

File No. 210184

Committee Item No. 1

Board Item No. 15

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 21, 2021

Board of Supervisors Meeting

Date April 27, 2021

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

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Completed by: Linda Wong Date April 16, 2021

Completed by: Linda Wong Date April 23, 2021

AMENDED IN COMMITTEE  
04/21/2021

FILE NO. 210184

RESOLUTION NO.

1 [Small Business Emergency Relief Program - Retroactive - Not to Exceed \$7,300,000  
2 Funding/Loan Agreements - California Rebuilding Fund, LLC - Expected Amount \$4,200,000 -  
3 Funding/Grant Agreements - Kiva Microfunds - Expected Amount \$3,100,000]

4 **Resolution retroactively authorizing the establishment of a small business emergency**  
5 **financial relief program to be administered by the Office of Economic and Workforce**  
6 **Development (OEWD), and authorizing the Director of OEWD to enter into agreements**  
7 **not to exceed \$7,300,000, for terms beginning April 1, 2021, through June 30, 2027,**  
8 **including one or more funding/loan agreements with the California Rebuilding Fund,**  
9 **LLC in an expected amount of \$4,200,000 to facilitate the origination of loans to certain**  
10 **small businesses in the City but which may vary depending on available program terms**  
11 **and demand; and one or more funding/grant agreements with Kiva Microfunds in an**  
12 **expected amount of \$3,100,000 to provide monies for an interest buydown fund for**  
13 **loans facilitated by the California Rebuilding Fund to certain small businesses in the**  
14 **City but which may vary depending on available program terms and demand, and to**  
15 **take necessary actions in connection therewith.**

16  
17 WHEREAS, California Government Code Sections 8500 *et seq.*, San Francisco  
18 Charter Section 3.100(14) and Chapter 7 of the Administrative Code empower the Mayor to  
19 declare the existence of a local emergency, subject to the concurrence of the Board of  
20 Supervisors, in the case of emergency threatening the property, lives, or welfare of the City  
21 and County or its citizens; and

22 WHEREAS, On February 25, 2020, the Mayor issued a Proclamation (“Proclamation”)  
23 declaring a local emergency to exist within the City in connection with the imminent spread of  
24 the novel (new) coronavirus (“COVID-19”); and

1           WHEREAS, On March 3, 2020, the Board of Supervisors concurred with the Mayor’s  
2 Proclamation, including actions taken by the Mayor to meet the COVID-19 emergency; and

3           WHEREAS, On March 6, 2020, the Health Officer declared a local health emergency  
4 under Section 101080 of the California Health and Safety Code, and the Board of Supervisors  
5 concurred with that declaration on March 10, 2020; and

6           WHEREAS, On March 16, 2020, the Health Officer issued a stay safe at home order  
7 (Order No. C-19-07, and herein the “Stay Safer At Home Order”) requiring most City residents  
8 to remain in their homes except for travel to obtain essential supplies, and required the  
9 closure of nonessential businesses, and the Stay Safer At Home Order has been amended  
10 and modified to date; and

11           WHEREAS, The effects of the COVID-19 emergency continue to impose significant  
12 financial hardships on small businesses within the City, and will continue to do so until such  
13 time as City residents and individuals in the Bay Area are vaccinated; and

14           WHEREAS, On January 12, 2021, Mayor Breed announced her intention to establish a  
15 small business grant and low or zero interest loan program to provide financial support to local  
16 businesses to sustain such businesses until the business and economic environment returns  
17 to normal (“Program”); and

18           WHEREAS, It is intended that the Program consist of (i) microloans to small low-  
19 income businesses across the City, and (ii) loans to other small business across the City, in  
20 either case, complementing and expanding existing local, State, and Federal initiatives aimed  
21 at providing relief for small businesses struggling as a result of COVID-19; and

22           WHEREAS, The California Rebuilding Fund, LLC (“Rebuilding Fund”), a public-private  
23 partnership, was announced by Governor Newsom in November 2020 as a loan program to  
24 assist small businesses located in the State, particularly focused on certain small businesses  
25 (currently defined by Rebuilding Fund guidelines as businesses with fewer than 50 full-time

1 employees and less than \$2.5 million in annual revenues) located in economically  
2 disadvantaged and historically underbanked areas to provide access to capital and advisory  
3 services to support such businesses recover from the economic challenges arising from the  
4 COVID-19 emergency; and

5 WHEREAS, The Rebuilding Fund offers the City a unique opportunity to leverage  
6 funding from the State of California and private capital to reach as many small businesses as  
7 possible and is the only lending program backed by a \$37,500,000 anchor commitment from  
8 the State of California, as well as a \$50,000,000 guarantee allocation from the California  
9 Infrastructure and Economic Development Bank (IBank); and

10 WHEREAS, Kiva Microfunds (“Kiva”), a 501(c)(3) non-profit organization  
11 headquartered in San Francisco with a mission to expand financial access to help  
12 underserved communities by providing microloans to small businesses, is acting as the  
13 collateral agent and administrator to the Rebuilding Fund; and

14 WHEREAS, The Office of Employment and Workforce Development (“OEWD”) has  
15 identified the Rebuilding Fund as the only State program to leverage the City’s investment  
16 under the Program and expand the financial assistance to San Francisco small businesses  
17 adversely impacted by COVID-19, has indentified the Rebuilding Fund and Kiva as partners to  
18 facilitate lending to small business in the City for the purposes of the Program, and desires to  
19 enter into funding agreements to enable such organizations to provide loans to small  
20 businesses in the City; and

21 WHEREAS, Concurrently herewith this Board has adopted the related supplemental  
22 appropriation Ordinance No. 044-21 including \$7,600,000 for the FY2020-2021 in order to  
23 provide funds to support the Program; now, therefore, be it

24 RESOLVED, That the Board authorizes the Director of the Office of Economic and  
25 Workforce Development (“Director”) to establish and administer a loan and grant program to

1 assist small businesses located in the City, particularly targeted to small businesses located in  
2 economically disadvantaged and historically underbanked areas as determined by OEWD;  
3 and, be it

4 FURTHER RESOLVED, That the Director is hereby authorized to enter into one or  
5 more funding/loan agreements with the Rebuilding Fund in an expected amount of \$4,200,000  
6 and a term of up to five years to mirror the duration of the associated small business loans, in  
7 substantially the form submitted to the Board and on file with the Clerk in File No. 210184 to  
8 facilitate small business (defined herein with reference to the Rebuilding Fund guidelines, as  
9 may be amended from time to time, and which currently define “small business” as a business  
10 with fewer than 50 full-time employees and less than \$2.5 million in annual revenues and  
11 adversely impacted by the COVID-19 emergency) loan origination with certain community  
12 development financial institutions for small businesses located in the City; and, be it

13 FURTHER RESOLVED, That the Director is hereby also authorized to enter into one or  
14 more funding/grant and administration agreements with Kiva in an expected amount of  
15 \$3,100,000 and a term of up to five years to mirror the duration of the associated small  
16 business loans, to provide interest rate buydown fund to reduce the interest cost on certain  
17 loans originated or facilitated by the Rebuilding Fund to certain small business located in the  
18 City, and to provide other loan administration services for such small businesses; and, be it

19 FURTHER RESOLVED, That the Director is hereby urged to expeditiously cause such  
20 documents to be executed with Rebuilding Fund and Kiva, as applicable, to cause the  
21 origination of loans to small business in the City as soon as practicable; and, be it

22 FURTHER RESOLVED, That the Director shall submit report(s) to this Board as and  
23 when such reports are available regarding loans made to small businesses located in the City,  
24  
25

1 as provided by either the Rebuilding Fund or Kiva, including the aggregate amount of loans  
2 made for each loan type and average loan amount for each loan type; and, be it

3 FURTHER RESOLVED, That the Office of Economic and Workforce Development  
4 shall update the Board of Supervisors on loan demand and disbursement progress within 120  
5 days of launching the loan program to the public; and, be it

6 FURTHER RESOLVED, That within 30 days of the funding/loan/grant agreements and  
7 being fully-executed by all parties, the Office of Economic and Workforce Development shall  
8 provide the final funding/loan agreements and funding/grant agreements to the Clerk of the  
9 Board for inclusion into the official file.

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<p><b>Item 1</b>  <b>File 21-0184</b>  <i>(Continued from April 14, 2021)</i></p>	<p><b>Department:</b>                  Office of Economic &amp; Workforce Development (OEWD)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution authorizes the establishment of a small business emergency financial relief program to be administered by the Office of Economic and Workforce Development (OEWD). Under the proposed ordinance, the Director of OEWD would be authorized to enter into one or more agreements in an amount not-to-exceed \$7.3 million, including (a) \$4.2 million allocated to the California Rebuilding Fund, LLC to facilitate the origination of loans to certain small businesses in the City; and (b) \$3.1 million allocated to Kiva Capital Management, LLC to provide monies for an interest buy down fund for loans facilitated by the California Rebuilding Fund to certain small businesses in the City. According to the proposed resolution, the \$4,200,000 allocated to the California Rebuilding Fund and \$3,100,000 to Kiva Capital Management could vary, depending on available program terms and demand.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Board of Supervisors approved an ordinance on second reading on April 6, 2021, appropriating \$7.6 million in property tax revenues to OEWD for loans to support small businesses in San Francisco impacted by the COVID-19 pandemic.</li> <li>• Governor Newsom implemented the California Rebuilding Fund in November 2020 as a public-private partnership, providing loans of up to \$100,000 to small businesses. Initial funding for the loans came from a guarantee from the California Infrastructure and Economic Development Bank. The Fund is administered by Kiva Capital Management, and loans are distributed to small businesses through Community Development Financial Institutions.</li> <li>• The \$4.2 million allocation to the California Rebuilding Fund would be used to make loans to small businesses that are underserved by banks (and would leverage total available loan funds up to \$12 million).</li> <li>• The \$3.1 million allocation to Kiva would be used to make monthly interest payments on the loans received by small businesses in order to reduce the interest rate from the California Rebuilding Fund’s current fixed interest rate of 4.25 percent to approximately 0 percent.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The Board of Supervisors approved an ordinance on April 6, 2021, appropriating \$7.6 million in property tax revenues to OEWD to provide small business COVID-19 relief loans, which is the source of funds for the proposed loan agreement with the California Rebuilding Fund and the proposed grant agreement with Kiva.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Because the proposed loan program, including the associated loan agreement and grant agreement, is consistent with the Board of Supervisors’ appropriation of \$7.6 million, the Budget and Legislative Analyst recommends approval of the proposed resolution.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 1.101 states that all rights and powers of a City and County which are not vested in another officer or entity by this Charter shall be exercised by the Board of Supervisors.

## BACKGROUND

The Board of Supervisors approved an ordinance on second reading at the April 6, 2021 Board of Supervisors meeting, appropriating \$24.75 million in property tax revenues to the Office of Economic and Workforce Development (OEWD) for various programs to support small businesses in San Francisco impacted by the COVID-19 pandemic (File 21-0177). Of the \$24.75 million, \$7.6 million is allocated to loan programs.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the establishment of a small business emergency financial relief program to be administered by the Office of Economic and Workforce Development (OEWD). Under the proposed ordinance, the Director of OEWD would be authorized to enter into one or more agreements in an amount not-to-exceed \$7.3 million, including (a) \$4.2 million allocated to the California Rebuilding Fund, LLC to facilitate the origination of loans to certain small businesses in the City; and (b) \$3.1 million allocated to Kiva Capital Management, LLC to provide monies for an interest buy down fund for loans facilitated by the California Rebuilding Fund to certain small businesses in the City. According to the proposed resolution, the \$4,200,000 allocated to the California Rebuilding Fund and \$3,100,000 to Kiva Capital Management could vary, depending on available program terms and demand.

According to the proposed ordinance, the intent of the small business emergency financial relief program is to provide microloans to small low-income businesses across the City, and loans to other small business across the City. These loans are intended to complement and expand existing local, State, and Federal initiatives aimed at providing relief for small businesses struggling as a result of COVID-19.

### California Rebuilding Fund

Governor Newsom implemented the California Rebuilding Fund in November 2020 as a public-private partnership, providing loans of up to \$100,000 to small businesses. Initial funding for the loans came from a guarantee from the California Infrastructure and Economic Development Bank<sup>1</sup>. The Fund is administered by Kiva Capital Management, and loans are distributed to small businesses through Community Development Financial Institutions.<sup>2</sup> Loans provided to small businesses are to be paid back over three to five years at an annual interest rate of 4.25 percent.

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<sup>1</sup> The California Infrastructure and Economic Development Bank (IBank) was created in 1994 to finance public infrastructure and private development. IBank has broad authority to issue tax-exempt and taxable revenue bonds, provide financing to public agencies, provide credit enhancements, acquire or lease facilities, and leverage State and Federal funds.

<sup>2</sup> Community Development Financial Institutions (CDFIs) are specialized community based financial institutions with a primary mission to promote economic development by providing financial products and services to people and



**Kiva Capital Management**

Kiva Capital Management (Kiva) is a 501(c)(3) organization, established in 2005 and based in San Francisco, that provides microloans to businesses by linking the loan applicant to lenders. Once Kiva has reviewed and approved the loan application, the loan is posted to the Kiva system, and lenders crowd fund the loan in increments of \$25 or more.

**Loan Agreement**

The proposed loan agreement is between the City as lender and the California Rebuilding Fund, LLC, as borrower, which is a wholly owned subsidiary of Kiva Microfunds. Under the loan agreement, the City will lend \$2 million to the California Rebuilding Fund at an interest rate of 1.5 percent per year, which will serve as a source of funds for loans to small businesses, defined by the California Rebuilding Fund as businesses with fewer than 50 employees and annual revenues of less than \$2.5 million, that are located in historically underbanked and disadvantaged communities. The allocation of \$2 million to the California Rebuilding Fund is expected to leverage an additional \$12 million in loans to eligible small businesses in San Francisco. The loan agreement provides for the City to waive the California Rebuilding Fund's repayment of the \$2 million loan. While the proposed loan agreement is for \$2 million, the proposed resolution provides for an allocation of \$4.2 million in order to increase availability of loan funds through the California Rebuilding Fund as needed. As noted above, the amount allocated to the loan agreement could vary depending on available program terms and demand.

**Grant Agreement**

The proposed grant agreement in the amount of \$2.5 million is between the City and Kiva Microfunds,<sup>3</sup> in which Kiva Microfunds will administer a small business loan program to provide loans to small businesses impacted by COVID. The grant agreement is in effect from April 1, 2021 through June 30, 2027.

Funds allocated to Kiva Microfunds by the City through the grant agreement are to be used to pay monthly interest payments for up to five years on loans made to small businesses by the California Rebuilding Fund up to \$12 million, including \$2 million allocated by the City under the proposed loan agreement and \$10 million from other funds allocated by the California Rebuilding Fund. The intent is to reduce the interest owed by small businesses on loans obtained from the California Rebuilding Fund, which current carry a fixed interest rate of 4.25 percent. The more than six-year term of the proposed grant agreement is to correspond to the term of the loans obtained by small businesses from the California Rebuilding Fund, which are generally for five years

While the proposed grant agreement is for \$2.5 million, the proposed resolution provides for an allocation of \$3.1 million, which could vary depending on available program terms and demand.

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communities underserved by traditional financial institutions, particularly in low income communities. Community Development Financial Institutions in San Francisco include the Northern California Loan Fund, Pacific Community Ventures Investment Partners III, Pacific Community Ventures, Inc., TMC Development Working Solutions, and HomeBricks, Inc.

<sup>3</sup> Kiva Capital Management LLC is a wholly owned subsidiary of Kiva Microfunds, acting as an "impact-first asset manager, managing institutional-quality impact funds in underserved sectors."

**Reporting Requirements**

The proposed resolution provides for the OEWD Director to submit report(s) to this Board as and when such reports are available regarding loans made to small businesses located in the City, as provided by either the Rebuilding Fund or Kiva, including the aggregate amount of loans made for each loan type and average loan amount for each loan type.

**FISCAL IMPACT**

The Board of Supervisors approved an ordinance on April 6, 2021, appropriating \$7.6 million in property tax revenues to OEWD to provide small business COVID-19 relief loans, which is the source of funds for the proposed loan agreement with the California Rebuilding Fund and the proposed grant agreement with Kiva.

Because the proposed loan program, including the associated loan agreement and grant agreement, is consistent with the Board of Supervisors' appropriation of \$7.6 million, the Budget and Legislative Analyst recommends approval of the proposed resolution.

**RECOMMENDATION**

Approve the proposed resolution.

<b>Item 8</b> <b>File 21-0184</b>	<b>Department:</b> Office of Economic & Workforce Development (OEWD)
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution authorizes (a) the establishment of a small business emergency financial relief program to be administered by the Office of Economic and Workforce Development (OEWD); (b) a loan agreement with the California Rebuilding Fund, LLC in an amount not to exceed \$2 million; and (c) a grant agreement with Kiva Capital Management, LLC (Kiva) in an amount not to exceed \$1.4 million.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Board of Supervisors approved an ordinance on second reading on April 6, 2021, appropriating \$7.6 million in property tax revenues to OEWD for loans to support small businesses in San Francisco impacted by the COVID-19 pandemic.</li> <li>• The \$2 million allocation to the California Rebuilding Fund would be used to make loans to small businesses that are underserved by banks (and would leverage total available loan funds up to \$12 million). The \$1.4 million allocation to Kiva would be used to make monthly interest payments on the loans received by small businesses in order to reduce the interest rate from the California Rebuilding Fund’s current fixed interest rate of 4.25 percent to approximately 0 percent.</li> <li>• The proposed grant agreement between the City and Kiva is for \$2.5 million. OEWD in consultation with the California Rebuilding Fund has determined that \$1.4 million, as specified in the proposed resolution, is not sufficient to reduce interest payments on loans up to \$12 million. OEWD intends to increase the amount allocated to the grant agreement from \$1.4 million to \$1.6 million, which is currently deemed sufficient to reduce interest payments on loans up to \$12 million. According to OEWD staff, the entire \$2.5 million may be required depending on market interest rates and availability of loan funds exceeding \$12 million.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• Of the \$7.6 million appropriated by the Board of Supervisors, \$3.4 million would be allocated to the proposed loan agreement (\$2.0 million) and grant agreement (\$1.4 million). According to OEWD staff, the balance of \$4.2 million could potentially be allocated to the California Rebuilding Fund loan program.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Because the proposed loan program, including the associated loan agreement and grant agreement, is consistent with the Board of Supervisors’ appropriation of \$7.6 million, the Budget and Legislative Analyst recommends approval of the proposed resolution.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 1.101 states that all rights and powers of a City and County which are not vested in another officer or entity by this Charter shall be exercised by the Board of Supervisors.

## BACKGROUND

The Board of Supervisors approved an ordinance on second reading at the April 6, 2021 Board of Supervisors meeting, appropriating \$24.75 million in property tax revenues to the Office of Economic and Workforce Development (OEWD) for various programs to support small businesses in San Francisco impacted by the COVID-19 pandemic (File 21-0177). Of the \$24.75 million, \$7.6 million is allocated to loan programs.

OEWD implemented three loan programs, totaling \$14.6 million, between April 2020 and December 2020 to support small businesses in San Francisco.

- SF Hardship Emergency Loan Program (SF HELP) was implemented in April 2020, and has distributed \$8,715,927 of available funds of \$9,450,000 in zero-interest loans to 302 small businesses, with businesses receiving an average of \$28,765.
- African American Small Business Revolving Loan Fund was implemented in July 2020, and has distributed \$1,898,000 of available funds of \$2,700,000 in zero-interest loans to 42 small businesses, with an average loan amount of \$45,190 (with up to 20 percent of the loan amount forgivable).
- Latino Small Business Fund (SF HELP extension) was implemented in December 2020, and has distributed \$692,000 of available funds of \$2,475,000 in zero-interest loans to 22 small businesses, with an average loan amount of \$31,454.

In addition, the federal government established the following financial relief programs for small businesses administered by the U.S. Small Business Administration (SBA):

- The Paycheck Protection Program provides loans that help businesses retain their workforce during the Covid-19 pandemic. According to OEWD, \$3.2 billion was provided from March 2020 through December 2020 to 22,215 San Francisco businesses, with an average loan amount of \$145,009.
- Covid-19 Economic Injury Disaster Loans provide economic relief to small businesses and non-profit organizations that are currently experiencing a temporary loss of revenue. According to OEWD, \$936.8 million was provided from March 2020 through December 2020 to 15,012 San Francisco-based small businesses, self-employed individuals or sole proprietorships, or non-profits, with an average loan amount of \$62,400.
- The federal SBA also provides Express Bridge Loans to small businesses that currently have a business relationship with an SBA Express Lender to access up to \$25,000 quickly; debt relief to existing SBA loan borrowers during the Covid-19 pandemic; and Shuttered Venue Operators Grants for emergency assistance for eligible venues affected by the Covid-19 pandemic.

The State provides a California Small Business Covid-19 Relief Grant Program available to small businesses or non-profits operating in California, with a total of \$2 billion available statewide and grant awards ranging from \$5,000 to \$25,000.

### DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the establishment of a small business emergency financial relief program to be administered by the Office of Economic and Workforce Development (OEWD). Under the proposed ordinance, the Director of OEWD would be authorized to enter into one or more funding/loan agreements with (a) the California Rebuilding Fund, LLC in an amount not to exceed \$2,000,000 to facilitate the origination of loans to certain small businesses in the City; and (b) Kiva Capital Management, LLC in an amount not to exceed \$1,400,000 to provide monies for an interest buy down fund for loans facilitated by the California Rebuilding Fund to certain small businesses in the City.

According to the proposed ordinance, the intent of the small business emergency financial relief program is to provide microloans to small low-income businesses across the City, and loans to other small business across the City. These loans are intended to complement and expand existing local, State, and Federal initiatives aimed at providing relief for small businesses struggling as a result of COVID-19.

#### **California Rebuilding Fund**

Governor Newsom implemented the California Rebuilding Fund in November 2020 as a public-private partnership, providing loans of up to \$100,000 to small businesses. Initial funding for the loans came from a guarantee from the California Infrastructure and Economic Development Bank<sup>1</sup>. The Fund is administered by Kiva Capital Management, and loans are distributed to small businesses through Community Development Financial Institutions.<sup>2</sup> Loans provided to small businesses are to be paid back over three to five years at an annual interest rate of 4.25 percent.

#### **Kiva Capital Management**

Kiva Capital Management (Kiva) is a 501(c)(3) organization, established in 2005 and based in San Francisco, that provides microloans to businesses by linking the loan applicant to lenders. Once Kiva has reviewed and approved the loan application, the loan is posted to the Kiva system, and lenders crowd fund the loan in increments of \$25 or more.

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<sup>1</sup> The California Infrastructure and Economic Development Bank (IBank) was created in 1994 to finance public infrastructure and private development. IBank has broad authority to issue tax-exempt and taxable revenue bonds, provide financing to public agencies, provide credit enhancements, acquire or lease facilities, and leverage State and Federal funds.

<sup>2</sup> Community Development Financial Institutions (CDFIs) are specialized community based financial institutions with a primary mission to promote economic development by providing financial products and services to people and communities underserved by traditional financial institutions, particularly in low income communities. Community Development Financial Institutions in San Francisco include the Northern California Loan Fund, Pacific Community Ventures Investment Partners III, Pacific Community Ventures, Inc., TMC Development Working Solutions, and HomeBricks, Inc.

**Loan Agreement**

The proposed loan agreement is between the City as lender and the California Rebuilding Fund, LLC, as borrower, which is a wholly owned subsidiary of Kiva Microfunds. Under the loan agreement, the City will lend \$2 million to the California Rebuilding Fund at an interest rate of 1.5 percent per year, which will serve as a source of funds for loans to small businesses, defined by the California Rebuilding Fund as businesses with fewer than 50 employees and annual revenues of less than \$2.5 million, that are located in historically underbanked and disadvantaged communities. The loan agreement provides for the City to waive the California Rebuilding Fund's repayment of the \$2 million loan.

**Grant Agreement**

The proposed grant agreement is between the City and Kiva Microfunds,<sup>3</sup> in which Kiva Microfunds will administer a small business loan program to provide loans to small businesses impacted by COVID. The grant agreement is in effect from April 1, 2021 through June 30, 2027.

Funds allocated to Kiva Microfunds by the City through the grant agreement are to be used to pay monthly interest payments for up to five years on loans made to small businesses by the California Rebuilding Fund up to \$12 million, including \$2 million allocated by the City under the proposed loan agreement and \$10 million from other funds allocated by the California Rebuilding Fund. The intent is to reduce the interest owed by small businesses on loans obtained from the California Rebuilding Fund, which current carry a fixed interest rate of 4.25 percent. The more than six-year term of the proposed grant agreement is to correspond to the term of the loans obtained by small businesses from the California Rebuilding Fund, which are generally for five years.

The grant agreement provides for an allocation of \$2.5 million to Kiva Microfunds, although the proposed resolution specifies that the amount of the grant to Kiva is \$1.4 million. According to OEWD staff, OEWD in consultation with the California Rebuilding Fund has determined that \$1.4 million, as specified in the proposed resolution, is not sufficient to reduce interest payments on loans up to \$12 million in loans from the current fixed interest rate of 4.25 percent to an estimated fixed interest rate of approximately 0 percent.<sup>4</sup> OEWD intends to increase the amount allocated to the grant agreement from \$1.4 million to \$1.6 million, which is currently deemed sufficient to reduce interest payments on loans up to \$12 million. According to OEWD staff, the entire \$2.5 million may be required depending on market interest rates and availability of loan funds exceeding \$12 million.

**Reporting Requirements**

The proposed resolution provides for the OEWD Director to submit report(s) to this Board as and when such reports are available regarding loans made to small businesses located in the City, as

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<sup>3</sup> Kiva Capital Management LLC is a wholly owned subsidiary of Kiva Microfunds, acting as an "impact-first asset manager, managing institutional-quality impact funds in underserved sectors."

<sup>4</sup> According to OEWD staff, the \$1.4 million allocation to reduce interest rates was based on loan amounts up to \$10 million. To reduce interest rates on loans up to \$12 million requires an allocation of \$1 million.

provided by either the Rebuilding Fund or Kiva, including the aggregate amount of loans made for each loan type and average loan amount for each loan type.

### **FISCAL IMPACT**

The Board of Supervisors approved an ordinance on April 6, 2021, appropriating \$7.6 million in property tax revenues to OEWD to provide small business COVID-19 relief loans, which is the source of funds for the \$2 million loan agreement between the City and the California Relief Fund, and \$1.4 million grant agreement between the City and Kiva, totaling \$3.4 million in funds. According to OEWD staff, the balance of \$4.2 million could potentially be allocated to the California Rebuilding Fund loan program.

Because the proposed loan program, including the associated loan agreement and grant agreement, is consistent with the Board of Supervisors' appropriation of \$7.6 million, the Budget and Legislative Analyst recommends approval of the proposed resolution.

### **RECOMMENDATION**

Approve the proposed resolution.

## LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”), dated as of [April 1, 2021], is entered into by and between the City and County of San Francisco, a political subdivision of the State of California (the “**City**”) and California Rebuilding Fund, LLC, a Delaware public benefit limited liability company (“**Borrower**”).

WHEREAS, Borrower is a wholly owned subsidiary of Kiva Microfunds, a California public benefit corporation (the “**Member**”), a tax-exempt charity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”) and classified as a public charity under Section 509(a)(1) of the Code;

WHEREAS, Borrower was organized for the exclusive charitable purpose of addressing the capital needs of economically vulnerable small businesses located in disadvantaged communities in the State of California that historically have had less access to capital, as they attempt to reopen and recover from the COVID-19 health and economic crisis (the “**Public Benefit**”);

WHEREAS, Borrower is seeking a “program-related investment loan” as defined in Section 4944(c) of the Code, from Foundation on concessionary terms for purposes of the Public Benefit, in furtherance of the exempt purposes of the Borrower and the Foundation described in Section 170(c)(2)(B) of the Code; and

WHEREAS, Foundation is willing to make such loan as a “program-related investment,” as defined in Section 4944(c) of the Code, for use under the [*guarantee lending facility or blended facility*]<sup>1</sup> (the “**Supported Facility**”), subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises set forth herein, the parties hereto agree as follows:

### ARTICLE I THE PRI LOAN

SECTION 1.1 Commitment to Lend. At the Closing (as defined below), the City shall lend to Borrower and Borrower shall borrow from the City the principal amount of four million two hundred thousand (\$4,200,000) (the “**PRI Loan**”) subject to the terms and conditions set forth in this Agreement.

SECTION 1.2 Note; Maturity. The City’s PRI Loan to Borrower hereunder shall be evidenced by a single Note (in the form set forth in Appendix A, the “**Note**”) dated as of the Closing and shall be due and payable on the date that is six (6) months following the Maturity Date (as defined the Supported Facility); provided, however, that the Borrower shall only be required to repay the PRI Loan to the City after the payment in full of all amounts set forth in Section 6.3(a)

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<sup>1</sup> Note to Draft: Reference to applicable credit agreement that the grant is being applied to be inserted.



to Section 6.3(e) of the Supported Facility; provided, further, that the City shall have the right to waive the Borrower's repayment obligation under this Agreement.

SECTION 1.3 Interest Rate. The PRI Loan made hereunder shall bear interest on the principal balance outstanding from time to time from the date such PRI Loan is made until it is repaid in full or forgiven, at a rate equal to one and one-half percent (1.5%) per annum.

SECTION 1.4 Prepayments. Borrower may prepay the PRI Loan in whole or in part, without premium or penalty, upon three (3) business days' notice to the City, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

SECTION 1.5 Security. The PRI Loan will be an unsecured, full recourse obligation.

## **ARTICLE II**

### **CONDITIONS TO BORROWING; CLOSING**

SECTION 2.1 Conditions. The obligation of the City to make the PRI Loan hereunder is subject to satisfaction by Borrower of each of the following conditions:

- (a) receipt by the City of this Agreement and the Note duly signed by an authorized officer of Borrower;
- (b) receipt by the Foundation of copies of certificates of good standing issued by the jurisdiction of organization of the Borrower; and
- (c) receipt by the Foundation of such other documents as the Foundation may reasonably require.

SECTION 2.2 Closing. The closing of the PRI Loan (the "**Closing**") shall take place simultaneously with the execution of this Agreement via the electronic exchange of signature pages, or at such other time or place as the parties may mutually determine. At the Closing, if Borrower satisfies the foregoing conditions, Foundation shall advance the PRI Loan proceeds to Borrower by check or wire transfer.

## **ARTICLE III**

### **REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants as of the date of this Agreement and as of the Closing that:

SECTION 3.1 Corporate Existence; Tax Status. Borrower (i) is a public benefit limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, (ii) is duly authorized to do business in every jurisdiction in which it conducts operations, (iii) is a "disregarded entity" that is not treated as a separate legal entity from Member for U.S. federal income tax purposes pursuant to Treasury Regulation Section 301.7701-

3(b)(1)(ii); and (iv) has not made an election on IRS Form 8832 or any successor form to classify Borrower as an association taxable as a corporation pursuant to Treasury Regulation Section 301.7701-3(b)(1)(I). Member (x) is recognized by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Code, (y) is not a private foundation as defined in Section 509(a) of the Code, and (z) is the sole member of Borrower.

SECTION 3.2 Authorization. The execution, delivery and performance by Borrower of this Agreement and the Note and the Borrower's obligations hereunder and thereunder are within Borrower's power, have been duly authorized by all necessary action, require no action or approval by any governmental body or agency, and do not contravene or constitute a default under any provision of applicable law or regulation, or of the certificate of formation or bylaws of Borrower, or of any contract to which Borrower is a party, or of any judgment, decree, instrument or agreement, including without limitation any other loan agreement, which is binding upon Borrower.

SECTION 3.3 Binding Effect. This Agreement constitutes a valid and binding agreement of Borrower, and the Note, when executed and delivered in accordance with this Agreement, will constitute a valid and binding obligation of Borrower.

SECTION 3.4 Litigation. There is no action, suit, investigation or proceeding pending or, to the best of Borrower's knowledge, threatened, by or before any court or governmental or administrative body or agency which would materially adversely affect the ability of Borrower to perform its obligations under this Agreement or the Note.

SECTION 3.5 Financial Statements. The most recent unaudited financial statements of Borrower, for [date], copies of which have been presented to Foundation, fully and fairly depict the financial condition of Borrower as of the date of those statements, and there have been no changes in the financial condition of Borrower since the date of those statements which would materially adversely affect the ability of Borrower to enter into, execute and deliver, and perform its obligations under this Agreement or the Note.

## **ARTICLE VI COVENANTS**

Borrower agrees that, so long as any amount under the Note remains outstanding and unpaid:

SECTION 4.1 Information. Borrower will deliver to Foundation:

- (a) Quarterly financial statements shall be provided within 90 days of the end of each quarter.
- (b) Annual financial statements shall be provided within 120 days of the end of the year.

(c) Annual narrative report from the Borrower describing the use of the PRI Loan and how the PRI Loan furthers the Public Benefit. This narrative shall be provided within 120 days of the end of the year.

(d) Any other information respecting the operations, activities and financial condition of the Borrower that the Foundation may reasonably request.

#### SECTION 4.2 Use of Proceeds.

(a) The Borrower shall use the proceeds of the PRI Loan made under this Agreement, and any earnings therefrom, solely for the purpose of the Public Benefit and the Supported Facility. Use of the PRI Loan proceeds for the Public Benefit is in furtherance of the tax-exempt purposes set forth in the third recital clause at the beginning of this Agreement.

(b) The Borrower shall not use any of the PRI Loan proceeds, or earnings therefrom, (i) to engage, directly or indirectly, in any activity described in Section 170(c)(2)(D) of the Code, (ii) in a manner that would constitute a “taxable expenditure” within the meaning of Section 4945(d) of the Code if such proceeds, or any earnings therefrom, were so applied by a “private foundation” described in Section 509(a) of the Code, (iii) to carry on propaganda, or otherwise attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (iv) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (v) to participate in or intervene in (including the publishing or distributing of any statements) any political campaign on behalf of (or in opposition to) any candidate for public office, (vi) to make any grant that does not comply with the requirements of Section 4945(d)(3) or 4945 (d)(4) of the Code, nor (vii) for or to further, directly or indirectly, any purpose that is not for charitable, scientific, or educational purposes within the meaning of Section 170(c)(2)(B) of the Code.

SECTION 4.3 Corporate Standing; Tax-Exempt Status; Compliance with Laws. Borrower shall remain a Delaware public benefit limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware. Borrower will comply with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities, except where the necessity of compliance therewith is contested in good faith by appropriate proceedings or could not reasonably be expected to have a material adverse effect on the Borrower. Member will remain the sole member of Borrower, Borrower shall remain a “disregarded entity” that is not a separate legal entity from Member for U.S. federal income tax purposes pursuant to Treasury Regulation Section 301.7701-3(b)(1)(ii), and Borrower shall not make an election on IRS Form 8832 or any successor form to classify Borrower as an association taxable as a corporation pursuant to Treasury Regulation Section 301.7701-3(b)(1)(I).

## ARTICLE V MISCELLANEOUS

SECTION 5.1 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile or any equivalent means of communication) and shall be given to each party as set forth below:

To Borrower:

California Rebuilding Fund, LLC  
c/o Kiva Microfunds  
986 Mission Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103  
Attn:  
Phone:

To the City:

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT  
1 SOUTH VAN NESS AVE. 5TH FLOOR  
SAN FRANCISCO, CA. 94103  
Attn:  
Phone:

SECTION 5.2 No Waivers. No failure or delay by Foundation in exercising any right, power or privilege hereunder or under the Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof. The rights and remedies provided for in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.3 Expenses. Each party shall pay all of its own fees and expenses in connection with the preparation of this Agreement.

SECTION 5.4 Amendments and Waivers. Any provision of this Agreement or the Note may be amended or waived only if such amendment or waiver is in writing and is signed by Borrower and Foundation.

SECTION 5.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign or otherwise transfer any of its rights under this Agreement, without the prior consent of Foundation.

SECTION 5.6 Applicable Law. This Agreement and the Note shall be construed in accordance with and governed by the law of the State of Delaware applicable to contracts to be wholly performed within such State.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have executed, or have caused this Agreement to be executed by their respective authorized officers, as of the day and year first above written.

BORROWER:  
CALIFORNIA REBUILDING FUND, LLC

By: \_\_\_\_\_

Name:

Title:

LENDER:  
CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_

Name:

Title:

**Appendix A**  
FORM OF NOTE

\$4,200,000  
[DATE], 2021

FOR VALUE RECEIVED, the undersigned, California Rebuilding Fund, LLC (the “*Maker*”), a Delaware public benefit limited liability company, promises to pay to the order of the City and County of San Francisco (the “*Payee*”), the principal sum of four million two hundred thousand dollars (\$4,200,000), with simple interest on the outstanding principal amount at the rate of one and one-half percent (1.5%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. This Note is issued pursuant to that certain Loan Agreement, dated [\_\_\_], 2021 by and among the Maker and the Payee (as may be amended from time to time, the “*Agreement*”) and is entitled to the benefits of and is subject to the terms contained in that Agreement. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Subject to Section 1.2 of the Agreement, the outstanding principal amount and unpaid accrued interest on this Note shall be due and payable by the Maker on or after the Maturity Date.

The Maker hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. The non-exercise by the holder hereof of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

This Note may be prepaid at any time or from time to time, in whole, or in part, without penalty or premium, provided that the Maker shall pay all accrued but unpaid interest up to the date of any such prepayment.

This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

This Note shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Maker has executed this Note the day and year first above written.

CALIFORNIA REBUILDING FUND, LLC

By: \_\_\_\_\_

**CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**KIVA MICROFUNDS**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of **APRIL 1, 2021**, in the City and County of San Francisco, State of California, by and between **KIVA MICROFUNDS**, a California nonprofit public benefit corporation (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a **SMALL BUSINESS LOAN PROGRAM** grant to fund the matters set forth in a grant plan; and summarized briefly as follows: **to provide COVID relief small business loans**; and

**WHEREAS**, on May 11, 2020, Mayor London N. Breed issued a Thirteenth Supplemental to Mayoral Proclamation Declaring the Existence of a Local Emergency dated February 25, 2020, that *inter alia*, authorized (1) departments to enter into new contracts necessary to the City’s response to COVID-19 (“COVID-19-Related Contracts”) for a term of under one year that by-passed certain City contracting rules, provided they were approved by the Controller or his designee; and

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

**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 acknowledged, the parties 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:

(a) “**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.

(b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents,

correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “**Grantee**” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

**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 the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. 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. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

**2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**2.3 Automatic Termination for Nonappropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

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

**2.5 Maximum Costs.** 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 that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds 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 which 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. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### **ARTICLE 3 TERM**

**3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

**3.2 Duration of Term.** The term of this Agreement shall commence on APRIL 1, 2021 and expire on JUNE 30, 2027, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

**4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

**4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

**4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

**4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

**4.5 Publications and Work Product.**

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

**ARTICLE 5  
USE AND DISBURSEMENT OF GRANT FUNDS**

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **TWO MILLION FIVE HUNDRED THOUSAND** Dollars (\$3,100,000).

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

**5.3 Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

**5.4 State or Federal Funds**

(a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Grant Terms.** (Reserved)

**5.5 Construction.**

(a) For Grant Plans that include construction or renovation activity, Grantee shall obtain all permits and comply with all applicable laws with respect to the work including the payment of prevailing wages. Grantee shall exercise prudent construction management and oversight, including ensuring that all contractors are licensed and bonded for the work, and that they maintain builders all risk and general liability insurance. City's funding contribution will not exceed the amounts set forth in this Agreement,

and Grantee will be responsible for any and all cost overruns or construction defects or deficiencies. Grantee shall maintain appropriate reserves for contingencies.

(b) For any construction project costing \$200,000 or more, Grantee shall competitively bid the work. For any project costing more than \$5,000 but less than \$200,000, Grantee shall informally or formally solicit at least 3 proposals or bids from eligible contractors. Grantee may seek a waiver of these requirements from the City with justification, but any such waiver may be given or withheld in the City's sole discretion. For construction and rehabilitation projects that require building permits, Grantee shall consult with the Mayor's Office on Disability before applying for such permit to ensure that any disability accommodation issues are appropriately addressed.

(c) If the Grant Funds are used for the rehabilitation or improvement of real property, then Grantee shall maintain the nonprofit eligible purpose and use of the property consistent with this Agreement for the Tenure Period. The "Tenure Period" of this Agreement is the period of time that starts on the date of completion of the rehabilitation or improvements and that ends five (5) years thereafter. If Grantee leases the property and the remaining term of the lease is less than five (5) years following the expected date of completion such that Grantee may not be in a position to satisfy the Tenure Period requirement set forth above, then Grantee shall inform the City of such fact before the start of the construction work. The City may elect not to provide the Grant Funds if continued use of the real property for the full Tenure Period cannot reasonably be achieved.

## **ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS**

**6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

**6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

**6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

**6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

**6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan 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 Eligible Expenses incurred 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.

**6.6 Inspection and Audit.** Grantee shall make available to City, 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 City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

**6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**6.8 Grantee's Board of Directors.** Grantee 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 Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee'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.

## **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 Plan, 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 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

## **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 is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee 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 under such Section. 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. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

**8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request 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.**

(a) 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 the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

**8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

**8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the 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 of the Indemnified Party. The foregoing indemnity shall include, without limitation, 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, THE GRANT PLAN 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, and

(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.

**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.

(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.** All policies shall be endorsed to provide at least 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.

**10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

**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, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee 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.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **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.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) 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.

**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 of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, 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 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 Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

**11.4 Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. 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 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 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 covered by 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 agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **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.

**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.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

**13.4 Grantee Retains Responsibility.** Grantee shall 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 implements the Grant Plan and 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 the Department 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 may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City: **CITY & COUNTY OF SAN FRANCISCO**  
**OFFICE OF ECONOMIC AND WORKFORCE**  
**DEVELOPMENT**  
**1 SOUTH VAN NESS AVE., 5<sup>TH</sup> FLOOR**  
San Francisco, CA **94103**  
Attn: **DIANA PONCE DE LEON**  
**Diana.poncedeleon@sfgov.org**

If to Grantee: **KIVA MICROFUNDS**  
**986 MISSION STREET, FOURTH FLOOR**  
San Francisco, CA **94103**  
Attn: **ROHIT AGARWAL**  
Email: **rohita@kiva.org**

Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

**15.3 Change of Address.** 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 CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(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 Reserved.**

**16.4 Tropical Hardwood and Virgin Redwood Ban.** Pursuant to § 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 all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8. Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

**16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco 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 Working with Minors.** (Reserved)

**16.14 Protection of Private Information.** Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

**16.15 Public Access to Meetings and Records.** If 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, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, 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. 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. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. 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 Consideration of Criminal History in Hiring and Employment Decisions.**

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this

Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**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 Reserved. Slavery Era Disclosure.**

**16.19 Distribution of Beverages and Water.**

(a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement. .

**16.20 Reserved.**

**16.21 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 the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department 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 the Department 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 the Department 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 Department Head, as the case may be, of the Department 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:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Invoicing and Payment Instructions
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees

**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 4.3 Ownership of Results.  
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

Article 7	Taxes	Article 12	Disclosure of Information and Documents
Article 8	Representations and Warranties	Section 13.4	Grantee Retains Responsibility.
Article 9	Indemnification and General Liability	Section 14.3	Consequences of Recharacterization.
Section 10.4	Required Post-Expiration Coverage.	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.

**17.14 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

**CITY**

**GRANTEE:**

**OFFICE OF ECONOMIC AND  
WORKFORCE DEVELOPMENT**

**KIVA MICROFUNDS**, a **California** nonprofit  
public benefit corporation

By: \_\_\_\_\_

**Merrick Pascual**  
Chief Financial Officer

By: \_\_\_\_\_

Print Name: **Chad Sterbenz**

**Approved as to Form:**

Title: Chief Investment Officer

Dennis J. Herrera  
City Attorney

Federal Tax ID #: 71-0992446

City Supplier Number:

By: \_\_\_\_\_

**Keith Nagayama**  
Deputy City Attorney

**Appendix A--Definition of Eligible Expenses**

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (b) operating (as opposed to capital) expenses;
- (c) within the scope of the applicable Budget line item; and
- (d) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) monthly interest payments on the five-year loans made to San Francisco small businesses via the California Rebuilding Fund, for an anticipated total of \$12,000,000 in loans.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

**Project Budget**

<b>Budget Line Item</b>	<b>Description</b>	<b>Budget Amount</b>
Deliverable 1	Monthly Reporting Framework for Small Business COVID-Relief Loan Interest Rate Buydown (pre-funding the cost of the monthly interest payments on the five-year loans made to San Francisco small businesses via the California Rebuilding Fund, for an anticipated total of \$12,000,000 in loans)	\$3,100,000.00

## **Appendix B--Definition of Grant Plan**

The term “Grant Plan” shall mean:

Grantee: Kiva Microfunds (“Kiva”)

Kiva Microfunds (“Kiva”), a 501(c)(3) non-profit organization headquartered in San Francisco with a mission to expand financial access to help underserved communities by providing microloans to small businesses, is acting as collateral agent and administrator to the California Rebuilding Fund. The California Rebuilding Fund is a loan program to support California’s small businesses—especially those located in economically disadvantaged and historically under-banked areas of the state.

The City, in partnership with the California Rebuilding Fund, will be making initial capital available in order to bring in additional investments from financial institutions and to increase the total amount of funding to ultimately be available to make loans to these small businesses in San Francisco.

The City’s intent is for these loans to be low or 0% interest loans, and will be providing up front grant funding in order to buy down the interest rate on these loans on behalf of small businesses and to advertise the loans as such. The City will grant the funds to Kiva, as administrator and collateral agent to the California Rebuilding Fund, to be held and utilized only to pay interest on loans made to small businesses in San Francisco via the California Rebuilding Fund.



## Appendix C—Invoicing and Payment Instructions

### Instructions:

- I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: [oewd.ap@sfgov.org](mailto:oewd.ap@sfgov.org). Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to [oewd.ap@sfgov.org](mailto:oewd.ap@sfgov.org) on or before the term end date.**
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
  - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

**FUNDING REQUEST**

\_\_\_\_\_, 20\_\_ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)  
City and County of San Francisco  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
[oezd.ap@sfgov.org](mailto:oezd.ap@sfgov.org)

Re: **SMALL BUSINESS LOAN PROGRAM**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **APRIL 1, 2021**, between **KIVA MICROFUNDS** (“Grantee”) and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Month and Year for which funds are being requested: \_\_\_\_\_  
Total Amount Requested in this Request: \$\_\_\_\_\_

Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement: \$ **3,100,000.00**

Total of All Grant Funds Disbursed Prior to this Request: \$\_\_\_\_\_

Grantee certifies that:

- (a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.
- (b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.
- (c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- (d) No Event of Default has occurred and is continuing;

(e) The person submitting this request through the City’s approved electronic submission system is authorized to execute this Funding Request on behalf of Grantee, and;

(f) 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.

I have read and understood Section 17.14, 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.

**KIVA MICROFUNDS**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Budget Line Item	Description	Amount

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) for cost reimbursement-based line items, submit PDF copies of receipts, invoices, canceled checks or other written evidence documenting the payment of each invoice if requested by OEWD;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, or copies of payroll checks together with both sides of canceled payroll checks evidencing payment thereof or a payroll register detailing earnings;
- (4) for deliverable-based line items numbered in the budget, confirmation of delivery and acceptance by OEWD Program Manager (i.e. PDF of the approval email from the Program Manager clearly identifying approved deliverables by number). Copies of deliverables themselves should be submitted with the funding request only if requested by OEWD. **Note that all deliverables must receive written approval from the Program Manager on or before the term end date.**

**Appendix D--Interests In Other City Contracts**

City Department or Commission	Date of Contract	Amount of Contract
None.		

## **Appendix E--Permitted Subgrantees**

None.



## San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 210184

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

#### 1. FILING INFORMATION

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

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Jenny Collins	(415) 701-4842
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
ECN Office Economic & Workforce Development	jenny.collins@sfgov.org



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Kiva Microfunds	<b>TELEPHONE NUMBER</b> (828) 479-5482
<b>STREET ADDRESS (including City, State and Zip Code)</b> 986 Mission Street, 4th Floor San Francisco, CA 94103	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 210184
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Expected Amount of \$3,100,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Grant Agreement, Small Business COVID-Relief Loan Interest Rate Buydown: Pre-funding the cost of the monthly interest payments on the 5-year Loans made to San Francisco Small Businesses via the California Rebuilding Fund.		

7. COMMENTS

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

**9. AFFILIATES AND SUBCONTRACTORS**

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Crawley	Neville	CEO
2	Choi	Austin	Other Principal Officer
3	Davie	Matthew	Other Principal Officer
4	Sterbenz	Chad	Other Principal Officer
5	Seilhan	Jessica	CFO
6	Hanna	Julie	Board of Directors
7	Chorengel	Maya	Board of Directors
8	Haddad	Andre	Board of Directors
9	Hoffman	Reid	Board of Directors
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

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

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

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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## San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 210184

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

#### 1. FILING INFORMATION

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

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Jenny Collins	(415) 701-4842
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
ECN Office Economic & Workforce Development	jenny.collins@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> California Rebuilding Fund	<b>TELEPHONE NUMBER</b> (828) 479-5482
<b>STREET ADDRESS (including City, State and Zip Code)</b> 986 Mission Street, 4th Floor, San Francisco, CA 94103	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 210184
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Expected Amount of \$4,200,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> The California Rebuilding Fund is a loan program to support California's small businesses—especially those located in economically disadvantaged and historically under-banked areas of the state.		

7. COMMENTS
The California Rebuilding Fund is a wholly owned subsidiary of Kiva Microfunds

8. CONTRACT APPROVAL	
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