of Residual Receipts | paid |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2 Fiscal Activity for payments to be p | |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2 Fiscal Activity for payments to be p | paid |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2 Fiscal Activity for payments to be p | paid |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2 Fiscal Activity for payments to be p | paid |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2 Fiscal Activity for payments to be p | paid |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2 Fiscal Activity for payments to be p | paid |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be payment remaining residual receipts. Total Residual Receipts Distributions to Lenders: | paid Total \$0 |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be a with remaining residual receipts. Total Residual Receipts Distributions to Lenders: Proposed Owner Distribution | Total \$0 |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be payment remaining residual receipts. Total Residual Receipts Distributions to Lenders: | paid Total \$0 |
| Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. Fiscal Activity for payments to be a with remaining residual receipts. Total Residual Receipts Distributions to Lenders: Proposed Owner Distribution | Total \$0 |

Project Street Address:

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

| | Replacement Reserve | Operating Reserve |
|----------------------------|------------------------|----------------------|
| Balance, December 31, 1899 | \$0 | \$0 |
| Actual Annual Deposit | \$0 | \$0 |
| Interest Earned | \$0 | \$0 |
| Withdrawals | \$0 | \$0 |
| Balance, December 31, 1900 | \$0 | \$0 |

Annual Monitoring Report - Completeness Tracker - Reporting Year 2018 -Mayor's Office of Housing & Community Development

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

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

Project Address:

Submission instructions:

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

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

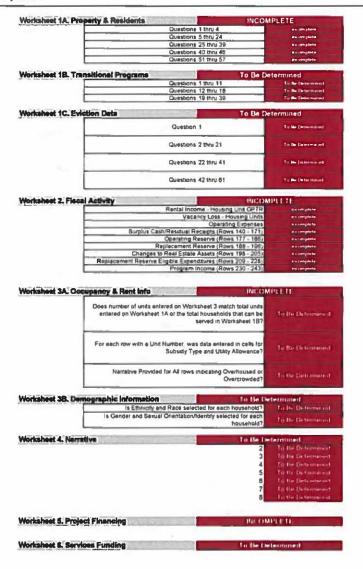


EXHIBIT H Tenant Selection Plan Policy - LOSP

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

Application Process

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

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

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

Reasonable Accommodation and Modification Policy

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

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

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

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

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

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

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

Notice of Denial and Appeal Process

- The housing provider shall:
 - o Hold a comparable unit for the household during the entire appeal process.

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

EXHIBIT I Tenant Screening Criteria Policy - LOSP

The City expects that housing providers will use maximum feasible efforts to ensure that those individuals and families who are referred are accepted for occupancy in a timely fashion. To that end, the City has adopted the following screening criteria for applicants with a criminal record. If a problem arises in the application and screening process that may cause unreasonable delay in screening outcome, the housing provider should immediately notify the referring agency and HSH to assist with an expeditious resolution.

The screening criteria and considerations outlined below encourage providers to "screen in" rather than "screen out" applicants. These requirements are also designed to satisfy the requirements of San Francisco Police Code Article 49, Sections 4901-4920 or the Fair Chance Ordinance. This policy describes a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

Screening Criteria

- Housing providers shall not automatically bar applicants who have a criminal record2 in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
 - o arrests that did not result in convictions, except for an open arrest warrant;
 - convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;3
 - o juvenile adjudications.
- Housing providers shall consider:
 - o the individual circumstances of each applicant; and
 - o the relationship between the offense, and
 - (1) the safety and security of other tenants, staff and/or the property; and
 - (2) mitigating circumstances such as those listed below.
 - o only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, HSH will assess the justification for a longer look-back period and determine whether an exception is warranted. In these exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.
 - o mitigating factors, including, but not limited to:

² The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

³ The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release "from all penalties and disabilities resulting from the offense."

- (1) the seriousness of the offense;
- (2) the age and/or circumstances of the applicant at the time of the offense;
- (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community
- (4) if the offense is related to acts of domestic violence committed against the applicant;
- (5) if the offense was related to a person's disability.